

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 93/25: CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY, ON BIRD STREET, STELLENBOSCH

TENDER NUMBER: B/SM 93/25
DESCRIPTION: CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY, ON BIRD STREET, STELLENBOSCH
CLOSING DATE: 15 APRIL 2025
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management 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 regulation 25(7A) of the Construction Industry Development Regulations, 2008. **Class of Construction Works: 3GB or higher**

INFORMATION:

Tender Specifications: Johan de Lange at 021 527 7000.: e-mail: johandl@bviwc.co.za
Mark Harris at 021 808 8159: e-mail: mark.harris@stellenbosch.gov.za
SCM Requirements: Renae Bergstedt at 021 808 8588: e-mail: Renae.Bergstedt@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on **04 April 2025**, at **12:00**, at 139 Bird Street, Stellenbosch, (Kayamandi Bridge LED Hub and Taxi Facility) on Bird). Tenderers who fail to attend the compulsory information session will be regarded as non-compliant

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 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 bid or any of the tenders that has been submitted.

Sealed Tenders, with "**B B/SM 93/25 CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY, ON BIRD STREET, STELLENBOSCH**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), 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 General Conditions of Contract (JBCC), Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows: 80/20 in terms of the approved policy.

Price	80
B-BBEE status level of contribution	10
Locality	<u>10</u>
Total points for Price, B-BBEE and locality	100

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 (JBCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
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.

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch

*Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R806.50 per document.***

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)

MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 93/25 KONSTRUKSIE VAN KOS BEDIENINGS KIOSKS BY DIE KAYAMANDI TAXI FACILITEIT, BY BIRD STRAAT, STELLENBOSCH

TENDER NOMMER: B/SM 93/25
BESKRYWING: **KONSTRUKSIE VAN KOS BEDIENINGS KIOSKS BY DIE KAYAMANDI TAXI FACILITEIT, BY BIRD STRAAT, STELLENBOSCH**
SLUITINGSdatum: **15 APRIL 2025**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal.**

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie- industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **3GB of hoër** hê

NAVRAE:

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Mark Harris at 021 808 8159.: e-pos: mark.harris@stellenbosch.gov.za
Vkb vereistes: Renae Bergstedt by 021 808 8588; e-pos: renae.bergstedt@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op **04 April 2025**, om 12:00, 139 Bird Straat, Stellenbosch, (Kayamandi Bridge LED Hub en Taxi Fasiliteit). Tendersaars wat versuim om die verpligte inligtingsessie by te woon, sal as nie-nakoming beskou word.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.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.

Verseëde tenders duidelik gemerk: "**B/SM 93/25 KONSTRUKSIE VAN KOS BEDIENINGS KIOSKS BY DIE KAYAMANDI TAXI FACILITEIT, BY BIRD STRAAT, STELLENBOSCH**" op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooidde 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 Algemene Kontrakvoorwaardes van "JBCC", Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid** **effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en ligging	100

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 of "JBCC" en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.

5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnemefooi van **R806.50 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 93/25
CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI
FACILITY ON BIRD STREET, STELLENBOSCH
PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (page 177):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

DATE: March 2025

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**JOHAN DE LANGE
PROJECT LEAD**

Tel. Number: **021 527 7000**



1. TENDER NOTICE & INVITATION TO TENDER

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5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

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G Mettler (Me)

MUNISIPALE BESTUURDER



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	93/25	CLOSING DATE:	15 APRIL 2025	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY, ON BIRD STREET, STELLENBOSCH				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX(MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R		
5. SIGNATURE OF BIDDER	6. DATE			
7. NAME AND SURNAME OF RESPONSIBLE PERSON					
8. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	JOHAN DE LANGE		
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 527 7000		
TELEPHONE NUMBER	021 808 8588	E-MAIL ADDRESS	johandl@bviwc.co.za		
E-MAIL ADDRESS	Renae.Bergstedt@stellenbosch.gov.za				



**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 SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) 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 / SERVICE PROVIDERS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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:

.....

NAME AND SURNAME

.....

DATE

.....



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STELLENBOSCH
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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 5 - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)	Yes	No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed? (If applicable)	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	



3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO			
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***



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:	

OR

2. COMPANIES AND/OR 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	

Full name and surname of ALL Director(s) / Member (s)

1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a COPY of the resolution attached?

YES

NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



OR

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:	

OR

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:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____
authorized signatory of the Company/Close Corporation/Partnership (name) _____,
acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
 - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non- receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equivalent treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's



competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents



Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.



F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equivalently to the extended deadline.

F.2.16 Tender offer validity



-
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer



F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure



Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the



prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 point system for acquisition of services, works or goods up to Rand value of R50 million.

The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equivalent to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable tender or offer.

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :



- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- A tenderer must submit proof of its BBEE status level contributor.
 - A tenderer failing to submit proof of BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 3) Regarding par 1(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:



- 5) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

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

Where:

- P_s* = Points scored for price of bid under consideration;
P_t = Price of bid under consideration; and
P_{min} = Price of lowest acceptable bid.

- 6) (a)(i) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
- (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (iii) Promotion of enterprises located in the municipal area (WCO24)
- 7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and



scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 8) Regarding par 6(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} = the number of tender evaluation points awarded for price.

W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{P - P_m}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
	^a P_m = is the comparative offer of the most favourable comparative offer. P = is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are



not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

Where:

S_O = the score for quality allocated to the submission under consideration;

M_S = the maximum possible score for quality in respect of a submission; and

W_2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract



Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. **F3.19.7** The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



7. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT (applicable)

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "JBCC" means the Joint Building Contracts Committee.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his service providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.



- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in JBCC clause 5.1 except for purposes of performing the contract.



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- 5.3. Any document, other than the contract itself mentioned in JBCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



- 8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of JBCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.



19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its service provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under JBCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to JBCC Clause 22, unless an extension of time is agreed upon pursuant to JBCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

Subject to JBCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to JBCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to JBCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for



such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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



practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.



32.2.A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3.No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4.No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

35.1.In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2.If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3.If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Joint Building Contracts Committee (Edition 6.2, 2018)



8. CONTRACT DATA (JBCC)

Part 1: Contract Data provided by the Employer

The Conditions of Contract are clauses 1 to 30 of the **JBCC® Principal Building Agreement (Edition 6.1 of March 2014)**, as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021 4626431), Master Builders Association (011-205-9000; 021-685-2625) South African Association of Consulting Engineers (011-463-2022) or South African Institute of Architects (011-486-0684; 021-424-7128)

The pro forma "Principal Building Agreement: Contract Data" as defined in clause 1 of the JBCC® Principal Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee **shall** apply to this Contract and shall be replaced with the documentation reproduced into this tender document.

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 JBCC® Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

The Contract Data and JBCC® Principal Building Agreement shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.



PRINCIPAL BUILDING AGREEMENT CONTRACT DATA

A TENDER INFORMATION

A1 Project name

CONSTRUCTION OF FOOD TRADING KIOSKS AT KAYAMANDI TAXI RANK, BIRD STREET, STELLENBOSCH

A2 Works description

The construction of 4 food trading kiosk, that are in one building, that services the area.

A3 Site description

Erf No / Township	ERF 4, Kayamandi, Stellenbosch
Local authority	Stellenbosch Municipality
Street address	Adjacent to Bird street

A4 Employer

Name	Stellenbosch Municipality		
Business	Municipality		
Business registration number	N/A	VAT /GST	4700102181
Contact Person	Mark Harris	Tel no	021 808 8204
Email	Mark.Harris@stellenbosch.gov.za		
Registered street address	Plein Street, Stellenbosch 7599		
Postal address	PO Box 17, Stellenbosch	Code	7599
Telephone	N/A	Fax	N/A

A5 Principal Agent

Name	BVi Consulting Engineers Western Cape (Pty) Ltd		
Practice registration number	1998/000157/07	VAT /GST	4720171570
Contact Person	Johan de Lange	Tel no	021 527 7000
Email	johandl@bviwc.co.za		
Registered street address	Edison Square, c/o Edison Way & Century Avenue, Century City		



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Postal address Code
 Telephone Fax

A6 Architect

Name
 Practice registration number VAT /GST
 Contact Person Tel no
 Email
 Registered street address
 Postal address Code
 Telephone Fax

A7 Quantity Surveyor

Name
 Practice registration number VAT /GST
 Contact Person Tel no
 Email
 Registered street address
 Postal address Code
 Telephone Fax

A8 Mechanical and Electrical Engineer

Name
 Practice registration number VAT /GST
 Contact Person Tel no
 Email
 Registered street address
 Postal address Code
 Telephone Fax



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A9 Civil Engineer

Name	<input type="text"/>		
Practice registration number	<input type="text"/>	VAT /GST	<input type="text"/>
Contact Person	<input type="text"/>	Tel no	<input type="text"/>
Email	<input type="text"/>		
Registered street address	<input type="text"/>		
Postal address	<input type="text"/>	Code	<input type="text"/>
Telephone	<input type="text"/>	Fax	<input type="text"/>

A10 Health and Safety Consultant

Name	<input type="text"/>		
Practice registration number	<input type="text"/>	VAT /GST	<input type="text"/>
Contact Person	<input type="text"/>	Tel no	<input type="text"/>
Email	<input type="text"/>		
Registered street address	<input type="text"/>		
Postal address	<input type="text"/>	Code	<input type="text"/>
Telephone	<input type="text"/>	Fax	<input type="text"/>



B CONTRACT DATA

Clause references apply to the JBCC Principal Building Agreement Edition 6.1 (PSA) published March 2014.

2.0 Law, regulations and notices

2.1/25.15 **Law** of the country applicable to the project Republic of South Africa

5.0 Contract documents

5.5 Number of copies of documents issued to **contractor** 1

Priced document

Lump sum priced document, or
 Priced **bills of quantities** (BoQ)
System of measurement

yes / no?	No
yes / no?	Yes
Standard System for Measurement of Building Work in South Africa Sixth Edition, Revised 1999 and SANS 1200	

Contract documents comprising...

Description	Marked	Notes
Agreements and Contract Data	C1	
Contract Drawings	See below	
Priced Document	C2	

Contract drawings – See part C3

6.0 Employer’s agents

6.3	Description of interests of agents in the project other than professional services, if applicable	NO
-----	--	----

7.0 Design Responsibility

7.1	Description of elements of the works for which the contractor is responsible	N/A
-----	--	-----

7.2	Description of elements of the works for which service providers are responsible	Electrical & Mechanical works
-----	--	-------------------------------

10.0 Insurances



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By the **contractor** in the joint names of the **parties**, yes/no?

YES

Currency Insured amount

Contract Works Insurance (CWI) (**including materials and goods**, temporary works)

ZAR	Contract Sum + 40%
-----	--------------------

Allowance for professional fees and escalation of the insured value at 25% pa, or %?

%	Professional fees at 25% of the insured value
---	---

Free issue materials at new replacement value, added to CWI, where applicable

ZAR	N/A
-----	-----

Employer owned surrounding property (care, custody, control or worked on)

ZAR	N/A
-----	-----

Public Liability Insurance (unlimited for the period)

ZAR	R20 million
-----	-------------

Supplementary Insurance (incl. CWI extensions)

ZAR	N/A
-----	-----

Removal of Lateral Support Insurance

ZAR	N/A
-----	-----

Other:

See 10.1.5 to 10.1.8 of Contract Data

ZAR	To be determined by Contractor
-----	--------------------------------

ZAR	To be determined by Contractor
-----	--------------------------------

Policy deductibles

Policy deductibles

- **Works / free issue**

contractor

Currency Amount

ZAR	R10,000.00
-----	------------

- **Employer** owned surrounding properties

contractor

ZAR	N/A
-----	-----

- Public Liability

contractor

ZAR	R10,000.00
-----	------------

- Supplementary Insurance

contractor

ZAR	N/A
-----	-----

- Removal of Lateral Support

contractor

ZAR	N/A
-----	-----

Other:

N/A

ZAR	N/A
-----	-----



11.0 Security

11.1.1-5 The **contractor** shall provide a **Guarantee for Construction** to the employer >D11.2-3

yes / no?	YES
-----------	------------

11.1.3 Fixed **Guarantee for Construction** % of contract sum

%	5%
---	----

11.1.4 **Guarantee for Advance Payment** [11.1.4, 11.1.5, 11.2, 12.1.9, 27.1.7, 27.2.4, 29.9,]

ADVANCE PAYMENT SCHEDULE	
<p>The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.</p> <p>The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.</p>	
<p>Plant and materials which have been manufactured and are stored at places other than the Site:</p>	<p>Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:</p>
<p>Conditions:</p> <ol style="list-style-type: none"> 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor. 2) Advance payment for the purposes of deposits will only be provided up to a limit of 20% of the value of any one item being claimed. 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the Guarantee for Advance Payment. 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an Guarantee for Advance Payment, either for such balance or, if the Guarantee for Advance Payment in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item. 	

12.0 Duties of the parties = employer = site

9.2.7 Alterations & additions to existing premises

Yes

12.1.2 Premises occupied

No, not currently

12.1.3 Relevant natural features to be retained / relocated / removed

Paving on site to be re-used, where possible.

12.1.43 Areas the **contractor** may not occupy?

Client to confirm, if contractor can use existing buildings for storage.



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12.1.5	Utilities connections - location	Water: Provided by client Electricity: Provided by contractor Tele-communications: Provided by contractor Ablutions: Temporary connection on site
12.1.6	Statutory, other notices and documents to be submitted / complied with by the contractor before possession of the site can be given	- Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC) - Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act - Signed Health and Safety Agreement
12.1.7.	Possession of the site	Within 5 working days after receipt of all required documentation
12.1.12	Description of free issue by employer (Attach separate page for multiple items)	N/A

14.0 Nominated Service providers

14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	

16.0 Direct Service providers

16.1	Specialisation	
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19/20/24 Practical completion / penalty for late completion

		Inspection = working days	Date for Practical completion	Penalty Currency	Penalty amount per calendar day
19/20/24	Practical completion of the works as a whole	Not applicable	Not applicable	Not applicable	Not applicable
19/20/24	Practical completion of the works when the client can take occupation of the premises.	To be agreed with successful contractor	Within Estimated Construction period of 4 months.	ZAR	R1,500.00

19 Practical completion

19.1.1 Items that do not have to be complete to achieve **practical completion**

NONE

19.1.1 Criteria to achieve **practical completion** (the BoQ may contain a more detailed description)

Completion of works as stated on the drawings, schedules, specifications and bills of quantities to a standard and/or quality to the approval by the Principal Agent and professional team.

25.0 Payment

25.0	Currency	ZAR		
25.2	Issue of regular payment certificates on	date@month	25th	
25.3.2	Materials and goods off site – paid subject to...	Guarantee for Advance Payment provided		YES
25.3.4/ 26.9.5	Contract price adjustment provisions	NO	Not Applicable	N/A

NOTE: If insufficient space, please see annexure: -

25.10.1	Payment Reduction up to date of practical completion	%	5%
25.10.2	Payment Reduction after date of practical completion	%	2.5%
25.10.3	Payment Reduction after date of final completion	%	0%

30.0 Dispute resolution

30.6.1 Alternative Dispute Resolution nominating body Association of Arbitrators South Africa



D CHANGES MADE TO JBCC DOCUMENTATION

The pro forma “JBCC Principal Agreement: Contract Data” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma “Guarantee for Construction” and “Guarantee for Advanced Payment” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

PRINCIPAL BUILDING AGREEMENT

The sub-clauses listed below replaces in full the corresponding sub-clauses as contained in the conditions of contract:

DEFINITIONS

1.0 DEFINITIONS and INTERPRETATION

1.1 Definitions

AGREEMENT: The JBCC Principal Building Agreement (by reference), the completed **contract data**, Part C1.1 Form of Offer and Acceptance and other **contract documents** that together forms the contract between the **parties**.

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD] and the Pricing Assumptions contained in the Pricing Data.

CONSTRUCTION PERIOD: The period commencing on the date on which the possession of the **site** was handed over to the **contractor** as recorded on the site possession certificate and ending on the **date for practical completion** and excluding all statutory holidays and those annual building holiday periods as stated in the **contract data**.

CONTRACT DOCUMENTS: The **Agreement**, the **contract drawings**, the **priced document**, and other identified documents [CD]

DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates based on the **construction period** as stated in the **contract data** or revision thereof on or before which the **contractor** agrees to bring the **works** or **sections** thereof to **practical completion**

DATE OF PRACTICAL COMPLETION: The actual or deemed date or dates on which the **contractor** achieves **practical completion**

GUARANTEE FOR ADVANCE PAYMENT: A **security** at call obtained by the **contractor** from a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: Form of Guarantee for Advance Payment, and that replaces the term JBCC® Guarantee for Advance Payment wherever it occurs in the Agreement

GUARANTEE FOR CONSTRUCTION: A **security** at call obtained by the **contractor** from a financial institution approved by the **employer**, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.3: Form of Guarantee for Construction, and that replaces the term JBCC® Guarantee for Construction wherever it occurs in the Agreement

1.2 Interpretation

1.2.6 The **agreement** is the entire contract between the **parties** regarding the matters addressed in the **agreement**. No representations, terms, conditions or warranties not contained in the **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating the **agreement** including this clause shall be effective unless reduced



2.0 LAW, REGULATIONS AND NOTICES

1.1 The **contractor** shall comply with the **law**, obtain permits, licences and approvals required and pay related charges for the execution of the **works**. The **employer** shall comply with the **law** obtain permits, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**. [26.4.1][CD]

Where the **contract sum** exceeds one hundred and thirty million Rand (R130 000 000), the **employer** shall, in compliance with Regulation 3 of the Construction Regulations, read together with the exemptions published in Government Notice dated 7 July 2015, apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The **employer** will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

2.5.4 Sent by telefax – within one (1) **working day** after transmission

5.0 CONTRACT DOCUMENTS

5.1 The **parties** shall sign the original **contract documents** and shall each be issued with a copy thereof. The original signed **contract documents** shall be held by the **employer**.

5.3 The **principal agent** shall decide, and advise the **contractor**, which parts of the **priced document** maybe be used as a specification of **materials and goods** or methods, if any.

6.0 EMPLOYER'S AGENTS

6.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of the **agreement** subject to the limitations detailed in clauses 17 and 26. The **principal agent** has no authority to amend the **agreement**.

7.0 DESIGN RESPONSIBILITY

7.1 The **contractor** shall not be responsible for the design of the **works** other than what is identified in the **contract data** and the **contractor's** and **service providers'** temporary works. The **contractor** shall not be responsible for the coordination of design elements other than what is identified in the **contract data** and the **contractor's** and **service providers'** temporary works.

9.0 INDEMNITIES

9.2.7 No clause

10.0 INSURANCES

10.1.5 Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

10.1.6 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

10.1.7 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

10.1.8 Where the **agreement** involves manufacturing and/or fabrication of the **works** or part thereof at premises other than the **site**, the **contractor** shall satisfy the **employer** that all materials and equipment for incorporation in the **works** are adequately insured during manufacture and/or fabrication. In the event of the **employer** having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the **contractor's** Policies of Insurance.



- 10.2 Where **practical completion in sections** is required [20.0] or the **works** is for alterations or renovations to an existing building(s) the effecting of contract works insurance [10.1.1-4] shall be the responsibility of the **contractor**.
- 10.3 The **party** responsible [10.1] for effecting such insurances [10.1.1-4 and/or 10.2] shall make available to the other party, before commencement of the **construction period**. A copy of the insurance policies shall be provided to the other **party** within thirty (30) **calendar days** of the commencement of the **construction period**. Approval by the other **party** shall be deemed unless a reasonable objection is lodged within fourteen (14) **calendar days** of receipt of such policies. Where required, the **party** responsible shall provide evidence of renewal to the other **party** before the expiry of the current period of insurance.
- 10.8 No clause
- 11.0 SECURITY**
- 11.1.1 Provide a **Guarantee for Construction** to the **employer** within fourteen (14) **days** of acceptance of the **contractor's** tender.
- 11.1.2 No clause
- 11.1.3 The **Guarantee for Construction** (fixed) shall be set at the percentage of the **contract sum** [CD] as stated in the **contract data**. The **contractor** shall keep such **security** valid and enforceable until the only or last **certificate of practical completion** has been issued.
- 11.1.4 Provide a **Guarantee for Advance Payment** where an advance payment is required equivalent in value to the aggregate amount of all such advance payments. The **contractor** shall keep such **security** valid and enforceable until the advanced payment has been repaid [11.2].
- 11.3.1 No clause
- 11.4 No clause
- 11.5 No clause
- 11.10 The **contractor** shall waive his lien within 7 (7) **calendar days** of the commencement of the **contract period**. The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10]
- 12.0 DUTIES OF THE PARTIES**
- 12.1.1 No clause
- 12.1.6 List statutory, other **notices** or documents the **contractor** must submit and/or comply with before possession of the **site** can be given
- 12.1.8 No clause
- 12.2.1.a The **contractor** shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the **site**. The **contractor** shall also provide at his own cost any additional facilities outside the **site** required by him for the purposes of the **works**.
- 12.2.2 Submit the **priced document** as part of the tender submission with items priced to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and



all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**.

16.0 DIRECT CONTRACTORS

- 16.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [26.5]
- 16.1.4 Provide an area for site establishment, allow the use of personnel welfare facilities, provide water, lighting and electrical power to a position within 50m of where the direct contract work is to be carried out and allow use of erected scaffolding and hoisting equipment while it remains erected.

17.0 CONTRACT INSTRUCTIONS

- 17.1 The **principal agent** may issue **contract instructions** to the **contractor**, provided that the cumulative effect of all instructions does not exceed the **contract sum** inclusive of any amendments thereof that have been approved by the **employer**, regarding:

- 17.1.21 Position, standard, content and permission for erection of notice boards [12.2.18]

20.0 SECTIONAL COMPLETION

- 20.2.2 A **certificate of final completion** incorporating the last **section** [21.6.2]

21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

- 21.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [19.3.4], whichever is the later
- 21.9 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [21.6.1; 21.7.2] the **contractor** shall give **notice** to the **employer** and the **principal agent** forthwith. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on the date of expiry of the **notice** and the **principal agent** shall issue the **certificate of final completion** forthwith.

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 23.6.2 The cause and effect of the delay on the current date for **practical completion** to the extent that the delay [29.1-3] exceeds concurrent delays caused by or at the risk of the **contractor**, where appropriate, illustrated by a change to the critical path of the current **programme**

25.0 PAYMENT

- 25.3.2 A fair estimate of the value of **materials and goods** and the inclusion of **materials and goods stored** shall only be considered upon the provision, by the contractor, of an approved security [11.1.4]
- 25.7 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate within** thirty (30) calendar days of the date for issue of the **payment certificate** [CD] including default and/or compensatory interest. Payment shall be subject to the **contractor** giving the **employer** a tax invoice for the amount due. The Contractor may submit a fully motivated application regarding more frequent payment to the Principal Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.
- 25.10 For the purpose of the fixed **guarantee for construction** and payment reduction [11.1.3], the estimated values of work executed [25.3.1] and **materials and goods** [25.3.2] shall be subject to the percentage adjustments as stated in the **contract data**.
- 25.10.1 No clause



25.10.2 No clause

25.10.3 No clause

25.12.2 No clause

25.12.3 No clause

25.12.4 Terminate the **agreement** [29.14.5]

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

26.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**, provided that no adjustment to the **contract value** will result in the approved **contract value**, inclusive of any amendments thereof that have been approved by the **employer**, being exceeded without the approval of the **employer**. Where such adjustments require measurement on **site**, the contractor shall have the right to be present.

26.9.5 Adjust the **contract value** according to the contract price adjustment method, if applicable [CD]. Furthermore, if as a result of a delay in the award of a contract beyond the original tender validity period the initial date for practical completion of the contract exceeds a period of one year from the expiry of the original tender validly period, then the contract will automatically be subject to contract price adjustment for the period exceeding one year. The base month will be the calendar month six months after the tender closing date. Similarly, if as a result of any extension of time granted the duration of the contract period exceeds one year, then contract price adjustment will automatically apply for that period which exceeds such one year. The base month will be the calendar month six months after the tender closing date

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.2.11 Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**

27.2.12 Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)

27.2.13 Any fines levied in accordance with any of the specifications

28.0 SUSPENSION BY THE CONTRACTOR

28.1.1 No clause

28.1.4 No clause

28.1.5 Failed to act in terms of this **agreement** [6.4]

28.1.6 Appoint another **principal agent** or other **agent**, where applicable [6.5]

28.2 Where the **employer** has not remedied a default in terms of a **notice** [28.1] the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have

29.0 TERMINATION

Termination by the employer

29.1 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has:

29.1.1 Failed to provide a **guarantee for construction** [CD] within the period stated [11.1; 12.2.3] of the date of acceptance of the **contractor's** offer

29.1.2 Failed to proceed with the **works** [12.2.17] within the period stated [CD]



- 29.1.3 Failed to comply timeously with a **contract instruction** [17.0]
- 29.1.4 Failed to provide, documentary evidence that insurances has been effected [10.3]
- 29.1.5 Died, if the **contractor** is a sole proprietor or a sole member of a Closed Corporation.

29.2 Where the **employer** contemplates terminating this **agreement** [29.1], the **principal agent** shall give **notice** to the **contractor** of a specified default [29.1.1-5], to be remedied within ten (10) **working days** of the date of receipt of such **notice**

Termination by the contractor

- 29.14.1 No clause
- 29.14.2 Give possession of the **site** to the **contractor** [12.1.7]
- 29.14.4 No clause
- 29.14.8 Failed to act in terms of this **agreement** [6.4]
- 29.17.6 No clause
- 29.24 No clause

30.0 DISPUTE RESOLUTION

30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by litigation and not adjudication

30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the JBCC Rules for Adjudication, either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute is then referred to further adjudication or litigation, at the option of the claimant

30.7 No

clause

AGREEMENT No Clause **CONTRACT DATA**

2 The tender shall remain in full legal force for one hundred and twenty (120) **calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honoured

FORM OF GUARANTEE

GUARANTOR DETAILS

Security for Guarantee (*Insert Variable or Fixed*)

Fixed

(*Insert expiry date*)

Upon issue of the **certificate of practical completion**

1.0 GUARANTEE for CONSTRUCTION (Variable)

1.1 *No clause*

1.2 *No Clause*

2.0 SECURITY for CONSTRUCTION (fixed)

PERIOD OF LIABILITY

11.0 This NSSA Guarantee for Construction in neither negotiable nor transferable and shall expire in terms of 2.1, or payment in full of the Guaranteed Sum, whichever is the earlier, where



after no claims will be considered by the Guarantor. The original of this NSSA Guarantee for Construction shall be returned to the Guarantor after it has expired

C TENDER CLOSING

Tender closing:

Date	08 APRIL 2025
Time	12h00
Place	Stellenbosch Municipality
TENDER SUBMISSION ADDRESS	Plein Street, Stellenbosch

Tender delivered in electronic format? yes / no?
 Alternative offer considered? yes / no?

NO	N/A	N/A
NO	N/A	N/A

D TENDERER'S SELECTION (to be completed by the tenderer)

11.0 Securities

11.1.2 **Guarantee for Construction** (variable)
 11.2.3 or **Guarantee for Construction** (fixed)

Obligation

If specified, contractor's choice yes / no?	NO
If specified, contractor's choice yes / no?	YES

11.1.4 Guarantee for Advance Payment Provided by the **contractor** (where the **contractor** requests the employer to pay an advance for **materials and goods**) **YES**

Purpose

	Currency	ZAR
	Amount	

11.1.4 Guarantee for Payment

Provided by the **employer** yes / no?

	NO
Currency	ZAR
Amount	Not applicable

19.0 Contractor's holiday during the construction period (to be completed by Tenderer)

Contractor's annual holiday period:

year 1
 year 2
 year 3

from...		to...	
from...		to...	
from...		to...	

Contractor's 'other' holiday period: year 1

from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...	Not Applicable	to...	Not Applicable
from...	Not Applicable	to...	Not Applicable



Contractor's 'other' holiday period: year 2
Contractor's 'other' holiday period: year 3

26.0 Payment / Adjustment of Preliminaries

Payment of preliminaries

Where the **contractor** does not indicate option 'A' or option 'B' - **option'A'** shall apply

OPTION A

Assessed by **principal agent**, an amount pro-rated to the value of the works executed in the same ratio as the **preliminaries** to the contract sum, (including **tax**); shall exclude the amount of **preliminaries**, all contingency sum(s) and any allowance for CPAP

OPTION B

An amount agreed by the **principal agent** and the **contractor** in terms of the **Bills of Quantities** or the **priced document** to identify an initial establishment charge / and a monthly charge / and a final disestablishment charge

Adjustment of preliminaries [26.9.4]

Where the **contractor** does not indicate option 'A' or option 'B' - **option 'A'** shall apply OPTION A
 For the adjustment of **preliminaries** both the **contract sum** and the **contract value** (including **tax**); shall exclude the amount of **preliminaries**, all contingency sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied
- An amount varied in proportion to the **contract value** as compared to the **contract sum**
- An amount varied in proportion to the **construction period** as compared to the initial **construction period** (excluding revisions to the **construction period** to which the **contractor** is not entitled) to adjustment of the **contract value** in terms of the **agreement**

The contractor shall provide a breakdown of charges (including **tax**) within 15 **working days** of the date of acceptance of tender and, where applicable, an apportionment of preliminaries per section

Where such information is not provided the following subdivision shall be deemed to apply:

- 10% of the amount shall not be varied
- 15% varied in proportion of the **contract value** to the **contract sum**
- 75% varied in proportion to the revised construction period compared to the initial **construction period....**

OPTION B

The contractor shall within 15 **working days** of the date of possession of the **site** provide the **principal agent** with a detailed breakdown of **preliminaries** amounts for the **works** as a whole, or per **section** where applicable, including administrative and supervisory staff charges and for the use of **construction equipment** in terms of the **programme**.

Notes

1. By submission of this tender to the **employer** the tenderer offers and agrees to **execute** and complete the **works** and remedy any **defects** in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed
2. The tender shall remain in full legal force for one hundred and twenty (120) **calendar days** from the closing date of the tender. The tenderer accepts liability for **damages** that may be suffered by the **employer** should the tender validity period not be honoured
3. The lowest or any offer will not necessarily be accepted by the **employer** - nor need reasons be given for such a decision



4. Any provision in this agreement that may confer any benefit or right in favour of any **service provider** shall be binding on the **parties** and be capable of acceptance by such **service provider** at any time

Annexures... marked

GUARANTEE FOR CONSTRUCTION

For use with The JBCC Edition 6.1 March 2014 Principal Building Agreement GUARANTOR DETAILS AND

DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The Stellenbosch Municipality.

"Contractor" means:

"Principal Agent" means:

"Works" means: Upgrade of Kayamandi Transport Facility

"Site" means: The site as defined in the Contract Data.

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Principal Agent of the Certificate of Completion of the Works. CONTRACT

DETAILS

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

GUARANTEE FOR CONSTRUCTION

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Construction and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee for Construction to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;



- 3.2 its obligation under this Guarantee for Construction is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Construction is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee for Construction have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.



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- 11. This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 12. This Guarantee for Construction, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



GUARANTEE FOR ADVANCE PAYMENT

For use with The JBCC Edition 6.1 Principal Building Agreement

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The Stellenbosch Municipality

"Contractor" means:

"Principal Agent" means: GIBB (Pty) Ltd

"Works" means: The Upgrade of Kayamandi Transport Facility

"Site" means: The site as defined in Clause 1.1 of The JBCC Edition 6.1 March 2014 Principal Building Agreement

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

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule" means: A list of Plant and materials accompanying the Guarantee for Advance Payment and which shows the value thereof to be included in the Guaranteed Advance Payment Sum

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of the payment certificate where the Plant and materials have been certified as work done by the principal agent

AGREEMENT DETAILS

Principal Agent issues: Interim Payment Certificates and Recovery Statements. **GUARANTEE FOR ADVANCE PAYMENT**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Advance Payment and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee for Advance Payment to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;



-
- 3.2 its obligation under this Guarantee for Advance Payment is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment 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 for Advance Payment, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Advance Payment is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Advance Payment is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Advance Payment on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee for Advance Payment is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee for Advance Payment shall be returned to the Guarantor after it has expired.
12. This Guarantee for Advance Payment, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

Where this Guarantee for Advance Payment 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



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Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

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

Capacity.....

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

13.



8.a OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE STELLENBOSCH MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,....., representing

.....,as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:
.....

OR Compensation Insurer:

Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any service providers employed by me will enter into an occupational health and safety agreement separately, and that such service providers comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day
of.....20....

Witness

Mandatary

Signed at on the.....day of.....20

Witness

for and on behalf of
Stellenbosch Municipality



9. 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)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract (or company turnover) 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. The TOTAL price tendered will remain fixed.**
- 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**.
- 3 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.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 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;
 - 6.1 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.
 - 6.2 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.

7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 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 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete which ever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

11 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 Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Assistance with CSD Registration can be provided by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



10. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

¹ 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.

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



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



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 State ³ 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.



11. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20

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, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2024/25

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

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
- 1.2
 - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 (delete whichever is not applicable for this tender) preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
 - (a) Price;
 - (b) B-BBEE Status Level of Contributor. and
 - (c) Locality of supplier
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
Total points for Price, BBEE and Locality (must not exceed 100)	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner



required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“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;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P \max}{P \max} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) preference points system), must be allocated for specific goals. These goals are :

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (b) Promotion of enterprises located in the municipal area (WCO24)



5.4 Regarding par 5.3 (a) at least 50% of the 20 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System
Within the boundaries of the municipality	10
Outside of the boundaries of the municipality	0



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6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality must complete the following:

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address -

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as



indicated in paragraph 1 of this form;

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

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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)**

I, the undersigned,

Full name & Surname	
Identity number	

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 (Select one) of the following enterprise and am duly authorised to act on its behalf: NB!

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”



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<p>Definition of “Black Designated Groups”</p>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
---	---

EXAMPLE – DO NOT USE



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3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of 28/02/2024, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

NB!

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- 4. 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.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths
 Signature & stamp
 Date:



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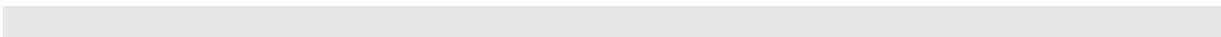
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EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89





12. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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? <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)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, 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.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



13. 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).⁴ 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:

⁴ 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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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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14. 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/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 / Partners, 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)

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 or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

15. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
--	--

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



16. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE



17. SPECIFICATIONS

DRAWING SPECIFICATIONS

The following drawings are applicable to this contract.

35370.00-200-01	GENERAL NOTES
35370.00-201-01	SITE LAYOUT AND CIVIL SERVICES
35370.00-201-02	BUILDING PLAN AND DETAILS

WHERE EQUIVALENT PRODUCTS WILL BE PROVIDED, THE SERVICE PROVIDER MUST PROVIDE THE TECHNICAL SPECIFICATIONS OF SUCH PRODUCTS.



20.A CONSTRUCTION SPECIFICATIONS

CONTENTS

1. APPLICABLE STANDARDISED SPECIFICATIONS
2. WAYLEAVES, PERMISSIONS AND PERMITS
3. LOCAL PRODUCTION AND CONTENT
4. PROJECT SPECIFICATIONS

1. APPLICABLE STANDARDISED SPECIFICATIONS

The standard specifications on which this contract is based are the **South African National of Standard Standardised for Civil Engineering Construction SANS 1200.**

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract.

SANS 1200 A	- 1986 :	GENERAL
SANS 1200 AB	- 1986 :	ENGINEERS OFFICE
SANS 1200 AH	- 1986 :	GENERAL STRUCTURAL
SANS 1200 C	- 1980 :	SITE CLEARANCE
SANS 1200 D	- 1988 :	EARTHWORKS
SANS 1200 DB	- 1989 :	EARTHWORKS (PIPE TRENCHES)
SANS 1200 GA	- 1982 :	CONCRETE (SMALL WORKS)
SANS 1200 GE	- 1984 :	PRECAST CONCRETE (STRUCTURAL)
SANS 1200 L	- 1983 :	MEDIUM PRESSURE PIPELINES
SANS 1200 LB	- 1983 :	BEDDING (PIPE)
SANS 1200 LD	- 1982 :	SEWERS
SANS 1200 LE	- 1982 :	STORMWATER DRAINAGE
SANS 0400	- 1990 :	GENERAL BUILDING REGULATIONS
MODEL PREAMBLES FOR TRADES VOLUME 8 (2008)		



The following standardized Construction and management requirements for works contracts will also form part of this contract:

SANS 1921-1:2004 Part 1: General engineering and construction works

SANS 1921-2:2004 Part 2: Accommodation of traffic on public roads occupied by the contractor

SANS 1921-3:2004 Part 3: Structural Steelwork

SANS 1921-4:2004 Part 4: Third-Party management support in works contracts

SANS 1921-5:2004 Part 5: Earthwork activities which are to be performed by hand

SANS 1921-6:2004 Part 6: HIV/AIDS awareness

2. WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3. LOCAL PRODUCTION AND CONTENT

Not Applicable.



4. PROJECT SPECIFICATIONS

4.1 VARIATION AND ADDITIONAL CLAUSES TO THE STANDARD SPECIFICATION LISTED IN THE LIST OF SPECIFICATIONS

PSA GENERAL (SANS 1200A)

The Stellenbosch Municipality's objective is to construct a A food trading kiosk for 4 vendors. This includes trading units with concrete roof for cover to patrons, and basic kitchen fitout for preparation of foods. Hot water boiler, double basin, with a undercounter grease trap and a cooking extraction fan system for each unit is provided.

This facility is to service the local community, by providing facilities for vendors that are in the food preparation services.

PSA5 CONSTRUCTION

PSA5.1 SURVEY

PSA5.1.1 Setting out of the Works

Please add the following to clause A5.1.1:

The setting out of the Works is the Contractor's responsibility. The Contractor shall inform the Engineer of any conflict between the position of any part of the Works and an existing feature.

PSA5.1.2 Preservation and Replacement of Beacons and Pegs subject to the Land Survey Act

Please add the following to clause A5.1.2:

The Contractor shall, before the work commences, search for all benchmark and boundary beacons as indicated on the drawings or pointed out by the Project Surveyor and inform the Engineer immediately if any of the pegs/beacons are missing. It is the Contractors sole responsibility to ensure that these beacons are not covered, disturbed or damaged. All costs for the reinstatement of such beacons are to be borne by the Contractor.

PSA5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Please add the following to clause A5.4:

All services shall be treated as live until proven otherwise. The Contractor shall not commence work in an area until proper arrangements have been made for supervision of the work by the relevant authority.

The Contractor shall give assistance to service authorities with the location, protection and relocation of services controlled by that authority.

PSA5.5 DEALING WITH WATER WORKS

Please add the following to clause A5.5:

Unless an item is included stating otherwise in the schedule of quantities, the rates tendered and paid for earthworks shall include for dewatering as may be necessary including any groundwater ingress. The contractor will be responsible to work during the wet-season and any cost to divert, impede or clear to reduce stormwater runoff or divert water away from any structure or earthworks operation shall be deemed to be included in the contractors' tendered rates or borne by the contractor.

PSA5.9 ACCOMMODATION OF TRAFFIC (NEW ITEM)

Please add the following to clause A5.9:



The Contractor shall provide and maintain all temporary road signs, etc. that are necessary for the normal safe flow of traffic (vehicles and pedestrians).

PSA6 TOLERANCES

PSA6.2 DEGREES OF ACCURACY

Please note the following to clause A6.2:

The contractor shall construct each of the parts of the Works to the degree of accuracy of I (one).



PSA7 TESTING

PSA7.1 PRINCIPLES

PSA7.1.1 Checking

Please add the following to clause A7.1.1:

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his works, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of his check testing indicating that the work is to specification, or advise the Engineer in writing that although no tests have been performed he is confident that the specification has been met.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests, which the Engineer may call for or perform in terms of the specification.

PSA7.1.1.3 Checking of Work (New item)

The Contractor must submit a Quality Control Management Plan to the Engineer for approval. The Plan must cover all procedures and measures that the Contractor will have in place to control quality of work. The scope and frequency of these checks must be in accordance with the Waypoint check sheets supplied by the Engineer in Annexure 3 of C3.6 Annexes.

PSA7.2 APPROVED LABORATORIES

Please add the following to clause A7.2:

The Contractor may provide his own site laboratory or make use of an external laboratory for his check testing.

The Engineer may provide site staff to perform basic acceptance testing such as penetrometer tests. More sophisticated acceptance testing such as nuclear density tests, the determination of maximum dry densities and sand displacement test shall be done by a laboratory approved by the Engineer. All sophisticated acceptance testing by the Engineer shall be paid by the Contractor through the contract.

PSA8 MEASUREMENT AND PAYMENT

PSA8.8 TEMPORARY WORKS

PSA8.8.2 Accommodation of traffic..... Unit:
Sum



Please replace clause A8.8.2 with:

No additional payment will be made for dealing with the control of traffic and will be included in the contractor's rate for time related obligations.

PSA8.8.4 Existing services

Please add the following to clause A8.8.4:

The following works that are executed by the Contractor on the instruction of the Engineer will be measured and paid for under "Daywork" rates.

- All additional work to locate and expose the existing service if the existing service is situated further than 2.0 m from the position indicated, (i.e., excluding the initial work within 2.0 m from the indicated position).
- (ii) Work that is carried out by the Contractor with regard to existing services that are not indicated on the drawings and for which the Employer will carry the cost according to PSA5.4.

Other than payment of the cost of alterations to overhead services and for dealing with and protecting poles affected by the excavations, dealing with and working below overhead wires will not be measured separately for payment as the costs thereof will be held to be covered by the other scheduled items.

PSA8.8.7 Dealing with stormwater (New Item).....

Unit: Sum

The cost of controlling stormwater will be held to be included for in the tendered sums for dealing with water, no separate payment will be made for this work.

PSA8.9 TESTING OF MATERIALS (NEW ITEM)

The Engineer reserves the right to carry out any test he deems necessary using commercial laboratories to ensure compliance of the materials supplied for use in the works with the requirements of the applicable SANS 1200 specification, or to ensure that the standard of workmanship meets the requirements of the Specification.

In the event of these check tests not meeting the requirements of the Specification, the cost of such tests shall be for the Contractor's account. If the tests meet with the requirements of the Specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments will be recoverable under the provisional sum allowed for in the Schedule of Quantities. The Contractor's tendered mark-up must allow for arranging the necessary testing and for payment, if applicable, through the contract.

PSA8.10 MISCELLANEOUS (NEW ITEM)

An item, which, in the payment clause column of the Schedule of Quantities, refers to this clause (PSA8.10), will be measured in the unit scheduled. The sum or rate for such item shall cover the cost of all material, labour and plant to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s). Any items omitted in the schedule to complete the work successfully must either be allowed for in the rate or a separate item should be entered if so required.



PSA8.11 HEALTH & SAFETY AND ENVIRONMENTAL CONTRACTS (NEW ITEM)

The Rate shall cover all measures and items required to comply to the relevant OHS Act and NEMA Act and the relevant specification under Annexure 3: Health and Safety Specification and Annexure 4: Environmental Management Plan will be paid under these items.

PSA8.12 QUALITY CONTROL MANAGEMENT (NEW ITEM)

The Rate shall cover all measures and items required to comply to the quality control plan as provided by the Contractor and approved by the Engineer.

PSA8.13 FREEHAUL AND OVERHAUL (NEW ITEM)

Notwithstanding any clauses in any of the standardised specification dealing with the definition or payment of transport, freehaul and/or overhaul, all haulage will be considered to be freehaul and the cost thereof to be covered by other rates in the Schedule, unless specifically scheduled or provided for in the document.

PSA8.16 ALLOWANCE FOR LIASON WITH ELECTRICAL CONTRACTOR UNDERTAKING INSTALLATION (NEW ITEM)

The contractor's rate for this item shall include all time related and program related requirements for the alignment with all other contractors on site. The onus for coordination of the works, including planning and programming, will lie with the contractor for the duration of the construction period and all costs associated for the work required is deemed to be included in the rates.



PSAB ENGINEERS OFFICE (SANS 1200AB)

PSAB3 MATERIALS

PSAB3.1 NAMEBOARDS

Replace the first sentence of clause AB3.1 with the following:

The Contractor shall supply and erect, to the satisfaction of the Engineer, one name board as shown on drawing.

PSC SITE CLEARANCE (SANS 1200 C)

PSC3 MATERIAL

PSC3.1 DISPOSAL OF MATERIAL

Replace the first sentence of clause AB3.1 with the following:

Material obtained from clearing, from the demolition of structures and unwanted excavated material shall be disposed of at approved municipal dumpsites, the contractor shall provide proof of such dumping permit or slip. The costs of dumping and locating shall be deemed to be included in the contractors' rates and no separate payment shall be made.

PSD EARTHWORKS (SANS 1200 D)

PSD8 MEASUREMENT AND PAYMENT

PSD8.3 SCHEDULED ITEMS

PSD8.3.14 Dewatering of excavation for the duration of the contract (New Item)

Please add the following clause:

1)	Provide equipment	Unit:
	Sum	
2)	Operate and maintain	Unit:
	Days	
3)	Remove equipment	Unit:
	Sum	

The sums for the provision and removal of equipment shall cover the cost of providing the necessary plant or materials or both, fully erected and operative on the Site, and of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected. The' rate for operation and maintenance shall cover the cost of operating and maintaining the pumps, well points, sheeting, close timbering and other equipment, as applicable, for 24 h a day, 7 d a week throughout the period during which, in the opinion of the Engineer, the facilities are required

The cost of dewatering shall also include the services of any professional consultant or industry specialist to design and approve the implementation of the system as required, to ensure the safety of all embankments for the duration of the contract



PSD8.3.15 Free haul and Overhaul (New Item)

Notwithstanding any clauses in any of the standardised specification dealing with the definition or payment of transport, free haul and/or overhaul, all haulage will be considered to be free haul and the cost thereof to be covered by other rates in the Schedule, unless specifically scheduled or provided for in the document.

PSD8.3.16 Trimming and finishing of cut slopes (New Item).....
Unit: m²

The area measured will be the plan area of the surface of the excavation trimmed to receive concrete. The rate shall cover the cost of all labour, plant, materials, and other incidentals necessary to trim excavations and embankments to the standard of finish required for the construction of concrete linings. All excavation, including the removal of unsuitable ground and backfilling with suitable material, will be measured as stated for the relevant items of SABS 1200 D or SABS 1200 DA, as applicable.

The cost of finishing off all slopes, including compaction as required against the slopes, is deemed to be included in the tendered rates. The cost of backfilling the embankment as an engineered fill is measured elsewhere.



PSDB EARTHWORKS (PIPE TRENCHES)

PSDB3 MATERIALS

PSDB3.1 CLASSES OF EXCAVATION

Please add the following to clause DB3.1:

PSDB3.1.1 Method of classifying (New item)

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated.

In the application of this classification, no differentiation shall be made between "bulk" or "restricted excavations".

PSDB3.1.2 Classes of excavation (New item)

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

a) **Hard rock excavation**

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic meters in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting or be in material, which cannot be excavated by a loader/backhoe or by a 22 ton excavator or smaller.

b) **Calcrete and Intermediate excavation**

Calcrete and intermediate excavation shall be excavation in material that cannot be excavated by a loader/backhoe or by a scraper without prior ripping and has a high content of CaCO₃, but not classified as hard rock. This material shall include hardpan calcrete and bouldary calcrete including all boulders irrespective of the size.

c) **Soft excavation**

Soft excavation shall be all material not falling into the category of hard rock or calcrete excavation including road layer works.

PSDB5 CONSTRUCTION

PSDB5.1 PRECAUTIONS

PSDB5.1.2 Stormwater, Seepage and Dewatering of Excavations

Please add the following to clause DB5.1.2.:

In addition to the Contractor's responsibilities for dealing with water, which are deemed to be included in the rates tendered for the relevant payment items, the Engineer may order the Contractor to place a crushed stone-bedding layer (minimum thickness 150mm) on the trench bottom.

Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Engineer may order the Contractor to install a Grade 3 filter fabric of minimum mass 150g/m² (geotextile as defined by the Provincial Administration: Western Cape, Roads Branch Specifications VOLUME 4) on the trench bottom prior to the provision of the stone layer. After placing the stone bedding, the filter fabric shall be folded over the stone with a minimum overlap of 300mm to form an enclosed drain. The specified bedding material shall then be used to bed the pipe.

The Contractor shall only provide and lay the stone bedding layer and filter fabric after receipt of the written order to do so from the Engineer.



PSDB5.1.3 Accommodation of Traffic and Access to Properties

Please add the following to clause DB5.1.3:

- a) Sufficient road signs must be erected in such a way motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums must be filled with stones. The spacing of drums must be in such a way (maximum 5m) that they are visible from all directions.
- f) Sufficient safety measures must be utilized for pedestrians.

PSDB5.1.4 Existing Services that Intersect or Adjoin Trenches

Please add the following:

The Contractor shall bear the full cost of the repairs to any existing services damaged because of the Contractors negligence.

PSDB5.2 MINIMUM BASE WIDTHS SPECIFIED

Add the following to sub-clause DB5.2(b):

All excavation beyond this profile, DB-4 will be for the contractors account.

PSDB5.5 TRENCH BOTTOM

Please add the following to clause DB5.5:

After excavation and before placing the bedding material, the in-situ material in the trench bottom shall be compacted to 90% of MAMDD, to a depth of 100mm. If this density cannot be achieved, in the opinion of the Engineer, the trench shall be excavated to a greater depth as approved by the Engineer, and then backfilled with approved materials, which shall be compacted to 90% of MAMDD.

PSDB5.6 BACKFILLING

PSDB5.6.2 Material for Backfilling

Please add the following to clause DB5.6.2:

It is likely that some of the material excavated from the trenches will not comply with sub-clauses DB3.5 and DB5.6.2. Suitable material from other excavations on site (e.g. road prisms) shall be used to complete the backfilling to these trenches. The unsuitable material shall be removed from site and spoiled at the designated spoil site.

PSDB5.6.3 Disposal of Soft Excavation Material

Replace clause DB5.6.3 with the following:

Excavation material from the trench, which is unsuitable or has become surplus because of bulking, displacement by the pipe and importation, shall be disposed of at a site identified by the contractor including haulage, unless otherwise instructed by the Engineer.



PSDB5.7 COMPACTION

PSDB5.7.2 Areas Subject to Traffic Loads

Please add the following to clause DB5.7.2:

All trenches within the road reserves will be considered to be subject to traffic loads and the backfill material and compaction in these trenches shall comply with the requirements of sub-clauses DB3.5(b) and DB5.7.2.

PSDB5.11 SHORING OF PIPE TRENCHES (NEW ITEM)

The Contractor shall assume full responsibility for the safety of excavations, and shall carry out all measures necessary to make the work secure, by timbering and strutting or sheet piling the excavated face or by side sloping where it is not required to act as a mould to concrete work. All timbering and strutting must be of sufficient strength and be capable of being removed readily as the work proceeds.

All timbering and strutting or sheet piling shall be subject to the Engineer's approval but such approval shall not relieve the Contractor of any responsibility with regard to the safety or suitability of the timbering/sheet piling used.

The Contractor shall further take all precautions to safeguard existing services and structures near or next to excavations carried out by him and shall provide and erect any shoring or underpinning that may be necessary.

All claims for compensation for damage or injury caused or aggregated by the Contractor not taking all precautions to safeguard persons or property shall be met entirely by the Contractor.

PSDB5.12 ORIGINAL GROUND PROFILE (NEW ITEM)

The Contractor shall take ground levels of the area and submit these for record purposes prior to any work taking place, whereupon formal agreement of the ground levels will be reached by combined surveys.

PSDB5.13 METHODS AND PROCEDURES (NEW ITEM)

PSDB5.13.1 Conservation of Topsoil

Removal of topsoil shall only occur in areas as approved, in writing, by the Engineer. The topsoil shall be concerned for use elsewhere.

PSDB5.14 DUST (NEW ITEM)

The Contractor is responsible for the control of excessive dusty conditions due to the construction procedures. The Contractor shall also be held responsible for any claims that might arise. The Contractor to allow for regular watering of areas to control dust.

PSDB7 TESTING

PSDB7.1 *Please add the following to clause DB7.1:*

The Contractor shall carry out density tests as specified in TMH1, in the positions indicated by the Engineer, to determine the compaction of the backfill material in the trenches and the material used for reinstating the road construction layers. No single test result, which is below the specified density, will be accepted.

In the case of trenches in areas subject to traffic loads, the Contractor shall, notwithstanding the terms of second sentence of Sub clause 7.1, bear the cost of all density tests carried out.



PSDB8 MEASUREMENT AND PAYMENT

PSDB8.3 SCHEDULED ITEMS

PSDB8.3.2 Excavation

Please add the following to clause DB8.3.2

The rates for excavation shall include the cost of battering of deep excavations to comply with the latest Construction regulations and Occupational Health and Safety Act. The rate shall also provide for the fact that the excavation width in sand will be wider than normal and that fast excavation and backfill will reduce ground water seepage, sand creep or unstable sides. The safe angle of repose for sand will be from the invert of the base width of the trench.

If unsuitable material is encountered in the repose portion and/or paid width of the trench this material shall be replaced with suitable material from other excavation on site or from commercial sources.

All excavation excess and unsuitable material will be measured in cut and will be removed of site to a contractors identified dump site, including haulage.

- **Excavate in all materials for trenches, backfill, compact and dispose of surplus material.....Unit: m**

Please add the following:

The Contractor shall deal with materials from pipe trench excavations in such a way as to ensure that usable material is not contaminated with unsuitable material i.e. clay. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material at the Contractor’s expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed included in the tendered rates. All unsuitable material shall be removed prior to importing or placement of suitable material to such areas.

The depth of the excavation in road reserves shall be measured from the final finished level. In cases where services lie parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

The rates for excavation of trenches shall also cover all costs of density testing to be borne by the Contractor as specified in PSDB7.1 and the provision of suitable backfill material from other excavations where required.

- c) Excavate and dispose of unsuitable material from trench bottom.....Unit: m³**

Please add the following:

The rate shall include haulage to a contractor identified dump site. Volumetric measurement will be in cut.

PSDB8.3.3 Excavation Ancillaries

PSDB8.3.3.3 Compaction in Road Reserves.....Unit: m³

Please add the following:

This item is only applicable to the backfill above the bedding and blanket.

PSDB8.3.5 Existing Services that Intersect or Adjoin a Pipe Trench

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a) Services that intersect a trench.....Unit: No

Please add the following:

Existing services with a depth of cover exceeding 300mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.

The rate shall allow for the following costs:

- i) Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.

If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.

If such a service is removed, it has to be replaced as per original.

b) Services that adjoin a trench.....Unit: m

Please add the following:

The unit “number” will only be used for services such as poles and trees.

No payment will be made for overhead services that do not rest directly on the ground except where allowance is made for this in the schedule of quantities. Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axis of the service will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axis will be the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the above-mentioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as adjoining service if approved by the Engineer. There will be distinguished between existing trunk services and existing erf connections.

c) Excavate by hand in soft material to expose existing services (New Item)Unit: m³ or day work

Measurement will be done in actual volumes excavated necessary to expose the services as required in terms of scope of works.

PSDB8.4 Extra over Item for Imported Material (New Item).....Unit: m³

The quantity will be calculated according to the actual volume of material placed in the final position according to the specified dimensions.



The rate is an “extra-over” item DB8.3.6.1 and include all costs of supplying and placing of imported material in the final position with material from commercial sources.

PSDB 8.5 Disposal of Surplus or Unsuitable materials from trench excavations to an approved spoil site identified by the contractor, including haulage.

The rate shall apply to all material from trench excavations that is classified as unsuitable by the Engineer and has to be spoiled off site. Volumes will be calculated in terms of item DB 8.3.2 and Figure DB-4.

Additional volumes over and above that of DB 8.2.3 and figure DB-4 will only be certified for the disposal of material that was excavated, on direct written order from the engineer, to create sloped trench sides for a safe working environment in accordance with what is required in terms of the applicable OH&S act.

Volume calculations will be measured in place, sides will be deemed to be the width of the paid trench width in all cases for the height of the bedding and blanket cradle as specified.



PSL: MEDIUM-PRESSURE PIPELINES (SANS 1200 L)

PSL3: MATERIALS

PSL3.4 STEEL PIPES, FITTINGS, AND SPECIALS

PSL3.4.1: General

Please add the following:

Steel pipes shall be manufactured as specified in BS 534. Steel plate to BS 4360 Grade 43A is acceptable. The manufacturer of the pipes shall submit to the Engineer the steel maker's certificates covering all steel used as required in Clause 3.4 of SANS 719. The steel pipes shall be manufactured exclusively at the works of such manufacturers as may be approved by the Engineer and at only one works unless otherwise agreed by the Engineer in writing.

Steel thickness according to Annex 4.4.

PSL3.7: OTHER TYPES OF PIPES

PSL3.7.1 uPVC Pipes

Please add the following:

All pipes shall be 6.0m uPVC class 12 to 16 to SANS 966.

PSL3.7.2 Polyethylene Pipes

Replace the clause with the following:

"All HDPE Pipes shall be black, HDPE PE100 manufactured to SABS ISO 4427 and bearing the mark indicating its conformance. All HDPE specials shall be fully rated, or alternatively shall be molded and tested for conformance."

PSL3.7.3 Ductile Iron (New Item)

- Ductile Iron (D.I.) pipes, spun cast, spigot and socket in 6,0m lengths according to ISO 2531:2009 and SANS EN 545:2010 for class 30 working pressure. Coatings as per L3.10.
- Ductile Iron (D.I.) fittings shall be not less than Class 30 for fittings all according to ISO 2537 and SABS EN545. Coatings as per L3.10.

PSL3.7.3.1 Quality Control (New Item)

E1 Manufacturing quality compliance

The Manufacturer / Supplier is to provide to the Engineer Certificates of manufacturing quality compliance with ISO 2531 issued by an independent accredited quality certifier (SGS or similar). It is also a requirement that the pipes / fittings being certified before the batches destined for delivery to the project.

The supplier will provide a certificate issued by a recognised independent third party showing that the type tests for pipe joints specified in EN 545:2010 have been carried out successfully.



In order to prove the compliance of the 200g/m² metallic zinc specified in the standards, the manufacturer shall provide in-factory control results of the Zinc grammage sprayed on the pipe, in compliance with paragraph 6.2 of the ISO 8179:2004.

To complete the Zinc, a bituminous, epoxy or synthetic paint suitable for potable water is applied over the zinc in accordance with EN 545:2010 and ISO 8179:2004. The thickness will not be less than 70µ.

The certifying body must also provide factory inspection batch reports of all batched destined for delivery to the project prior to shipping.

PSL3.8 JOINING MATERIALS

PSL3.8.3 Flanges and Accessories

Please add the following to clause L3.8.3:

Flanges shall comply with SANS 1123 and have a minimum working pressure of 1600kPa, except where otherwise indicated for flanges on the sewer pumping main which shall have a minimum working pressure of 2 500 kPa. Holes shall be drilled to Table 1600/3 of SANS 1123.

Any item of pipework or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.

All flanges shall be provided complete with stainless steel bolts, nuts, washers and rubber O-rings or fibre insertions, as appropriate. Rubber O-rings dimensioned in accordance with DIN 2514 specification shall be supplied to suit suitably machined flanges. Compressed asbestos fibre insertions shall be not less than 1,5 mm thick and shall comply with BS 2815 Grade B.

PSL3.8.8 Specials (New Item)

The working pressure for a special shall not be less than the highest working pressure in any adjacent pipe or fitting.

PSL3.9 CORROSION PROTECTION

PSL3.9.7 General (New Item)

The following corrosion protection specifications shall apply to pipework, specials and valves required under this Contract.

Ductile Iron Pipes are internally lined with cement mortar resisting to sulphates (sulphate resisting cement or blast furnace cement) applied by centrifugation, in accordance with ISO 4179:2005 and EN 545:2010.

The internal protection of the pipes will be by an aluminous cement mortar or a polyurethane lining and metallic zinc at 200g/m² and bitumen coated as per manufacturers specification for sewer pipes and SANS 50598:2007, ISO 4179:2005, ISO 7189:1996.

For this contract the ductile iron pipes will be protected externally with a Polyurethane (PE) external wrap according to EN 15189:2007 and ANSI/AWWA C105/A21.5 with a minimum average thickness of 700 microns.



PSL3.12 MARKING (New Item)

All pipes, specials and valves arriving on site shall be marked clearly with the item number appearing in the Bills of Quantities. Furthermore the nuts, bolts washers and other ancillary equipment for each individual items shall be kept separate in a bag which shall also bear the respective reference number of that item. The cost of such marking will be held to have been include in the rates tendered for the items.

PSL3.13 PROTECTION DURING HANDLING, STORAGE, ETC. (New Item)

The Contractor shall satisfy the Engineer that the manufacturer's recommendations for good practice for transporting, handling, staking, storing and installing pipes, pipe fittings, sealing rubbers etc. are being diligently followed. The Engineer's Representative shall be given the opportunity to inspect all materials immediately prior to installation and shall have the right to reject any materials which, in his opinion, have suffered damage which may impair the long term durability or strength of said items.

Pipes and specials shall be protected against damage during all stages of manufacture, delivery, site storage and handling. The ends of all steel pipes and specials shall be protected against denting. Steel pipes shall be transported and stacked in such a manner that the pipe barrel is not deformed by more than 2% of its diameter. Dents which cause a protrusion of more than 1mm on the inside of the steel special, may result in the special being rejected.

PSL5 CONSTRUCTION

PSL5.1 LAYING

PSL5.1.4.3 *The minimum clearance between the outside...*

Please add the following to clause L5.1.4.3:

Where the minimum clearance between pipe crossings would be less than that specified in Subclause L5.1.4.3, the watermain/ sewer rising main shall be laid beneath the service crossed, at an invert level which allows for the clear space as specified. The watermain/ sewer rising main shall be laid horizontally at this level for a distance of at least 1,0m on either side of the centreline of the service crossed and the transition to the specified cover levels obtained as specified in Subclause L5.1.4.2.

The Contractor may, at his own expense, increase the cover levels by a maximum of 200 mm. No decrease in cover level or clear space between pipe barrels as specified will be permitted unless otherwise instructed by the Engineer in writing.

PSL5.1.4.6 **Cutting of Pipe Ends (New Item)**

If it is necessary to cut pipes, the cut ends shall be turned using a field lathe. Filling of the coupling surfaces of pipes will not be permitted.

PSL5.1.4.7 **Flexible Connections at Structures (New Item)**

In order to avoid damage to rigid pipes entering structures or other chambers caused by differential movement, all pipes built, cast or grouted into structures or other chambers shall be provided with flexible connections to the type details shown on Drawing LD-2 of SANS 1200 LD.



PSL5.2 JOINTING METHODS

PSL5.2.5 Connection on Existing Main (New Item)

Where shown on the drawing or ordered, the Contractor shall cut into the existing watermain and connect in the new main.

Before commencing the excavation of pipe trenches in the vicinity of a proposed connection, the Contractor shall excavate for, expose, survey and record the position and level of the connection point on existing watermain.

The Contractor shall be responsible, through the Engineer, for liaison with the Municipality (authority concerned) to arrange for turning off water in order to carry out the connection.

PSL7.3 STANDARD HYDRAULIC PIPE TEST

PSL7.3.1 Test Pressure and Time of Test

Please add the following:

All ductile iron pipes shall be tested to 18bar at the lowest manhole.

In the case of uPVC pipes the test pressure for field testing shall be 1,5 times the maximum allowable working pressure applicable to the class of pipe specified.



The Contractor shall undertake pressure testing of the pipeline in the presence of the Engineer at convenient lengths not exceeding 80 meters or over a portion where more than 25 m difference in static head is experienced.

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

The test pressure applied according to PSL 7.3.1 must, with allowance for any level difference along the pipe line, be such that the pressure at any point in the pipe will be at least 1.25 times and not more than 1.5 times the rated working pressure of the pipe."

PSL8 MEASUREMENT AND PAYMENT

PSL8.2.1 Supply, Lay and Bed Pipes Complete with Couplings

The rates for supplying, laying and bedding pipes shall also cover the cost of cleaning the pipeline as specified in Subclause L5.10(a).

The rates for the supplying and laying of metal pipes shall include for the cost of corrosion protection as specified.

PSL8.2.11 Anchor/Thrust Blocks and Pedestals

Notwithstanding Subclause L8.2.11 anchor/thrust blocks and pedestals will be measured only by volume of concrete to the net dimensions shown on the drawings or ordered.

The rate shall cover the cost of excavation, concrete, formwork and steel reinforcement (allowing for 0,0 t of high tensile steel per cubic metre of concrete).

PSL8.2.16 Flexible Connections at Structures (New Item)

The rates for the various structures, manholes, etc., that are measured and paid by lump sum or by number, shall cover all the items and operations required to construct the flexible connections as shown on Drawing LD-2 of SANS 1200LD on all pipes entering or leaving that structure. Where the payment for the structure is based on itemized rates for quantities that are measured, the rate for flexible connections shall include for all the items and operations required to build the pipe into the structure flexible couplings as shown on Drawing LD-2.

PSL8.2.17 Short Collar Repair Couplings (New Item)

Except where the rates for pipes and fittings cover the cost of couplings, short collar repair couplings will be measured by number. The rate shall cover the cost of the supply and installation of the joint including bolts, nuts and jointing material for mortar encasing as specified.

PSL8.2.18 Connect to Existing Water Main (New Item)

Connections to existing pipework will be measured by number of connection points.

The rate shall cover the cost of locating, exposing and backfilling the watermain, liaising with the Municipality (authority concerned) to arrange for turning off the water, cutting into the pipe, dealing with water, cutting pipes to fit, including turning if necessary, dealing with water, and the supply and fitting of long collar repair couplings to complete the connection and, if required, the temporary sealing and anchoring of pipe ends to testing purposes and subsequent removal of seals and anchors. The specials required to make the connection will be measured separately.



PSLB BEDDING (PIPES) (SANS 1200LB)

PSLB3 MATERIALS

PSLB3.3 BEDDING

Please add the following to clause LB3.3:

The bedding to all pipes shall be as specified on Drawing LB-2 unless otherwise specified, scheduled, or ordered by the Engineer.

PSLB8 MEASUREMENT AND PAYMENT

PSLB8.1 PRINCIPLES

PSLB8.1.3 Volume of Bedding Materials

Please add the following to clause LB8.1.3:

The volume of imported bedding material will be measured net, excluding the volume occupied by the pipe. Volume calculations will be measured in place, sides will be deemed to be the width of the paid trench width in all cases for the height of the bedding and blanket cradle as specified.

Bedding in Waterlogged Conditions

The tendered rate shall cover the cost of all additional excavation and preparation of the trench bottom to accommodate the layer of stone, the removal of unsuitable material, the supply and placing of a 150mm thick layer of stone over at least the specified width, the cost of supply of the geotextile, placing and losses as a result of overlaps and over excavated trench widths and all related activities in order to produce a stable platform.

Where the use of a layer of crushed stone in the trench bottom has been authorized by the Engineer, it will be measured by volume calculated according to the length multiplied by the minimum base width and specified thickness.

PSLD SEWERS (SANS 1200 LD)

PSLD3 MATERIALS

PSLD3.1 PIPES, FITTINGS AND PIPE JOINTS

PSLD3.1.5 uPVC Pipes

Please add the following to clause LD3.1.5:

Pipeline material for pipe sizes up to 450mm diameter shall be uPVC Class 34 (heavy duty) solid wall complying with SANS 791. Pipes shall generally be laid on Class B bedding.

PSLD3.5 MANHOLES, CHAMBERS, ETC.

Please add the following to clause LD3.5:

Dolomite aggregate and low alkali sulphate resistant cement to SANS 471 shall be used for all concrete, mortar or screeding.



Connecting pipework shall be fitted with flexible joints.

All manhole covers and frames to be ductile iron heavy duty hinged with non-removable cover or lockable type to withstand Type 2A.

Loading conforming to the requirements of SANS EN124 D400. The hinge of the lid must be positioned on the side of the approaching traffic in the lane.

PSLD5 CONSTRUCTION

PSLD5.6 MANHOLES, INSPECTION CHAMBERS, ETC.

Please add the following to clause LD5.6:

Manholes shall generally be precast concrete as detailed on Drawings and shall be installed according to the manufacturer's specifications.

The flexible connections to the manholes shall be as shown on Drawing LD-2.

Benching shall be constructed at a slope of 1 (vertical): 4 (horizontal).

Manholes shall be provided with copolymer polypropylene step irons with a 12mm diameter high tensile steel core ("Calcamite" or equivalent) installed according to the manufacturer's specifications. Brick manholes must be plastered internally and externally.

All manholes must be watertight and shall be tested by means of a water test.

PSLD5.9 CONNECTING SEWERS

Please add the following to clause LD5.9:

All connections shall be made according to the details shown.

PSLD5.9.4 Drop manholes (New Item)

Please add the following:

Drop manholes shall be provided with an external drop and endcap.



PSLD5.9.5 Connection into existing manholes or pipelines (New Item)

Where new sewers connect into existing manholes or pipelines the Contractor shall ascertain the exact position and existing invert level at the connection point before excavating affected pipe trenches upstream. Any discrepancy apparent in the design data shall be brought to the attention of the Engineer without delay.

Where required and after receiving the Engineer's approval of the proposed operation the Contractor shall interrupt or divert the sewage flow, excavate for and expose the existing pipe, cut into the pipe, remove the scrap material, connect the new pipework into the old and make good.

The Contractor shall deal with any sewage flow, shall cut into the existing manhole wall and benching, ensure that no rubble enters the sewer, supply and lay channels and flexible couplings (see Drawing LD-2), as required, and make good the benching and manhole wall.

PSLD5.11 PIPE LAYING WITH HIGH WATER TABLE (NEW ITEM)

Where a high water table is encountered and a probability exists of water entering the trench after the pipeline has been laid, the Contractor will be permitted to bed and lay the pipes and backfill sufficiently to prevent flotation, prior to testing.

PSLD8 MEASUREMENT AND PAYMENT

PSLD 8.2 SCHEDULED ITEMS

PSLD8.2.3 Manholes

PSLD8.2.3.1 New AC Manholes on Existing Pipes (New Item).....Unit: No

The tendered rate shall be all inclusive for the handling of sewage flow, all excavation and backfilling, cutting of pipe and supply and installation of the new AC manhole, complete as described in PSLD5.9.5 with finish and benching to accommodate the level difference.

PSLD8.2.11 Connection to Existing Sewer at...

Please add the following to clause LD8.2.11:

Connections made into existing manholes will be measured by number.

Connections into existing pipelines will be measured by the number of connections made for different pipe sizes as scheduled.

The rate shall cover the cost of checking the position and level of the connecting points, and of all materials, plant and labour in making the connection as specified in PSLD5.6, including dealing with the exiting sewerage flow.

a) Connection to Existing SewersUnit: No

Separate items will be scheduled for each diameter of connecting pipe.

The tendered rate shall include full compensation for connecting the proposed pipe, any additional channelling and benching associated with the connection, cutting the pipe to suit the connection, supplying and building in the short junction pipe, extra couplings, dealing with existing flow, preventing foreign material from entering the sewer and making the connection.

The excavation for pipe lines, pipes, fittings, backfilling and manholes shall be measured separately.



3.4.3. Building Works

3.4.3.1 Applicable Standardised Specifications

The Standardised Specifications that shall apply to this contract (not included with this documentation but as denoted in Part T1.2 Tender Data) shall be used for the building works. The applicable specifications are as follows:-

- a) SANS 10400:1990 - The application of the National Building Regulations (not included).
- b) SANS 10142-1 - The wiring of premises (not included).
- c) SANS10164-1:1980 - The structural use of masonry.
- d) SANS 10164-2:2003 - The structural use of masonry.
- e) The National Home Builders Registration Council (NHBRC) Home Building Manual Parts 1 to 3.

3.4.3.2 Amendments to Standardised Specifications

Amendments to the standardised specifications are addressed in:-

- a) 3.4.4 Particular Specifications.

The amendments relative to the building works are described further below.

3.4.4. Particular Specifications

3.4.4.1 Workmanship and/or Materials

i. SANS 10400 A: 2010 (Edition 3) - General principles and requirements

These specifications to be read in conjunction with the schedule of quantities and all the drawings and plans, elevations, sections and details. Any discrepancies to be brought to the Project Manager's (or Project Manager's Supervisor) attention.

All construction methods, materials and workmanship to comply with:

- SANS 10252-1 (Water supply installations for buildings) and SANS 10254 (The installation, maintenance, replacement and repair of fixed electric storage water heating systems).
- The relevant SANS 10400 (including Part SAN 10400-XA) specifications. The limits listed in SANS 10400 for degree of accuracy required will be applicable unless otherwise specified.
- SANS 10252-1 (Water supply installations for buildings).
- The National Building Regulations and Building Standards Act (Act 103 of 1977)
- Part 3 of the National Housing Code (2009).
- The requirements of the NHBRC (National Home Builders Registration Council).

The Contractor is also required to take cognizance of the following:



- Where product names are used, the Contractor may propose equivalent approved products, the Contractor shall only be allowed to use such alternative products upon receipt of written approval from the Project Manager (or Project Manager's Supervisor). All products must be SABS approved.
- Where required, all approved products must be installed or fixed in accordance with the manufacturers details or specifications.
- All structural items specified are to be read in conjunction with the drawings and respective specifications.
- The Contractor shall also provide the Structural Engineer with all compliance certification of all building materials prior to placing orders for construction.
- All plumbing and drainage to conform with SANS 1200, SANS 10400 and the Local Authority's standards. Furthermore, the plumbing (pertinent to water supply) up to the edge of the buildings shall comply with the Civil Engineering minimum standards.
- Water meters shall comply and be installed in accordance with the Local Authority's requirements. Furthermore, the Contractor shall make application for the installation of the water meters timeously.
- The Contractor to also take cognizance of the requirements set out by Clause 14 of Regulation R509 of 8 June 2001 (Regulations relating to compulsory national standards and measures to conserve water).

ii. **SANS 10400 G: 2011 (Edition 3) – Excavations**

NATURE OF THE GROUND ON SITE

The Contractor is required to visit the site and avail himself of the site conditions.

2.1. FOUNDATION EXCAVATIONS: SANS 10400-G

The excavations for concrete strip footings of load bearing walls must be 700mm wide x 600mm deep. Any unsuitable material must be excavated and carted off site. The excavated area must be refilled with suitable material and compacted to an engineer's specification.

All excavations for concrete strip footings and surface beds must be inspected by the engineers representative and approved prior to any concrete being poured.

2.2 FOUNDATIONS: SANS 10400-H

All concrete to be mixed mechanically. No hand-mixes will be allowed. All foundations and slab thickenings to be designed and certified by the structural engineer.

All foundations for load bearing walls to be a minimum of 700mm wide x 250mm deep class 25/19 reinforced mass concrete and certified by the structural engineer.

All foundations for non-loading walls as per note 2.5.10. Overlap lengths for stepped foundations to be a minimum of 400mm and not closer than 1m from any corner.

A minimum of two successful dynamic cone penetrometer (DCP) tests must be carried out and recorded by the contractor in the presence of the engineer or his representative. Results to be submitted to the consulting engineer for approval and record keeping.



The costs of making, storing and testing of concrete test cubes as required under Clause 7 'Tests' of SABS 1200G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Supervisor.

The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Project Manager and/or Supervisor. (Test cubes are measured separately).

The Contractor to take cognisance of the following relative to all structural concrete (including mass concrete footings and concrete surface beds) being cast for the Works:-

- Purpose made steel moulds of an acceptable quality shall be used to make a set of 3 x test cubes of size 150 x 150 x 150mm. On any day when the total volume of concrete batched and cast exceeds 50 cubic metres, one set of 3 test blocks is to be cast for each 50m³ or part thereof.
- Test cube dimensions are to comply with SANS 5860.
- The making and curing of the test specimens is to comply with SANS 5861 Part 3.
- Concrete test blocks required to be tested by an accredited laboratory shall use the method outlined in SANS 5863:2006. CONCRETE TESTS-COMPRESSIVE STRENGTH OF HARDENED CONCRETE.
- One of the three test cubes is to be tested 7 days after the concrete is cast. The other 2 are to be tested 28 days after the concrete is cast.
- Test results and a compliant reports are to be issued to the engineer at 7 days and at 28 days after casting, immediately upon the tests being completed.

2.3 FOUNDATION WALLS: SANS 10400-H

Where the depth of a 140mm wide foundation wall exceeds 400mm on a sloping site, such wall be classified as a retaining wall and must be constructed to the structural engineer's specifications.

All foundation walls to be filled with class 10/13 mass concrete unless otherwise specified by the structural engineer.

All brick work layers to receive 2.8mm ø brick force all round. Mortar mix for foundation walls to be 1 part cement : 1 part lime : 6 part approved building sand = 2x50kg cement : 2x50kg lime : 6 wheel barrows approved building sand.

Where required by the structural engineer, reinforced concrete shall be at least class 25/19.

2.4. FLOOR SLABS AND APRONS: SANS 10400-J

All concrete to be mixed mechanically. No hand-mixes will be allowed. Existing ground to be free from organic matter and compacted and tested as required prior to importing approved fill material under slab.



The maximum height of fill (G7 quality) beneath floor slabs measured at the lowest point shall not exceed 400mm unless certified by the structural engineer.

Fill (G7 quality) shall be moistened prior to compaction so that a handful squeezed in the hand is firm, but does not show signs of moisture. Fill (G7 quality) shall be placed in un-compacted layers not exceeding 100mm in respect of hand compaction or 150mm in respect of compaction by mechanical means.

Compaction shall be such that 3 or more blows of a dynamic cone penetrometer are required to penetrate 100 of fill. Fill & compaction as per engineer's specification. Un-reinforced floor slabs shall be 100mm class 25/19 on 250micron DPM sheet with a minimum 200mm overlaps.

Reinforced concrete slabs shall be 100mm class 25/19 with ref 193 mesh. Floor slab level shall be at least a minimum of 200mm above the highest natural ground level within the footprint of the house. Control joints provided at 6m - see structural engineer drawings.

Slabs to be properly cured for 3 days by means of covering it with a layer of damp sand or DPM which covers the entire slab, air sealed at the periphery. If the difference in level at entrance door, between floor slab and finished ground level exceeds 200 then steps needs to be provided on a 150 thick footing.

2.5. EXTERNAL WALLS: SANS 10400-K

As per Engineering drawings and specifications.

2.6. INTERNAL WALLS: SANS 10400-K

As per Engineering drawings and specifications.

2.7. ROOF STRUCTURE: SANS 10400-L

170mm thick concrete roof slab as per details, with 80mm screed as per Engineering drawings

2.10. EXTERNAL FRAMES AND DOORS

To match existing and as per Engineering drawing layout information

2.12. CARPENTRY AND JOINERY

16mm white melamine kitchen cupboard with two doors including concealed hinges and handles as per detail.



2.13. WATER SUPPLY 10252:1:2018

Plumbing: conform to SANS 10252:1:2018 - water installation for buildings. The design of the water needs must comply with the following regulatory requirements: NBR a21: design population and SANS 10252 – 1: table 1, 2 and 3.

The contractor must make an application for a 15mm water meter connection in good time whilst construction of the building is in progress. On completion, and before occupancy, the contractor must confirm a date with the municipality for the connection of the water meter. Water meter to be supplied by the municipality.

2.14. DRAINAGE: SANS 10400-P & SANS 10252-2

External soil drain pipes to be 110mm uPVC plain ended pipes with Kimberley sockets with a minimum cover of 450mm and minimum slope of 1:60.

All external 40mm uPVC bends to have cleaning eyes. Two-way vent valve to be placed a minimum of 150mm above the seal of the highest drainage point. Rodding eyes to be installed at the head of the line, at municipal connection and a change of grade and direction and may not be more than 12m apart.

Small Under counter Grease trap that fits in the under counter space to be provided, similar or approved.

2.15. KITCHEN AND SANITARY WARE

As per Engineering drawing and specifications

2.16. PAINT FINISH

No priming and painting may be done before approval of all surfaces by the Project Manager's supervisor.

All surfaces must be sound, clean and have a moisture content of less than 8% for walls generally and 3% for slabs, etc. All coats are to be thoroughly dry before subsequent coats are applied, and rubbed down smooth with sandpaper where and if necessary. Paint suppliers specification to be followed.

2.16.1 External & internal walls

External walls: painted with an active / valid agreement SA certified external coating system. Coated with an approved plaster primer and with two coats of approved water resistant paint to manufacturer's specifications, to match the existing buildings on the site.

2.16.2 Internal steel door frames

Apply an approved anti-rust undercoat and one coat approved enamel paint.

2.16.6 Ceiling & cornices

Prepare surfaces and remove all loose material and apply one coat approved plaster primer and two coats of approved water resistant paint in strict accordance with the manufacturers' specification and instructions.



2.17. ELECTRICAL WORK

The contractor is referred to the notes and specifications on the electrical drawing layouts, and accompanying these, the bills of quantities for the electrical work for the full descriptions of the following items, which are to be read and priced in conjunction with the said specifications and drawings.

2.17.1 Distribution board, Metering, Electrical Wiring, Conduits, etc.

The distribution board shall be a steel powder coated type, or similar approved. The rate for the distribution board etc. are to include for busbars, jumpers, neutral bars, internal wiring and conduits and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings. The pre-paid meter, which the Contractor shall install, must be supplied and commissioned by the Supply Authority (i.e. Eskom) in accordance to the Supply Authority requirements and specifications.

2.17.2 Junction Box, etc.

The junction box is the point of supply or control between external and internal reticulation. The rate for the junction box etc. are to include for the supply, installation and fixing of the box (Size: 200mm x 160mm x 100mm) with a double pole isolator, neutral bar and earth bar and connections. The junction box shall be high impact strength and flame retardant, minimum 25year UV protection, minimum IP54, IEC 60965-2-1 glow wire test, electrical flash sign on front cover and wall mounted [Note: Optional is to use triangle screws to prevent unauthorized access.]

2.17.3 Switches, socket outlets, circuit breakers, wiring, conduits, etc

Rates for switches, socket outlets, circuit breakers, wiring, conduits, etc are to include for screwing to outlet boxes, connecting up to wiring and cover plates. All materials to be used shall be SABS compliant.

2.17.4 Light fittings

Rates for light fittings are to include for hanging, fixing, wiring, delivery to site, connecting and for lamp holders, fluorescent tubes and lamps of the type and wattage described.

2.17.5 Materials

All materials used shall be new and only equipment bearing the SABS mark of approval may be used in order to comply with relevant SANS regulations. Materials not bearing such a mark shall be rejected unless it can be proved that it complies with the relevant SABS specifications. The use of locally manufactured equipment is preferred. No chasing is allowed in the block work, the conduits and boxes must be built in as the walls are being constructed.

2.17.6 Compliance and Commissioning

The connection of the internal electrical reticulation (from DB Board to external supply), the commissioning and Certificate of Compliance (CoC) is the responsibility of the Contractor. The electrical installation to comply with SANS/SABS 10142-1 (as amended) and conform to the requirements of the Supply Authority's (i.e. Eskom). All relevant policies, standards or methods to be agreed and approved before work commences. Consultation prior to commencement of work to take place. The Contractor to provide a Certificate of Compliance (CoC) to the Electrical Engineer upon completion of each house. The commissioning process to be facilitated between the Contractor and Supply Authority by the Electrical Engineer. All works relating to compliance and commissioning is deemed to be included in the Contractor's tendered rates.

2.17.7 Rating

16 Amp combination switch socket outlets.



C3.5 Management

C3.5 MANAGEMENT

C3.5.1 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.5.2 CONSTRUCTION PROGRAMME

C3.5.2.1 Format

In addition to the requirements of Sub-Clause 5.6 of the General Conditions of Contract, the Contractors programme shall:

- i) be in a bar chart form
- ii) show the various activities related to a time-chart indicating the sequence of performing the works comprising the contract.
- iii) indicate critical path activities

C3.5.2.2 Allowances

The Contractors programme shall take the following into consideration:

- expected weather conditions
- special non-working days as stipulated in the Appendix to Tender
- the accommodation and safeguarding of traffic
- Other contractors on site (refer to C3.4.16)

C3.5.3 PROCEDURES DURING CONSTRUCTION

The Contractor to supply, keep up to date and keep the following documents on site:

C3.5.3.1 A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.

C3.5.3.2 The Contractor to supply and keep on site and A4 triplicate site instruction book.



C3.5.3.3 The Contractor to supply an A4 duplicate diary on site. The Contractor to keep daily diary with at least the following information.

- Weather condition
- Record of any accidents and detail
- Record of construction activities of the day
- Information of any strikes
- Any other relevant information

C3.5.4 SITE FACILITIES AVAILABLE

C3.5.4.1 Source of Water Supply

Water is available from existing municipal network. The Contractor must make the temporary connection and install a meter at his own expense at a point approved by the Engineer.

The Contractor will be held responsible for any wastage of water due to negligence.

C3.5.4.2 Source of Power Supply

The Contractor is to make his own arrangement for the supply of power.

C3.5.4.3 Location of Camp and Depot

The Contractor must make his own arrangements for a campsite. The Contractor shall make his own arrangements for the accommodation of labour. No labour or security staff will be allowed on site over night.

C3.5.4.4 Spoil Sites

No indiscriminate spoiling of material will be allowed.

All unsuitable surplus material shall be removed from the site and the Contractor shall make his own arrangements with regard to a suitable spoil site.

C3.5.5 ABNORMAL RAINFALL

Refer to Contract Data – C1.2

C3.5.6 TIME RELATED ITEMS (Sub-Clause 8.2.2)

An approved extension of time (other than an extension of time granted in terms of Clause 12(8) of the Special Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

C3.5.7 NAMEBOARD (Sub-Clause 3.2.1)

The Contractor must make provision for one name board.



C3.5.8 PROTECTION FROM STORMS AND FLOODS

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, stormwater or subsurface water.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site.

C3.5.9 EXISTING SERVICES

The Engineer will provide information regarding the location of existing utility services, but the Engineer does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing services before commencing construction to ensure that no damage is done to any service.

The Contractor shall take all reasonable precautions to protect existing services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer.

Whenever services are encountered which interfere with the execution of the Works and which require to be moved and relocated, the Contractor shall advise the Engineer who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be classed and paid for as "Daywork" as prescribed in the General Conditions of Contract.

The Contractor shall work in close co-operation with private owners or public authorities controlling services, which have to be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which have to be carried out, by the owners or controlling authorities themselves. The Contractor is to make allowance in his programme for this contingency.

Where services have to be removed or relocated or protected the Engineer will at the request of the Contractor, notify or negotiate with the owners or authorities controlling those services, but the Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations.

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for the location and protection of existing services.

C3.5.10 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow.



C3.5.11 SETTING OUT OF WORKS

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided.

Commencement of works will only take place after Block Corners has been set out by a Registered Land Surveyor, appointed by the Client.

C3.5.12 SANITARY CONDITIONS

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area are strictly prohibited.

C3.5.13 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross-sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

C3.5.14 DENSITY TESTS / CONCRETE CUBES

The Contractor shall carry out his own density tests on each compacted layer and these tests shall be submitted to the Engineer for scrutiny and approval before commencing with the construction of the following layer.

The Contractor also needs to do his own concrete cube tests, which is to be handed to the Engineer for scrutiny and approval. The Engineer may order that further, control tests are to be taken.

The Engineer may order that control tests be taken by his own or another independent laboratory. A provisional number of tests are provided in the Bills of Quantities to allow for the cost of control tests.

The sum allowed shall, however, be under the control of the Engineers and payment shall only be made to the Contractor on receipt of proof of expenses incurred by the contractor for the tests, i.e. payments to be made to an independent laboratory.

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. Cub/Density tests carried out by the Contractor in the normal course of his work shall not be covered by this sum and shall be carried out at his own expense.

The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

C3.5.15 HEALTH AND SAFETY SPECIFICATION

Refer to Annexures

C3.5.16 ENVIRONMENTAL MANAGEMENT PLAN

Refer to Annexures



MECHANICAL HVAC SPECIFICATION

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20.b MECHANICAL SPECIFICATIONS

GENERAL SPECIFICATION

1. GENERAL SPECIFICATION

1.1 SCOPE

1.1.1 This General Specification describes the usual material required for Air Conditioning installations and the general methods of constructing and installing the various components and equipment associated therewith.

1.1.2 This General Specification forms a supplement to the drawings and specifications for a particular subcontract. Where the detailed Specification and/or the drawings differ from this General Specification, the Detailed Specification and Drawings shall take precedence.

1.2 GENERAL

1.2.1 All workmanship and materials used in the installation shall be of the highest quality and, where not fully covered by this Specification, shall conform with best modern practice, as determined by the Engineer.

1.2.2 The entire installation shall comply fully with all relevant requirements of governmental and local authorities and the equipment provided for the installation shall comply in all respects with the Occupational Health and Safety Act of 1993 as amended.

1.2.3 All electrical work associated with the installation shall comply with the requirements of the Municipal Authorities and shall be carried out in accordance with the latest edition of the "Standard Regulations for the Wiring of Premises".

1.2.4 Alternative equipment, materials or apparatus from those that are noted or required on the drawings and/or in the Specifications, may only be offered and supplied on the written approval of such equipment, material or apparatus by the Engineer.

1.2.5 All things being equivalent, preference will be given to South African manufactured equipment, material or apparatus. In cases where all the necessary information is not supplied by the tenderer, then the Engineer's decision shall be final.

1.3 DUCTWORK

1.3.1 Ductwork shall be carried out in accordance with the details shown on the Drawings and shall be fabricated from prime quality galvanised sheet steel. All duct sizes indicated on the drawings are metal sizes and include the necessary allowances for any internal insulation which may be specified.

1.3.2 Ductwork shall be fabricated and installed in accordance with the following specification, which shall be read in conjunction with the standards set by the South African Bureau of Standards



(SABS) Standard Specification for Air Conditioning Ductwork, SABS 1238-1979, which shall be adhered to in detail except only as hereinafter specified.

Rectangular ductwork sheet steel thickness and cross breaking length shall be as follows:

Duct Size long side mm	Semi Perimeter	Duct Joint	Sheet Steel thickness mm	Cross Breaking length mm
Up to 750	<1150	Slip & Drive	0,6	2400
Up to 750	>1150	Mez	0,6	2400
760 to 1350		Mez	0,8	1500
Above 1350		Mez	1,0	1500

1.3.4 Longitudinal seams shall be Pittsburgh lock on all duct sizes. Cross joints on concealed ductwork having a semi-perimeter not exceeding 1150mm shall be as follows:

Duct Size long side mm	Long Side	Short Side
Up to 750	'S= slip	Drive Slip

Cross joints on concealed ductwork having a semi-perimeter in excess of 1150mm shall be of Mez or equivalent flange type, installed in accordance with the manufacturer's recommendations. As an alternative to the Mez or equivalent flange joints, 40mm x 3mm angle flange joints may be used.

Cross joints on all exposed ductworks shall be of Mez or equivalent flange type.

1.3.5 Ductwork supports shall be of rod and angle type, sheet metal straps not being permitted. The size and spacing of these supports shall be as follows:

Duct Size long side mm	Semi Perimeter	Angles mm	Rods Dia mm	Spacing Max - mm
Up to 750	<1150	40 x 2	6	2400
Up to 750	>1150	40 x 2	6	2400
760 to 1350		40 x 3	8	2400
Above 1350		40 x 6	8	3000

Rods shall be cut back so as not to protrude beyond the angle bracket.

1.3.6 Rectangular ductwork shall be regarded as low velocity, low pressure ductwork, suitable for pressures up to 500 Pa and velocities up to 10 m/s. It shall accordingly be fabricated and installed to comply with the above requirements, and SABS 1238-1979.

1.3.7 All cross joints in ductwork shall be sealed with a liberal coating of 3M or equivalent Duct Sealer. Longitudinal joints/seams exposed to the weather shall be made waterproof.

1.3.8 All duct connections to vibrating equipment shall consist of a flanged joint, followed by a flexible connector, consisting of a neoprene covered, fibreglass cloth, fixed on either side of the joint in a double lock seam, to form an airtight flexible joint with a minimum of 50mm separation between metal edges. Ducting at flexible joints shall be so supported that the ductwork is held square with the adjoining ducting and no stress is imposed upon the flexible joint. Copper earthing straps shall be fitted over all flexible duct connections and be carried out in accordance with the standard wiring regulations.



The flexible connections exposed to the weather shall be covered with a sheet metal strip, to protect the flexible material from direct sunlight.

Flexible ducts shall comprise aluminium inner core, shielding the fibreglass insulation from the airstream. The outer jacket / vapour barrier shall be of a very tough spirally reinforced multiple layer aluminium laminated construction. Where flexible ducts connect to normal sheet metal ductwork or other equipment, a liberal coating of 3M or equivalent duct sealer shall be used, the joint then sealed with 75mm wide duct tape, and finished with an approved clamp or metal strap to ensure an airtight joint.

1.3.10 Circular flexible ducting connected to supply air diffusers shall not exceed 1,5 metres in length.

1.3.11 All supply air ducting shall be pressure tested with a maximum permissible leakage of 5% at a test pressure of twice the working pressure.

1.3.12 The maximum permissible leakage rate for return and ventilation air systems shall not exceed 5%.

Kitchen canopy and fume extract air ducting systems shall be made 100% airtight.

1.3.13 All insulated ducting in storage, or in position, shall be adequately protected at all times.

1.3.14 All ducting joints exposed to weather shall be waterproof and corrosion free.

1.3.15 All ducting exposed to the weather shall be painted as per Clause 1.20 of this section. Colour coding shall be as per Clause 1.20.6 of this section.

1.4 DUCTWORK INSULATION

1.4.1 Ductwork shall be insulated according to the requirements noted on the Drawings and in accordance with the following specifications.

1.4.2 Where noted on the Drawings, the supply air ducting shall be internally insulated with 25mm thick "sonic liner" or equivalent, glued to the inside surface of the ducting with a fire-retardant adhesive. In addition, the insulation shall be further mechanically secured with Grip Nails, or 'Spotter Pins', at 450mm centres, and not more than 75mm from the edges of each panel. The insulation ends shall be covered with 0,8mm thick galvanised metal strips rivetted to the duct panels to prevent erosion of particles of the insulation into the air stream.

1.4.3 External supply and return air ducting shall be internally insulated with 50mm thick "sonic liner" or equivalent, glued to the inside surface of the ducting and mechanically secured.

1.4.4 Ducting installed in open roof spaces above insulated ceilings shall, in addition to being insulated internally with 25mm thick "sonic liner" or equivalent, be wrapped externally with 50mm thick "foil faced" or equivalent fibreglass insulation, unless otherwise noted on the drawings. This external insulation shall be strapped around the ducting with strapping bands fixed at 1200mm centres, and joints sealed with foil duct tape.

1.4.5 All supply and return air ducting installed in open plantrooms and exposed to the weather shall be insulated with 40mm thick polyisocyanurate (PIC) foam insulation (35 kg/m³) glued onto the ducting. All joints in the ducting are to be sealed before application of the insulation. The insulation shall be covered with 300 g fibreglass chop strand. The chop strand shall be covered with two coats polyester resin. This shall be sanded smooth and coated with a resin rich topcoat pigmented in white colour.



- 1.4.6 Ventilation ducting only installed above ceilings and below concrete slabs shall be uninsulated, unless otherwise noted on the Drawings.

DIFFUSERS, GRILLES AND LOUVRES

- 1.5.1 Air distribution shall be affected by means of ceiling diffusers or grilles of the sizes, types and having the discharge patterns as indicated on the Drawings.
- 1.5.2 Ceiling Diffusers and grilles shall be fixed to spigots extending not less than 100mm from the ducting, unless otherwise indicated on the Drawings, and shall be securely fixed so that no screws or other fixing devices are visible.
- 1.5.3 Supply air diffusers shall be of steel construction and shall consist of an inner core which shall be easily removable from the outer section to facilitate access to the volume control damper located behind the diffuser. The inner core shall consist of concentric rectangular collars and the outer section shall consist of a single rectangular or bevel collar provided with a concealed spigot for attaching the diffuser to the supply ductwork.

The rear backing including the disc of all supply air diffusers for coastal projects, shall be lagged with a minimum 3mm thick life care - fire and heat resistant foam.

Supply air diffusers shall be complete with dampers and shall be finished in an epoxy powder coating in a colour to suit the Architects requirements. Alternatively, fibreglass or aluminium diffuser casings will be acceptable.

- 1.5.4 Supply air grilles shall be of the double deflection type, consisting of two rows of individually adjustable aerofoil section vanes, the front vanes being horizontal and the rear vanes vertical. The vanes shall be housed in a surrounding fixing flange with neat, mitred joints at the corners. The entire grille assembly shall be of extruded aluminium construction and shall be finished in plain anodised aluminium unless otherwise noted on the Drawings.

Supply air grilles shall be complete with factory fitted opposed blade dampers.

- 1.5.5 The multivane opposed blade dampers provided with supply air diffusers and grilles shall be finished in matt black lacquer. The dampers shall be attached to the rear of the grilles and fitted into the spigot connections or the diffusers and shall be adjustable, by means of a key or a lever, from the front of the installed diffusers and grilles.
- 1.5.6 Return air grilles shall consist of aluminium grid core housed in an extruded aluminium fixing flange with neat, mitred corners and finished in plain anodised aluminium, unless other noted on the Drawings.

Return air grilles shall be with a 12mm grid core.

- 1.5.7 Door grilles shall be of extruded aluminium construction, suitable for fitting into doors of varying thickness, and shall be finished in a colour to suit the Architects requirements. Door grilles shall be fixed to doors by means of countersunk screws with a colour to match the door grille.
- 1.5.8 Outside air intake weather louvres shall be of the extruded aluminium, fixed vane type, fitted with a metal vermin proof screen on the rear side, as well as an opposed blade damper.

Dampers shall be provided with a locking device so that once they have been set for the correct air flow they can be permanently locked in position. Louvres shall be finished in plain anodised aluminium.

Where indicated on the Drawings the outside air intake louvre assembly shall be fitted with filter



holding frames, with firmly fixed foam rubber gaskets and spring clips, for the attachment

of the fresh air filters, as later specified herein. The frames shall be fixed to the weather louvre so as to prevent any air by-passing the filters.

- 1.5.9 Rubber gaskets shall be glued to the rear of the fixing flanges of all diffusers, grilles, and louvres, to ensure airtight seals and prevent smudging.

1.6 DAMPERS

- 1.6.1 Dampers shall be provided where shown on the drawings for shutoff, bypass or volume control purposes, or where required to comply with local fire codes.

- 1.6.2 Volume control dampers shall consist of multiple blades acting in opposed blade manner, the blades being robustly linked together to operate in complete unison. Individual blades shall be hooked-edge construction, so bent for rigidity. The blades shall have steel trunnions mounted in bronze sleeve bearings or ball bearings. Permanently set dampers shall be provided with suitable devices to facilitate locking them in position, with 'Open' and 'Shut' position indicated.

Motorised dampers shall include suitable fastening and supports for motor actuators.

Damper hardware shall be the product of an accredited manufacturer of such items. Damper sections shall be housed in flanged steel metal casings of 1,6mm thick galvanised steel. Damper blades shall not exceed 200mm in width and 1000mm in length. Dampers over 1000mm in length shall be sectionalised into separate cells, each with its own shaft and bearings, to ensure that the blade length of each section does not exceed 1000mm.

- 1.6.3 Fire dampers shall be manufactured to a recognised fire code with a two-hour fire rating. Damper casings shall have flanged ends and damper blades shall not exceed 300mm in width. The fire dampers shall comply in all respects with the requirements of the local municipal fire authorities in the area where they are to be installed.

Damper blades shall be closed by the operation of approved fusible links, located where they would be immediately affected by an abnormal rise in temperature of the air stream. When called for on the Drawings, the blades shall also be actuated by solenoid operators which shall be provided by the damper manufacturer. When closed the blades shall be held by a catch arrangement so as to provide a positive seal against the air stream.

- 1.6.4 Duct mounted air volume control dampers and fire dampers installed in ducts shall be provided with a minimum 300 x 300mm inspection opening, so that the dampers may be checked, maintained and reset when required. These inspection openings shall be covered with suitably sealed access panels.

1.7 SOUND ATTENUATORS

- 1.7.1 Sound Attenuators shall be provided and installed in the positions indicated on the Drawings and shall be selected to provide the Noise Criteria levels specified in Part V hereof. Sound attenuators shall be of factory fabricated type.

- 1.7.2 The sound absorbing lining material shall impart no odour to the air, shall not delaminate readily, and shall have no loose material or any exposed surface that may be detached by the air stream either during installation, or under regular operating conditions. The material shall also be non-combustible.

- 1.7.3 All lining material shall be in good condition at the time of final inspection. Material that has been damaged in shipment by rough handling, vibration, or exposure, shall be rejected.



Material that has been damaged prior to final inspection shall be replaced or coated to prevent detachment of loose material as directed by the Engineer.

- 1.7.4 Sound absorbing lining material generally shall have a density of not less than 16kg per m³, a thickness of not less than 25mm, and sound absorbing efficiency at each frequency of not less than the following:

Frequency cycles per second	250	500	1000	2000
Percent absorption (%)	45	65	65	80

- 1.7.5 The factory fabricated sound attenuators shall be complete units consisting of an outer casing, sound absorbing material and internal baffles and supports. Casings shall be made of zinc-coated steel, not lighter than that specified herein for ducts of the same outside dimensions.
- 1.7.6 Sound attenuators installed in any extract system from a kitchen canopy shall be Melinex lined.
- 1.7.7 Sound attenuators that form part of a system that operates under smoke/fire conditions shall have their lining covered with perforated plate.

1.8 AIR FILTERS

- 1.8.1 Air filters shall be installed before the coils in the packaged air conditioning units and the air handling units, and shall be minimum 50mm thick, high performance, washable, pleated panel filters.
- 1.8.2 Long life air filters installed in independent air filter banks in Plantrooms, or before the coils in packaged air conditioning units and air handling units, where indicated on the drawings, shall be extended surface air filters with PSB 290 filter media having an arrestance of 90% (ASHRAE). Each filter cell shall be suitable for the manufacturer’s recommended air flow of 0,833 m³/s at an initial resistance of 20Pa. Manometers to be used in conjunction with these filters shall be set for a final resistance of 150 Pa.
- 1.8.3 Fresh air filters shall be of the same make, type and size as the return air filters fitted in the units and shall be fitted into the holding frames installed on the rear of the outside air intake weather louvre, so as to be easily removable from inside the plant room area or building.
- 1.8.4 Air filters shall be fitted into holding frames which shall be so designed to allow a negligible quantity of air to bypass the filters.
- 1.8.5 All filter banks shall be mounted in easily accessible positions and shall be reachable with a normal 1.8m long ladder.

1.9 PROPELLER FANS

- 1.9.1 Propeller fans shall be of the size and type as indicated on the drawings and shall be capable of the duties specified.
- 1.9.2 Propeller fans shall be of the direct connected, motor-driven type manufacture. Wheels shall have steel or aluminium blades with heavy hubs. The fans shall be quiet in operation and shall be dynamically balanced.



Mounting rings or plates shall be cast, or die formed, to smooth curves where the air enters the wheels. Mounting plates shall be heavy enough to prevent distortion and shall be turned up at all edges or braced with steel angles.

- 1.9.4 Propeller fans mounted below the ceiling shall be provided with wire mesh guards.
- 1.9.5 Where indicated on the drawings, propellers fans shall be mounted within correctly proportioned fan chambers suitable for connecting to ducting. The fan chambers shall be designed to allow the required space for radial air flow into, and from the impeller tips, and shall be fitted with diaphragm plates for mounting the fans, suitable fixing flanges at both ends, external terminal boxes and an access door for inspection and maintenance of the fan motors. The fan chamber casing shall be manufactured of 1,2mm thick galvanised sheet steel.
- 1.9.6 Exhaust fans to be installed through walls shall be type WX, built-in wall fans, having an ivory-coloured finish and complete with a back-draught shutter to open and close as the fan is switched on and off.
- 1.9.7 Exhaust fans to be installed through windows shall be type GX, having an ivory-coloured finish, and shall be complete with automatic shutters which shall close off the fan openings when the fans are not in operation. The fans shall be fitted through the windows in circular openings in the glazing, to be provided by the Principal Contractor.
- 1.9.8 Single phase fans shall be wired in neatly affixed, suitably rated, three core white cabtyre flex to white plug tops, to be plugged into adjacent switch plugs to be provided by others, in the positions indicated on the Drawings.
- 1.9.9 All ferrous parts of fan components shall be corrosion free.

1.10 AXIAL FLOW FANS

- 1.10.1 Axial flow fans shall be of aerofoil type manufacture. They shall be of the size and type as indicated on the drawings and shall be capable of the duties specified.
- 1.10.2 Fan impellers and hubs shall be of die-cast aluminium alloy and shall be accurately balanced to ensure vibrationless running.
- 1.10.3 The fan casing shall be fabricated from heavy mild steel plate, suitably reinforced, and fitted at each end with a flange drilled for fixing. An inspection door of ample size shall be provided in the casing.
- 1.10.4 The fan motor, with frame diameter matching the impeller hub size, shall form an integral part of the fan. The motor shall be of the totally enclosed, squirrel cage type, suitable for the supply voltage specified. Motor connections shall be brought out to terminals located in a weatherproof, external terminal box which shall be an integral part of the fan casing.
- 1.10.5 Fans shall be resiliently mounted on, or suspended from, strong angle iron brackets by means of suitable anti-vibration mountings.
- 1.10.6 Fan speeds shall not exceed the maximum values specified in.
- 1.10.7 All ferrous parts of fan components shall be corrosion free.

1.11 CENTRIFUGAL FANS

- 1.11.1 Centrifugal fans shall be having capacities and shall be installed in the positions as indicated on the drawings.



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- 1.11.2 Centrifugal fans shall be of the multi-vane type with forward or backward curved vanes and shall be of single or double inlet as specified, or as indicated on the drawings.
- 1.11.3 The fan casing shall be fabricated from heavy sheet steel, reinforced, and rigidly supported by means of a steel angle superstructure, and shall be corrosion free.
- 1.11.4 Bearings shall be of the sleeve, ball, or roller type in accordance with the fan manufacturer's standard practice. They shall however be selected and fitted for quiet operation in accordance with the bearing manufacturer's recommendations. Where bearings are located in the air stream, precautions shall be taken to prevent the loss of lubricant. The runners of single inlet fans shall be overhung from outboard bearings.
- 1.11.5 The fan wheel and shaft shall be statically and dynamically balanced and designed to prevent vibration at the required operating speed. This operating speed shall be well below the first critical speed.
- 1.11.6 Fan drives shall be by means of V-belts and grooved pulleys. Fan motors mounted on the fan housings are not acceptable.
- 1.11.7 Large fan housings shall be made up in sections to permit installation through available openings in the building.
- 1.11.8 Fan shafts shall be of steel and shall be properly protected against corrosion by means of suitable wrappings, and protective grease coatings.
- 1.11.9 All ferrous parts of fan components shall be corrosion free.
- 1.11.10 All fan casings shall be fitted with removable airtight access panels, to ensure maintenance inspections of fan internal casings.

1.12 ELECTRIC MOTORS

- 1.12.1 All electric motors on the installation shall be of one make unless forming an integral part of the equipment served, and shall not operate in excess of 1500 r.p.m., unless approved by the Engineers for specific applications.
- 1.12.2 Motors shall be 380 volts, three phase, 50 Hertz for all sizes from 0,4 kW upwards. Smaller motors may be 230 volts, single phase, 50 Hertz.
- 1.12.3 All motors shall be of the totally enclosed, fan cooled type, and shall have metric frame dimensions. Motors shall be quiet in operation and corrosion free to the full acceptance of the Engineers.

All electric motors for outdoor condensing units shall be of the weatherproof type, and all motor components shall be corrosion free.

- 1.12.4 Three phase motors shall all be squirrel cage, induction type, with special high torque motors being used on high inertia loads such as large centrifugal fans.
- 1.12.5 Starting methods for three phase motors shall be in accordance with local regulations. In the event that these regulations are not available at the time of tender, the following starting methods shall be allowed for:

Motors up to	4 kW	direct-on-line
Motors above	7 kW	Star-delta (where the site is not serviced by its own transformer)
Motors above	22,5 kW	Auto transformer started in three steps.

- 1.12.6 Single phase motors shall be of the capacitor run or start type, protected by a manual reset overload.



1.12.7 The nameplate rating of electric motors shall be at least 15% greater than required, on motors below 15kW. On larger motors a 10% margin shall be allowed.

1.13 MACHINERY DRIVES

1.13.1 Direct drive couplings shall be of the non-lubricated type, rated at least 125% of driving motor horsepower, and flexible to allow minor misalignment. "Pin-and-push" type couplings shall not be used, all direct drive couplings being manufactured by Fenner or approved equivalent. Direct drives shall be accurately aligned using the appropriate instruments to within 0,25mm.

1.13.2 V-belt drives shall in no case consist of less than two belts, and shall be selected in accordance with manufacturer's rating, plus one additional belt per drive. Sheaves shall be machine cast iron with Taperlock shaft bushes, all equivalent to Fenner. Aluminium pulleys will not be permitted. All drives on the installation shall be of the same make, and of modern high-capacity belt section, etc. V-belts shall be fitted in matched sets only.

1.13.3 All drives shall be fitted with adequate drive guards complying with the relevant Government regulations, which guards shall be readily removable for access to the drives. Guards fitted to the belt drives shall have an expanded metal face to enable visual inspection of the drive without the need to remove the guard.

1.14 AUTOMATIC CONTROLS

1.14.1 Provide, install, and set into operation all the automatic control devices shown on the relevant Diagrams, and interlock same as required to perform their function correctly. The Service Provider shall note that the various controls shown on the drawings, and as mentioned herein, indicate the basic control elements and functions required only. They shall additionally furnish all ancillaries necessary to fulfil the desired plant operation.

1.14.2 All control equipment shall comply with the following:

1.14.2.1 Temperature and Humidity controllers shall be of the type specified, and as indicated on the Wiring diagrams.

Thermostats shall have bimetal, vapour pressure, liquid filled, or resistance type sensitive elements, and humidistats shall have sensitive elements of human hair, or other suitable material of approximately equivalent sensitivity, or of the hygroscopic resistance type.

Room thermostats, electronic sensors and room humidistats shall be securely attached to suitable bases mounted on the walls or other building surfaces. Each thermostat, electronic sensor or humidistat shall be located where shown, or, if not shown, where it will respond to average temperature or humidity in the area controlled.

Thermostats, sensors and humidistats generally shall be mounted 1,8m above the floor, unless otherwise indicated on the drawings, and shall not be mounted on outside walls or partitions if other locations are possible.

Thermostats mounted on outside walls shall be provided with insulating bases.

Room thermostats and room humidistats in which the adjusting mechanism is integral with the sensing element shall have locked, or concealed adjusting devices, by means of which the operating points can be adjusted through a range of not less than 5 degrees and 10 per cent, respectively, above and below the operating points specified.

1.14.2.2 Electric temperature control systems operating at less than the normal lighting circuit voltage shall be provided with transformers to supply power for the equipment.

Transformers and line voltage controllers serving individual ventilation or air conditioning units may not be fed from the fan motor leads.



Transformers other than transformers in bridge circuits shall have primaries wound for the correct control circuit voltage. Each transformer shall have adequate capacity to operate simultaneously all apparatus connected to it and shall be capable of carrying a 25 per cent overload for one hour. Each transformer shall be enclosed in a steel cabinet with conduit connections and shall have a fused disconnect switch on the primary side, and a fuse cut-out, or thermal cut-out, on the secondary side, if the output exceeds 50 volt amperes. One leg of the secondary winding of every transformer shall be properly earthed.

1.14.3 AIR CONDITIONING, VENTILATING, HEATING AND EXHAUST PLANTS

- 1.14.3.1 Plants shall be switched ON and OFF automatically, by means of an electrically operated time switch, driven by a totally electronic unit to allow the switch to continue operating, without interruption to its programme, during power failure of up to eight (8) hours. Time switches shall incorporate a weekend cut-out feature and shall be set to operate the plant.

Time switches shall be installed within the electrical switch panel, and shall be interlocked with a rotary type MANUAL\OFF\AUTO over-riding control switch, so that the plant may be operated manually, or switched off on Public Holidays, without interruption of the programme of the time switch.

MANUAL\OFF\AUTO switches shall be mounted in the positions indicated on the Drawings.

Where applicable, as indicated on the wiring diagrams, the time switch shall be replaced with an optimised start control system which shall automatically start and stop the plant. The control shall include an outdoor and indoor thermostat which shall influence the plant starting time, to ensure the desired indoor temperature at the beginning of the occupied period.

- 1.14.3.2 Where applicable, as indicated on the relevant Diagrams, plants shall be protected against low voltage or single phasing by an electronic single phase/low voltage monitoring device, pre-set to trip the entire plant should the line voltage drop by more than 10%, or the loss of one or more phases. The device shall be set to reinstate the operation of the plant five minutes after the voltage has returned to normal.
- 1.14.3.3 Fire safety thermostats of the rigid tailstock type shall be mounted in the return air stream to each unit, or behind the common return air opening to the plant room, as applicable, and if indicated on the drawings, to sense the return air temperature and shut-down the entire system should the return air temperature exceed $\pm 40^{\circ}\text{C}$. These safety thermostats shall be of the manual reset type.
- 1.14.3.4 Plants shall be started in sequence by means of time delay relays. The timing between switching stages shall be set at not less than 20 seconds.
- 1.14.3.5 Where applicable, the temperature control circuit of each compressor unit shall be interlocked with the condenser fan switch so that the compressors will not operate unless the fan switch contacts are closed.
- 1.14.3.6 Cooling and heating thermostats, or temperature sensors, shall be installed in the positions indicated on the Drawings to control cooling and heating through the number of stages as called for in the Specification.
- 1.14.3.7 Thermostats or temperature sensors positioned within the conditioned space shall be mounted on neat, recessed wall boxes of sufficient size, so as to project at least 25mm on all sides of the controller.



1.14.3.9 Ventilation fans shall be interlocked with the air conditioning plant as called for on the relevant Drawings.

Fresh air intake fans shall be interlocked to operate only when the plant is switched on.

An additional manual override facility shall be provided to operate fresh air fans, for service inspection purposes.

Exhaust fans will be switched on and off at their relevant control points.

1.15 SWITCHPANELS AND CONTROL BOARDS

1.15.1 Provide and install, in the positions indicated on the drawings, switch panels and control boards complying in operating principals with the automatic control sequence as described before.

1.15.2 Before commencing with the manufacture and wiring of the switch panels and control boards, the Service Provider shall submit three copies of up-to-date Wiring Diagrams, schematic ladder type Diagrams of the control systems, and dimensioned panel layout Drawings to the Engineer for approval. All drawings shall show the correct terminal numbers and wire identification numbers to be used.

The Engineer shall be informed of all modifications to the wiring made until the end of the guarantee period, and updated drawings shall be submitted immediately after each modification is made.

1.15.3 The complete electrical installation, and all electrical equipment and material covered under the Service Provider shall comply with the latest edition of the S.A.B.S. Code of Practice. The workmanship and installation shall comply with the S.A.B.S. Code of Practice for the wiring of premises, the Factories, Machinery and Occupational Safety Act of 1984, Local Municipal Regulations and Bye Laws.

All components of a similar nature shall be of one make with corresponding parts being interchangeable. All equipment shall be of robust construction and have ample ratings for the duties imposed.

1.15.4 The System Fault Levels for which the switch panel components shall be designed and selected shall be 10KA, or as otherwise noted in these Specifications, for each switch panel and control centre.

All equipment in the switch panels such as fused switches and moulded case circuit breakers, for controlling outgoing circuits, shall be rated accordingly.

1.15.5 Switch panels and control boards shall be of the floor mounted type for panels having a total face area in excess of 1,2 m², and wall mounted if less than 1,2 m². Where switch panels exceed 1,2 meters, in length, they shall be divided into multi-sections.

Switch panels shall be arranged for front access only, and bottom cable entry with the main incoming isolators positioned on the extreme left-hand side of each switch panel. All switch panels shall be arranged for top exit via cable ducts.

When starting equipment creates higher than normal ambient temperatures, the switch panels shall be adequately ventilated by means of splash-proof, top ventilation openings provided with vermin proof screens.



Switch panels and control boards shall be the products of specialist manufacturers of this class of equipment, as approved by the Engineer, and shall be purpose made to contain all switchgear, controls, instruments and indicating equipment, and shall be complete with all internal wiring, all conforming with the following requirements.

- 1.15.6 Switch panel and control board casings shall be fabricated from 2,0mm thick mild steel suitably stiffened with mild steel sections and fitted with removable, hinged doors, with flush-mounted locks each provided with triplicate keys, as well as removable panels secured with chromium plated dome nuts.

Wall mounting panels shall be of the surface type with removable inner mounting chassis.

Floor standing switch panels and control centres shall be mounted on channel section, mild steel bases.

Door widths shall not exceed 900mm for all switch panels. All doors, removable covers, door pillars, mullions, etc., shall be dust resistant and provided with oil resistant, closed-cell composition, synthetic rubber, or similar gaskets. Gasketed surfaces shall be so constructed that gasketing material is retained by metal channels and does not depend entirely on an adhesive holding the gasket on a flat metal surface.

All fixing screws shall enter holes tapped into an adequate thickness of metal, or nuts welded to the back surface of the metal plates. Self-tapping screws will not be accepted.

Switch panels shall be so designed that no circuit breaker toggles shall protrude through the doors. All switches, the main circuit breakers, on/off handles, instruments and indicating equipment, reset buttons and pilot lamps only shall, however, be fully exposed and operable, as relevant, without the need to open the doors to the switch panels, this equipment being flush mounted on the door of the switch panel or on a fixed panel section on one side, or on top of the switch panel.

Adequate barriers shall be provided in the switch panels to segregate load circuit compartments from the busbar chamber, in such a way that transmission of flame from one compartment to another is minimized.

The electrical equipment within the panels shall be mounted on a steel chassis. The chassis shall also be used for the mounting of the relevant busbars.

Finish of the panels shall be in enamel. Orange on the outside and White inside. Boards shall be given three coats of paint after an initial coating of zinc-rich primer, to give a high-class gloss finish. Colour samples of the orange enamel paint shall be approved by the Engineer prior to the switch panels being painted. All switch panels and control boards shall be fitted with earthing straps, in accordance with the standard wiring regulations.

- 1.15.7 Busbars shall be provided in hard drawn annealed copper, loaded to not more than 1,55 Amps per mm² of copper, on a $\pm 50^{\circ}\text{C}$ rise, and shall be enclosed in a top horizontal and accessible compartment, with steel casing separating the busbars from other equipment. Busbars shall be mounted on porcelain or epoxy resin type busbar insulators mechanically braced to withstand 40 kA through fault current. The clearance between busbars shall not be less than 40mm between phases, and 25mm to earth, and they shall be secured by bolts having a diameter of not less than the thickness of the busbars, with a minimum diameter of 8mm. Machined bolts and nuts with washers and spring washers shall be used, and busbar supports shall have a maximum pitch of 900mm. Connections shall be made by means of copper, preferably double indent, compression lugs.

All busbar joints shall be silver or tin plated and connected with high tensile steel cadmium plated bolts and lock washers. Busbars shall be taped after all connections are made. Busbar droppers to circuit breakers shall be of minimum section 10 mm², single copper conductor.



- 1.15.8 Neutral bars are to be not less than half the cross-sectional area of the phase busbars, but not less than 25mm x 6mm, and are to be mounted on porcelain or epoxy resin type insulators, where heaters or other phase to neutral loads are used.

Where neutral bars are purely on the control side, 15mm square brass bars with 2 tapped holes per way may be used, mounted on Bakelite or proven equivalent insulators.

- 1.15.9 Earthing straps of not less than 25mm x 6mm copper shall run the full length of the complete floor standing panels, either at the top or bottom of the panels, where it must be securely bolted to the switch panel framework to ensure good continuity.

Wall mounted switch panels shall be provided with an earthing brass bolt of not less than 10mm diameter, securely fixed to the panel chassis.

- 1.15.10 All wiring within the panels shall be neatly grouped in horizontal and vertically run, approved fire resistant P.V.C. trunking, with dip-on removable covers. All wiring shall also be colour-coded in the colours red, white, and blue for the relevant phases, and black for neutral, the busbars being similarly marked.

Power wiring shall be of 2,5 mm², minimum section P.V.C. covered, stranded wire, rated for 600 volts.

Control wiring from the secondary side of control transformers shall be minimum 1,5mm², P.V.C. covered, stranded, 250-volt grade wire with bared ends soldered. All switch panels shall be carefully designed and sized to ensure ample space for wiring and making-off incoming cables.

- 1.15.11 Where required (due to fault level considerations), Current Limiting Circuit Breakers shall be used to reduce fault current levels to less than 5kA r.m.s, alternatively 7,5 kA "let-through-current". The circuit breakers to be used shall be the manually operated, trip-free type, with adjustable magnetic\thermal trips in each phase.

- 1.15.12 All fuses shall be of the HRC type, with minimum rupturing capacity to suit the system fault levels at 400 volts. Spare fuses of 25% of the total quantity, with a minimum of three of each size and type, including control circuit fuses shall be provided.

- 1.15.13 Isolators shall be of the 'on load' type, and of ample rating for the maximum load applicable. Live side terminals on all isolators must be shrouded or otherwise insulated against inadvertent contact.

Isolators installed within the switch panels shall be housed in separate enclosures, the door of which shall be interlocked with the switch operator, to prevent the door from being opened unless the switch is in the open position, and prevent closing of the disconnect switch while the door is open, unless a manual by-pass is actuated, also to prevent closing of the disconnect switch until the door hardware is fully engaged. The stem operating the isolator shall not be less than 12mm in diameter and shall not protrude more than 100mm. Provision shall be made for padlocking the disconnect switch in the open position only, with up to three 10mm shackle padlocks regardless of whether the door is open or closed.

- 1.15.14 Air-break circuit breakers shall be of the double break type and shall have a continuous rating not less than the total full load rating of the equipment. They shall have a fault capacity suitable for the design level of the system.

They shall have adjustable overloads, covering the operating range of the equipment served. which shall be series tripping up to 800 Amp and C.T. operated above this value.



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- 1.15.15 Moulded case air circuit breakers shall be rated to comply with a minimum fault level of 6kA, and a current rating to suit the load and shall be fitted with thermal overloads and instantaneous magnetic, over-current release.
- 1.15.16 Current transformers shall be air insulated and shall have an accuracy within 2% of the 0-100% scale output. One leg of the secondary winding shall be solidly earthed.
- 1.15.17 Magnetic contactors shall not be smaller than N.E.M.A. size 1 or equivalent, with encapsulated operating coils rated at 220 Volt, 50Hz. Each starter is to be furnished with one spare N.O. (Normally Open), and one N.C. (Normally Closed), auxiliary contacts rated at 5 amperes. Each starter shall also have provisions for adding two additional sets of auxiliary contact, either normally open or normally closed. Contacts and coils shall be replaceable without removing the entire contactor from the cubicle.
- 1.15.18 Motor Starters shall comply with BS 775 and N.E.M.A. specifications, and shall have thermal overload relays, which shall be of the bimetallic, ambient temperature compensated, manual reset type. Overload relays shall be resettable at any time after tripping, without rendering the relays inoperative. All terminals shall be shrouded, and the contact mechanism shall be trip-free, so that the snap action contacts cannot be held closed against continued overload. The ultimate trip current of overload devices shall be nominal 115% of the motor full load current.
- With special hard starting, e.g. centrifugal fans, it may be necessary to increase the nominal value, but in no case shall the overload ultimate trip current exceed 130% of the motor full load current.
- 1.15.19 Control relays shall be either of the heavy-duty industrial type, 600 volt with minimum 10 ampere replaceable contacts and shall be equipped with 110 volt, 50 Hz holding coils for continuous operation within a voltage range of 100 to 120 volts. Holding coils shall be replaceable without removing the entire relay from the cubicle or; alternatively the control relays may be of the plug-in type, hermetically sealed in plastic containers.
- 1.15.20 Phase failure SEQUENCE PROTECTION relays shall be arranged to shunt trip the incoming breakers so that on failure, or phase reversing, the plants will stop.
- 1.15.21 Timers shall be of the totally electronic unit type.
- 1.15.22 Sequence controllers to start plant with a minimum of 20 seconds time delay between each start- up of motors of 3kW and over shall be provided to avoid heavy current inrush on plant start-up. Sequence controllers shall be totally electronic unit type and shall automatically recycle to zero position after power interruption, and on normal plant shutdown.
- 1.15.23 Pilot lights shall be of the neon or incandescent type, with round 'Plexiglass' lenses. The colours of the lenses shall be as noted below:
- | | |
|------------------|-------|
| Indication | Amber |
| Operation | Green |
| Failure or Alarm | Red |
- Pilot lights shall be grouped in the sequence of operation of the plant components, with amber coloured lamps generally above green lamps, and the red 'failure or alarm' lamps below the respective green 'operation' lamps.
- 1.15.24 Reset Pushbuttons shall be similar in appearance and size to the pilot lights, and shall be mounted adjacent to the red failure or alarm pilot lamps on the switch-panels.



- 1.15.25 When indicated on the Wiring Diagrams only, the main incoming switch of the switch panel shall be fitted with a kWh-meter, three Ammeters and one Voltmeter with selector switch.

Kilowatt-hour meters shall be fitted as specified on the Drawings. The meters shall have 6 digits and manual reset knob. Above 100 Amp the kWh-meter shall be fitted with current transformers.

Ammeters shall be fitted in the power circuits of all motors of 5kW and over, and where specified or shown on the Drawings. Ammeters over 50 Amps shall be operated by current transformers of the ring type. Ammeters shall have an accuracy of 2% of the scale range or better. For non-inductive loads the scale of ammeters shall not exceed the maximum current drawn by more than 40%. Motor ammeters shall be suitable for the starting current of the motor and shall have an extended scale in the region of the operating current.

Volt meters shall be of the moving iron or moving coil type.

All indicating instruments shall be of the flush mounted square face pattern with 96mm dials.

- 1.15.26 Each control circuit shall be protected with a single pole circuit breaker. Controls shall be suitable for 220-volt operation.

- 1.15.27 Terminal boards, or blocks, shall be mounted in each switch panel for all external connections, and shall be so located that they are readily accessible from the front of the switch panel, and not in the wiring gutter, leaving it completely free for power and control wiring. If terminal blocks are of the 'split' disconnect type the female part shall be secured to the removable unit cubicle, and the male part shall be free and of a close pin type. The disconnect type terminal blocks shall be held together with screws or clamps. Terminal strips shall be properly labelled, and panel field wiring shall be marked accordingly by the means of numbered ferrules. Not more than one incoming and one outgoing wire shall be fixed to any one terminal. Labels showing the unit designations shall be provided adjacent to each of the terminals.

- 1.15.28 The switch panels shall be fully labelled with engraved white ivorine labels having 6mm high black lettering. The labels shall be fixed securely to switch panel cover or chassis plates by means of small, self-tapping screws, to identify all switchgear, relays, instruments, and controls, etc., on the face of, or inside, the switch panels.

Equipment operating above 250 volts shall be fitted also with a red danger label.

Embossed Tape or Labels fixed with adhesive will not be accepted.

The Service Provider shall be responsible for marking all switchgear and other equipment on the Wiring Diagrams with the wording of the labels to be used.

All cable terminals shall be clearly identified by permanent labels.

Every wire inside, and outside, the switchboard shall be fitted with ferrules, and shall be labelled with identical numbers at both ends.

All terminal numbers and wire identification numbers shall correspond with identical numbers which must be shown on the wiring and control Diagrams.

- 1.15.29 Work tests may be witnessed at the discretion of the Engineer, who shall be given one week's prior notice in writing of the date on which they will take place. Three copies of Wiring

Diagrams and ladder type schematic Diagrams, complete with terminal numbers, shall be sent to the Engineers at least fourteen days before testing can be commenced.

Testing shall be carried out on all completed equipment, including:



- High voltage insulation and insulation resistance tests to earth and between phases.
- Satisfactory operation of relays shall be proved.
- Closing and opening operation of all starters and contactors shall be satisfactorily demonstrated.
- All mechanical interlocks shall be satisfactorily demonstrated.
- Satisfactory operation of current and voltage instruments.
- Operation of all control circuits shall be proved by simulating operation of switching devices in the external circuit.

In addition, all components' parts shall comply with the type specified in the S.A.B.S. or B.S. Standards.

The pre-delivery tests are not a final acceptance test and does not absolve the Service Provider from his responsibility for the switch panels.

All protective devices throughout shall be correctly set by the Service Provider to the approval of the Engineer. Before any circuit is energised, the data for correct setting is to be established.

The Service Provider shall be responsible for the complete electrical installation, i.e. the selection of equipment of appropriate rating and capacity, including the rupture of fuses and circuit breakers, all as covered under this Sub-contract.

- 1.15.30 Provide for each item of equipment located out of sight of the electrical switch panel serving same, a remote-on-load isolator housed in a dustproof case. Where isolators are located in positions exposed to weather, they shall be of a waterproof type fitted with suitable watertight cable entry glands.

1.16 ELECTRICAL WIRING

- 1.16.1 Electrical wiring shall comply fully with the S.A.B.S. Code of Practice for the Wiring of Premises, and the additional requirements of the local authorities who have jurisdiction over the Site of Works, as well as being in accordance with best modern practice.
- 1.16.2 Main power incomers to plant rooms will be provided by others, excluding making-off of cables within the electrical switch panels provided by the air conditioning Service Provider, who shall attend upon, and liaise with whoever brings power cabling to his switch panels.
- 1.16.3 Conduits shall be galvanised to S.A.B.S. specification. All joints shall be screwed. No conduit less than 20mm shall be used. Conduit fittings and boxes shall be of galvanised iron to S.A.B.S. specification.
- 1.16.4 Galvanised conduits and conduit fittings shall be installed in positions exposed to weather, or in moist surrounding.
Where galvanising has been removed by threading, cutting, etc., the exposed parts shall be suitably treated with cold galvanising to render them weatherproof and rust resistant.
- 1.16.5 Conduit shall either be screwed and lock-nutted on both sides, and bushed on the inside of the box or appliances in which it is terminated. Only solid brass bushes shall be used. Alternatively, and particularly in distribution boards, conduits shall be terminated with couplings and brass male bushes. PVC conduit will be allowed where it complies with local regulations.



- 1.16.6 Conduit in roof spaces shall be run parallel, and at right angles to roof members, and shall be secured to these members by means of saddles and screws.
- 1.16.7 No conduit is to cross an expansion joint in the structure without an approved arrangement for crossover. Where details of the crossover are not given, the Service Provider shall refer to the Engineer for instructions.
- 1.16.8 The Service Provider shall notify the Engineer in good time before any conduits in concrete are covered, so that tubing may be inspected and checked before concrete is cast and shall attend on the Engineer during such inspections.
- 1.16.9 Conduit for future requirements shall be terminated with boxes and overlapping cover plates and fitted with galvanised steel draw-wires. Where such conduit terminations project from the wall or slab, they shall be fitted with couplings and plugs. Such terminations in exposed positions shall be sealed with bitumen and protected with weatherproofing paint.
- 1.16.10 Inspection facilities shall be provided as specified in S.A.B.S. 0142-1981, Clause 5.4.1.d.
- 1.16.11 Exposed conduits shall be fitted with steel saddles of same finish as conduits, fixed at centres not exceeding 2 meters.
- 1.16.12 Conduit boxes to be cast in concrete shall be secured to shuttering by means of 5mm screws and nuts unless some other method of fixing is approved by the Engineer.
- 1.16.13 Draw boxes and blank boxes in R.C. slabs, columns or in walls shall be fitted with substantial oversized metal cover plates, fixed with countersunk screws, before surrounding surfaces are painted. Draw box positions must be approved, and care shall be taken that they do not affect the appearance of the building adversely. Where possible a single cover plate shall be fitted for a number of adjacent draw boxes.
- 1.16.14 Draw boxes in roof spaces which are only accessible above ceilings, shall not be installed in positions where clearance from ceiling to roof is less than 1 meter.
- 1.16.15 Blank switch and plug boxes shall be fitted with blank cover plates and screws to match those specified for switches and switch sockets.
- 1.16.16 Mounting heights of boxes shall be as indicated on the Drawings which shall refer to the distance between the centre of the outlet box and the finished floor level, unless otherwise specified or indicated. Where two similar outlets occur adjacent to each other, these shall line up accurately horizontally, unless otherwise indicated.
- 1.16.17 When chasing of brickwork is carried out by the Service Provider due care shall be taken to prevent damaging of walls during chasing. He must ensure that other trades are not held up owing to delays in such work. Damage to brickwork will be made good by the building contractor.

Under no circumstances is face brick, or other finished surfaces, to be chased without the permission of the Engineer.

Where it is necessary to chase structural concrete, the permission of the Structural Engineer must first be obtained. Where this is not done and the structure is chased without

permission, the Service Provider will be held responsible for any damage to the structure which may be caused.



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1.16.18 All wiring shall, unless otherwise specified, be carried out with P.V.C. insulated cable to S.A.B.S.150-1970.

1.16.19 Plastic insulated (P.V.C.\S.W.A.) cables shall be to S.A.B.S. 150-1970, and addenda thereto and shall consist of P.V.C. insulated conductors, P.V.C. beddings, galvanised steel wire armouring and a P.V.C. sheath.

P.V.C.\S.W.A. Cable ends shall be made off with approved glands. The glands shall be of the type in which the armouring is clamped between tapered cones compressed by the action of a screw and in which the gland is secured to the outlet casing by means of screwing, and/or lock-nutting.

Neoprene shrouds shall be used to cover the junction of the cable and the base of the gland.

1.16.20 The wiring in all Plant rooms shall be supported on cable trays or in cable ducts.

Cable supports for single, or not more than a group of three cables, shall be die-cast cable cleats with P-1000 channel, fixed to walls or overhead slab, at not exceeding 600mm pitch. Cables supported in this manner shall be properly straightened and neatly run to the full satisfaction of the Engineer.

Cable trays shall be run strictly in horizontal or vertical planes, any change of level, however, being done with a 45° slope. Where cables leaving trays drop down to equipment, use minimum tray width of 150mm and two vertical supporting channels fixed to horizontal tray at top and floor at bottom.

1.16.21 All earthing shall be carried out in accordance with wiring regulations, earthing connections being executed with appropriate copper earthing strip, using brass bolts, nuts and washers to ensure continuity to main building earth provided by others.

Each run of P.V.C.\S.W.A. multi-core cable shall carry an additional conductor to be used for earth continuity and shall be properly made-off for this purpose.

1.16.22 Connections to vibrating equipment shall be made with metal sprague on conduit systems, a separate earth continuity conductor being run outside the flexible conduit.

On cable systems, leave sufficient cable slack to allow free cable movement to take up vibration.

All connections to vibrating equipment shall be made so as not to impose strain on conduits, cables, conductors, or equipment, and shall be of sufficient length to allow full adjustment of motors on slide rails.

1.17 EQUIPMENT BASES

1.17.1 Where applicable, the Service Provider shall exercise particular care to prevent damage to the roof slab when hoisting, positioning and connecting the air conditioning units, and shall note that he will be held responsible for repairs caused as a result of this installation.

1.17.2 All equipment, and particularly that which is mounted on the roof, shall operate without objectionable noise or vibration being transmitted to the full satisfaction of the Engineer.

1.17.3 All cut joints and holes drilled within ducting, equipment casings, supports, stands, platforms, suspension brackets and supporting cable trays shall be fully protected against corrosion.



1.18 EQUIPMENT SUPPORTS

- 1.18.1 Where equipment supports, stands, platforms and suspension brackets are indicated, specified or necessary for ductwork, pipework, etc., the Service Provider shall provide supporting structures capable of carrying the load without distortion, affixed to the building structure in such a manner as not to subject it to undue stress.

Supporting of any rotating equipment shall incorporate vibration mountings of the type and selection specified in the applicable clauses referring to equipment bases herein.

All methods of suspension or supports shall be submitted to the Engineer for approval, and for reference to the Structural Engineer where necessary, prior to manufacture or installation.

- 1.18.2 Generally, supports shall preferably be proprietary products such as Unistrut, or failing this, shall be of mild steel sections, purpose fabricated for their application. Under no circumstances whatever will sheet metal straps be accepted as a supporting method. All supports shall cradle the item to be supported; supports shall not be rivetted or welded to the equipment to be carried, except in exceptional circumstances approved by the Engineer. Rod hangers shall not exceed one meter in length and shall be of minimum diameter 12mm. For longer suspensions use mild steel angles. Angle iron supports shall be of 25mm x 3mm minimum. All supporting structures for equipment shall be hot dip galvanised.
- 1.18.3 Fastening methods shall employ anchor bolts, or their equivalent, for fixing supports to the building structure, it not being permissible to utilise gunpowder shot-driven bolts for this purpose, unless approval be obtained.
- 1.18.4 Pipework supporting holderbats shall be the product of a recognised manufacturer of such equipment, reinforced shop-fabricated saddles or similar devices. On insulated pipework, reinforced shop-fabricated saddles are to be used, up to and including $\varnothing 300$ pipes. These saddles are to be placed at support points and are to be clamped around the pipe. The insulation is to be taken to the edges of these saddles, joints are to be sealed, and the necessary vapour seal and reinforcing taken over the complete section. For piping with a diameter of more than 300mm, hardwood inserts consisting of two half-rounds, machine cut pieces timber shall be clamped around the pipe, insulation being cut away at such points, to allow proper installation of the supports. Wooden inserts shall be of the same thickness as adjoining insulation and 50mm longer than the width of the holderbat support, to permit correct finishing of the insulation and vapour sealing to them.
- 1.18.5 Cables and flexible pipes shall be supported on Unistrut, or equivalent, perforated galvanised cable trays, manufactured by specialists. Shop-fabricated trays or racks not being acceptable. The cable tray shall be suspended, or bracketed, using suitable mild steel angles.

1.19 NOISE AND VIBRATION

- 1.19.1 Particular care shall be taken in the selection, application and installation of all equipment used to ensure that it operates below the maximum allowed noise levels, and with the least vibration possible, all to the full satisfaction of the Engineer.
- 1.19.2 The following measures shall be taken where necessary, whether specifically called for or not, all to ensure quiet, vibration-free operation of the equipment forming part of the air conditioning and ventilation installations.
- 1.19.3 Rectangular ductwork in the vicinity of critical areas shall be provided with internal acoustic insulation.
- 1.19.4 Anti-vibration cuff connections of flexible joints shall be used on ductwork where it joins vibrating equipment such as fans and air conditioning units.



- 1.19.5 Pipework connecting rotating or vibrating machinery shall be provided with anti-vibration flexible joints, all as previously specified.
- 1.19.6 Equipment shall be mounted on vibration isolators of the correct type and selection, dependent upon deflection requirements versus vibrating frequency.
- 1.19.7 Pipework and ductwork shall be suspended, or mounted, using suitable supports with vibrating isolators to prevent transmission of vibration from them to the structure to which they are attached, where necessary only.
- 1.19.8 Suitable sound attenuating devices shall be incorporated within ductwork to reduce airborne noise to acceptable levels, as indicated on the Drawings and specified.
- 1.19.9 If in the opinion of the Engineer, any equipment operates with, or transmits from it, objectionable vibrations or noise above the levels specified for the individual areas, it will be necessary to rectify or replace, such equipment to the full approval of the Engineer at no additional cost to the Owners.

1.20 PAINTING AND CLEANING

- 1.20.1 No untreated metal surfaces shall be permitted on the project. Items which are not galvanised or similarly protected against corrosion shall be painted, as later detailed herein. No equipment, hangers, brackets, etc., shall be permitted to be delivered on site in unprotected form; they shall be factory-coated with an approved zinc-rich primer coat before despatch from their place of manufacture.
- 1.20.2 Painting shall comprise the following consecutive processes. First thoroughly clean, descale and degrease all surfaces, in accordance with acknowledged good practice, follow with a good coating of approved zinc-rich primer, and finish with two coats of quality high-gloss enamel of an acceptable make. Final finish shall be to the full approval of the Engineer.
- 1.20.3 With the exception of ducting and piping, items with a galvanised finish, such as cable trays, need not be painted, but shall be properly cleaned with a suitable proprietary galvanised iron cleaning fluid.
- 1.20.4 Particular care shall be taken that appropriate primers be used as a basis for painting, and that paint be of high-quality manufacture, all to provide a completely satisfactory finish to the approval of the Engineer. It shall be noted that galvanised surfaces are to be treated to ensure proper bonding of paint.
- 1.20.5 Whereas it would not be necessary to paint any ductwork or conduits installed in roof voids, shafts, masonry ducts, etc., or where not normally visible, it is a requirement that such equipment be properly cleaned, treated with two coats of rustproofing paint if not galvanised, or not metal subject otherwise to rust.
- 1.20.6 All equipment on the project shall be colour-coded in accordance with standards recognised in the Republic of South Africa and, where possible, to comply with relevant South African Bureau of Standard Colour Codes. (S.A.B.S. 1091-1975).

General colour coding for the various items of equipment shall otherwise be as follows. The numbers given in the schedule refer to the colour code numbers of S.A.B.S. 1091-1975. (Any alternative colours shall be approved by the Engineer).



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All equipment shall be painted in accordance with colour code given and where factory painted items such as the Air Conditioning Units, Cooling Towers and Pumps are not painted a specified colour, they shall be repainted by the Service Provider.

Factory painted equipment which is required to be repainted to comply with the specified colour code shall be rubbed down prior to being given two coats of gloss enamel paint, or as required in accordance with the paint manufacturer's recommendations and depending upon the type of paint applied at the factory.

EQUIPMENT	COLOUR	CODE No . (SABS 1091-1975)
Air Conditioning Units	Cream	C66
Air Handling Units	Cream	C66
Fans - Axial Flow	Silver	-
Pipework - Mains Water	White	G80
Condenser Water	Green	E14
Chilled Water	Blue	E14
Drains and Overflow	Black	-
Copper - cleaned, polished then coated with	Clear Lacquer	-
Ductwork - Supply, Return & Exhaust	Cream	C66
Switch panels & Control panels	Orange	-
Electric Wiring Trays or struts	Orange	-
Belt Guards	Red	A11
Equipment Bases	Black	-
Supports & Steelwork	Cream	C 66

- 1.20.7 On completion of the installation the Service Provider shall clean all equipment properly, remove all superfluous materials from the site, make good black granolithic finished equipment bases with black concrete paint, sweep out Plant rooms and make the Plant completely presentable before calling upon the Engineers to accept the plant after completion of the 'Preliminary Tests'.

1.21 LABELLING AND IDENTIFICATION

- 1.21.1 All equipment shall be labelled and identified using white Traffolyte labels having 10mm high black lettering engraved on them; where two similar items exist, they shall additionally be numbered for clarity in identification. Labels shall be neatly bolted to the equipment with brass fasteners.
- 1.21.2 Belt guards and items of plant containing belt driven equipment shall be fitted with a label stating the number of, and the size of the belts for each V-belt drive. The labels shall be of the same type and dimensions and shall be fixed as specified above for all equipment.
- 1.21.3 Designate and identify each automatic control device such as 3-way valve, thermostat, damper motor etc., and fit to each a white Traffolyte label having 5mm high black lettering, the label to be bolted to equipment with brass fasteners. Prepare a complete control Diagram of the installation and label with relevant designations mentioned above, all to form part of plant operating instructions which are later mentioned herein.
- 1.21.4 Label pipes with directional arrow neatly stencilled onto finished pipework or in the form of a durable proprietary transfer. Arrows shall be at not more than 5-metre intervals and not less than 100mm long, of good colour contrast to equipment colour background.
- 1.21.5 Identify all Plant rooms as 'Air Conditioning' or 'Air Handling Plant Room' with 5mm thick engraved P.V.C. sheet notices having 25mm high black lettering on a white background.



1.21.6 Provide and install all necessary notices required in terms of 'Governmental and Local Authorities' laws, such as "No Entry to Unauthorised Persons", at all Plant room entrance doors, etc. Such notices to be silk screened onto 3mm thickness P.V.C. sheet, as obtainable from Messrs Mine Safety Appliances.

1.21.7 All labels and identification designations shall correspond to the numbers/labels as specified on the drawings and in the plant operating instructions.

1.22 COMMISSIONING AND TESTING - PRELIMINARY TESTS ON COMPLETION

1.22.1 Following completion of the Works, or any portion of the Works as specified or directed by the Engineer, the Service Provider shall balance, set and test the Works or portion of the Works, in accordance with the following requirements, to establish the capacity and satisfactory performance of the Plant.

1.22.2 All balancing, setting, and testing shall be done by the Service Provider entirely at his own expense. The Service Provider shall provide all facilities and apparatus for the testing of the Plant and shall carry out such tests as may be necessary to satisfy the Engineer that the Plant meets with the requirements of the Specifications.

1.22.3 The Service Provider shall also carry out, or attend upon, all tests required by Government and Local Authorities who have jurisdiction over the Works and shall obtain all necessary certificates of approval and acceptance and shall provide the Engineer with triplicate copies of all such certificates prior to, or at such time as providing the Engineer with copies of his "Preliminary Test" report.

1.22.4 All test instruments shall be checked for accuracy by the manufacturer's, supplier's or approved laboratory, and certified copies of certificates showing the degree of accuracy shall be supplied to the Engineer together with the "Preliminary Test" reports.

1.22.5 Gauges, thermometers, ammeters, and other instruments specified as part of the permanent Plant may be used for test purposes, providing that the Service Provider ensures that all such instruments are accurately calibrated. The Service Provider shall check the accuracy and calibrate all such instruments against laboratory tested instruments.

1.22.6 The Service Provider shall when required, provide the Engineer with equipment selection and performance data for all major items of plant, such as Air Conditioning Units, Air Handling Units, Cooling Towers, Pumps, Fans and Sound Attenuators.

1.22.7 The Service Provider shall keep full and proper written records of all tests conducted and commissioning information, such data to be properly indexed and clearly set down to form part of the Operating and Maintenance manuals called for in the Specification.

1.22.8 The Engineer reserves the right to inspect any item of equipment during manufacture or before delivery to site. The Service Provider shall make available any item for such inspection.

1.22.9 Electrical switch panels shall be inspected by the Engineer at their place of manufacture, prior to delivery to Site. At such inspection and testing, the Service Provider shall demonstrate the functioning of the switch panel to the Engineer. Any defects in materials, finishes and operation of the switch panels shall be corrected at their place of manufacture, prior to delivery to site.

1.22.10 The Service Provider shall, on handing over the installation or any portion thereof to the Engineer, also provide the necessary certificates as proof of having conducted a satisfactory electrical test to the requirements of the electricity supply authority, such certificate



emanating from such authority, and permitting full use to be made of the installation without the need for further tests.

- 1.22.11 The Service Provider shall properly test and call for inspection by the Engineer, any work which is to be covered, concealed, built-in, otherwise closed or rendered inaccessible, before such closing up takes place. The Engineer may require any work of this nature which he has not been called on to inspect before closing, to be uncovered or made accessible, entirely at the Service Provider's expense, making good included.
- 1.22.12 Prior to the "Final Tests" to be attended by the Engineer, the Service Provider shall balance, set and test the following to establish the capacity and performance of the Plant. All such "Preliminary Tests" shall be recorded by the Service Provider, who shall provide the Engineer with three typed copies of all test recordings which shall set out procedure, data and instrument readings obtained, as compared with the specified capacities and the manufacturer's name plate ratings where applicable. Such "Preliminary Test" reports shall be accompanied by one preliminary draft set of Operating and Maintenance Instructions prepared in accordance with the requirements as detailed herein.
- 1.22.13 On receipt of an acceptable preliminary test report and draft copy of the Preliminary Operating and Maintenance Instructions, the Engineer shall advise the Service Provider in writing so that he may arrange for the "Final Test" and issue of the Acceptance Certificate's.

THE "PRELIMINARY TESTS" SHALL INCLUDE THE FOLLOWING:

- 1.22.13.1 Air systems shall be checked for obstructions and balanced to provide the required air quantities at each outlet, without objectionable noise and draughts, and so that the velocity of the air is relatively uniform over the area of the outlet.

Velocity meters may be used to test all outlets and for duct velocities up to 1,5 m/s, above which velocities shall be measured with Pitot tubes. Properly capped openings shall be provided in ducting as required. Final setting of all volume adjusting devices shall be permanently marked.

Should it be necessary to re-balance any air system due to partitioning or repartitioning of the conditioned space after the specified conditions have been obtained and accepted by the Engineer in writing, then such re-balancing shall be carried out as an extra to the Sub-contract and shall be authorised, by the issue of a "Variation Order", by the Engineer.

- 1.22.13.2 All automatic controls and safety devices shall be checked for correct performance and satisfactory operation and set to the respective settings required.
- 1.22.13.3 All electrical switch panels shall be checked for the correct functioning of all components, electrical interlocks, all time clocks, time delay relays and automatic control devices shall be set for their correct function.
- 1.22.13.4 The full load running current of all electrically operated equipment shall be recorded and compared with the manufacturer's name plate ratings, which shall be recorded, together with any other relevant data stamped on the name plates. All overload protection devices shall be set to the correct values, which shall be recorded.
- 1.22.13.5 The Service Provider shall ensure that the plants operate satisfactorily and uninterrupted for a period of 7 days prior to the final acceptance by the Engineer. Evidence of this, for air conditioning systems, shall be given in the form of a 24 hour long, continuous recording of temperature and humidity, which recording shall cover at least 50% of the areas handled by any one plant and shall be handed over to the Engineer prior to inviting him to the "Final Tests" and acceptance of the completed installation.



The original recorded graphs shall be supplied to the Engineer, and the Service Provider shall also obtain and provide the Engineer with the daily maximum dry and wet bulb temperature readings recorded in the area, on the same days as the inside conditions are recorded. Such information may be obtained from local weather stations.

1.23 OPERATING AND MAINTENANCE INSTRUCTIONS

- 1.23.1 The Service Provider shall furnish to the engineer before the Works are taken over, such Operating and Maintenance Instructions, together with Drawings of the Works as completed, and in sufficient detail to enable the Employer to operate, maintain, dismantle, re-assemble and adjust all parts of the Works.

The Works shall not be considered to be completed for the purpose for taking over until the required Instructions and Drawings have been supplied to the Engineer.

- 1.23.2 A draft copy of all written instructions shall be submitted to the Engineer for approval together with the required copies of the "Preliminary Test" report, as previously specified herein, prior to the preparation of the final copies.

THE "OPERATING INSTRUCTIONS" SHALL INCLUDE THE FOLLOWING:

- 1.23.3 Instruction Manuals comprising the following sections bound in a blue coloured vinyl plastic covered folder, with the name of the project typewritten on a card inserted into a clear plastic covered cardholder on the front cover.

- 1.23.3.1 INDEX (in detail)

- 1.23.3.2 DESCRIPTION OF PLANT (as installed)

- 1.23.3.3 OPERATION OF PLANT (as installed) to include:

- Automatic and manual start-up and shut-down procedure.
- Operation and Sequence of all automatic controls.
- Scheduled description of all Control and Safety Instruments; listing function, make, model number, range and differential (when applicable), and setting of each instrument.
- Functions of all switches, indication lamps, reset buttons and alarms; and instructions for adjusting and re-setting all controls and cut-out switches.

- 1.23.3.4 PLANT AND EQUIPMENT

Scheduled list of all major plant and equipment to include Description, Make, Model Number and supplier's name and address.

- 1.23.3.5 TEST REPORT

Copy of "Final Test" report as accepted by the Engineer. (Draft copy of "Operating Instructions" for Engineer's approval shall contain a copy of the "Preliminary Test" report.)

- 1.23.3.6 MAINTENANCE INSTRUCTIONS

In schedule form setting out each item of plant, and the description as necessary for preventative maintenance of the Plant as installed.

- 1.23.3.7 SPARE PARTS



List of spare parts supplied (in accordance with these Specifications), with detailed description of each part, make, model or part number and Supplier's name and address.

1.23.3.8 DESCRIPTIVE LITERATURE

To include manufacturer's operating and maintenance instructions, performance curves or charts and spare parts lists where applicable, and where available.

1.323.3.9 DRAWINGS

List of all Drawings and photographically reduced, Size A3, copies of all “as installed” Drawings and Diagrams to include the following:

Plant layout Drawings showing the actual positions and sizes of all plant and equipment, ducts, pipes, the location of all dampers, valves and controls, and the measured air quantities at all air intake and discharge points.

Control and Wiring Diagrams and Schematic Piping Diagrams noting, where applicable, the normal and abnormal gauge readings, control points, scale settings and time settings, differential bands, throttling ranges, time relays and the overload settings and actual rated amperages of all electrical components, and any other relevant variable and adjustable items, to permit checking and adjustments, controls and motor functions.

1.23.3.10 COPIES OF INSTRUCTIONS IN PLANT ROOMS

As required in compliance with Government and Local Regulations.

1.23.4 A copy of the “Operation of Plant” instructions shall be mounted within a glazed or plastic covered frame in the Plant rooms, in positions to be approved by the Engineer.

1.23.5 Copies of the Schematic Piping Diagrams and the Control and Wiring Diagrams shall be mounted within glazed or plastic covered frames in the Plant rooms in positions to be approved by the Engineer.

1.23.6 Copies of Government Acts and Local Regulations, as required, shall be mounted within glazed or plastic covered frames in the Plant rooms, in positions to be approved by the Engineer.

1.23.7 The Service provider shall train the Employer’s personnel in the correct operation and use of the Plants. For this purpose, the Service Provider shall allow for the time of a competent instructor for a total of four hours on Site, and one return trip to the Site for the purpose of providing such instruction.

1.23.8 During this period the Service Provider shall fully explain the layout, operation, and maintenance of the plant to the Employer or the Employer's Representative.

At the conclusion of this period of instruction the Service Provider shall obtain from the Employer an acknowledgement, in writing, that the instruction has been properly given for the prescribed period. Two copies of the acknowledgement shall be forwarded to the Engineer.

1.23.9 The Service Provider shall supply the Employer or Tenant with a plant logbook that will reflect all call-out or routine service visits.



1.24 SPARE PARTS

1.24.1 The Service Provider shall deliver the following spare parts to the Employer's for safe-keeping by the latter in order that repairs to the Plant can be executed with minimal delay, such parts being provided packaged in complete sets, each duly labelled with their function.

- ONE set of matching V-belts for each different belt drive;
- ONE set of bearings for each different fan size;
- ONE pilot lamp bulb for each pilot light specified on the drawings to match those installed in the Electrical Switch panel, and a bulb extractor if required;
- ONE set of filters for each Air Conditioning and Ventilation system is to be handed to the Client's Representative on final completion of the Works;
- TWELVE months supply of chemicals for the Chemical Dosing Plant, where applicable.
- ONE complete set of "O"-rings and filter for the electronic water treatment unit.

The necessary chemicals for bacterial, legionella and algae control shall be included for the purpose of water treatment required to supplement the non-chemical electronic water treatment unit.

1.25 MAINTENANCE

- 1.25.1 The Service Provider shall maintain and service the Plant, in accordance with the following requirements for a period of twelve months calculated from the date of the Completion.
- 1.25.2 During the "Maintenance Period" the Service Provider shall maintain and service the Plant regularly at monthly intervals and make good any Defects in accordance with the provisions of these Specifications.
- 1.25.3 The Maintenance of the Plant shall be carried out during normal working hours and at each service the Service Provider shall attend to the following: -
- 1.25.3.1 Report to an official nominated by the Employer on arriving and again on leaving the Works. Such person shall complete and sign the monthly "Service Report".
 - 1.25.3.2 Check the function of each item of the Plant including all automatic controls and safety devices, for correct operation and lubrication, adjust, clean and/or replace components and ancillaries as necessary.
 - 1.25.3.3 Clean all washable air filters and check all disposable media type air filters serving the air conditioning plants, for pressure drops, fitting additional filter material, if required.
 - 1.25.3.4 Check all refrigeration systems for leaks, refrigerant dryness, sufficient oil in the compressors, sufficient refrigerant gas or any other defect.
 - 1.25.3.5 Check the electrical switch panels replacing any burnt contacts or pilot lamp bulbs which have failed.
 - 1.25.3.6 Take and record Wet and Dry Bulb temperatures in each of the conditioned areas and outside. Temperature readings shall be taken with a reliable sling psychrometer, and all readings shall be recorded on the "Service Report".



- 1.25.3.7 Attend to any complaints made with respect to the Plant, by the official nominated by the Employer's, being the only person authorised to instruct the Service Provider or make any complaint, (other than the Engineer.) No other person shall have any right to instruct or make any complaint to the Service Provider.
While attending to any Defects and the Servicing of the Plant, the Service Provider shall not unduly disturb the functions of the occupants in the areas concerned.
- 1.25.3.8 The one-year maintenance period shall commence on the date of the issue of the "Acceptance Certificate". The first service to take place 1 month after date of "Acceptance Certificate". The Service Provider shall notify the Engineer and Client in writing, 14 days prior to this service, so that the Engineer and the Client's Representative may be present during the services.
- 1.25.3.9 It is an explicit condition of this enquiry that all work carried out in pursuance of this tender enquiry will be guaranteed against failure, or defect whatsoever, for a period of 12 months from the time of Completion.

Any costs for labour, materials, etc., which the Service Provider incurs whilst maintaining the above guarantee for the specified period shall be borne by the Service Provider.



HVAC SERVICES

TECHNICAL SPECIFICATION

2. GENERAL SPECIFICATION

2.1 SCOPE OF WORK

2.1.1 The Contract, as detailed in these Specification Documents and the accompanying Drawings, comprises of the manufacture, supply, transport and delivery, hoisting, installation, testing, setting in operation, leaving in complete working order, and guarantee of the entire air conditioning plant and, except so far as the contract otherwise provides, the provision of all labour, materials, contractor's equipment and everything, whether of a temporary or permanent nature required in and for such manufacture, supply, offloading, hoisting, installation, testing, setting in operation, leaving in complete working order, guarantee so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

2.1.2 No Builder's Work shall be included in this contract and all such work, as later herein specified as being specifically excluded from this contract, shall be carried out by others in accordance with the Drawings and details provided by the Engineer or the contractor as applicable and as provided herein.

2.1.3 Work by Main Contractor:

- All equipment plinths, bases, and plantrooms. Metal plinth formers to be provided by HVAC Service provider.
- All plant enclosures
- All penetrations through walls, slabs, ceilings, and steelwork
- Making good of all openings after installation of ductwork and equipment
- Waterproofing of all duct or piping entries to building through roofs, walls, or the structure
- Cut outs in doors and installing door grilles supplied by Air Conditioning Contractor

NOTE: Ceiling must be cut by Air Conditioning Contractor.

2.1.4 Work by Plumber:

- Water supply points terminating in valves
- Drain points. Galvanised drain piping to drain points must be provided by the HVAC Contractor.
- All as indicated on drawings.

2.1.5 Work by Electrical Contractor:

- Mains incoming power supplies to the main air conditioning boards only made off on isolators
- Emergency power change over contactors, wiring to air conditioning plants and change over signal
- Wall boxes and conduit in brick walls or partitions for air conditioning controls
- All as shown on drawings.
- Emergency power and fire signal to all smoke ventilation fans. Air conditioning contractor to provide all starters, wiring and manual test facility for each fan.

NOTE:

1. All final terminations in the air conditioning panels by the air conditioning Service Provider.



2. All air conditioning panels to be “top-entry” type.
3. Power distribution from air conditioning plantroom distribution boards to ceiling variable volume outlets is by the air conditioning Service Provider.

POWER SUPPLY ON SITE

1. Voltage 400/230V ±5

2.2 PROGRAMME

- 2.2.1 The tenderer shall execute these contract works strictly in accordance with the programme dates.

The entire air conditioning and ventilation installation must be commissioned, tested and taken over by the Engineer before Completion.

- 2.2.2 The contractor shall be required within ONE WEEK after acceptance of his Tender, to submit to the Engineer for his approval a Programme showing the order in which the Works will be executed. Such programme shall show the times for the preparation of all drawings, ordering and delivery times promised by the suppliers for each major item of Plant, manufacturing and delivery times for all manufactured items, installation times and the programmed dates for testing and commissioning the Plant. The programme is to indicate the times required for all the electrical, builder’s and plumbing work.

The contractor shall submit TWO copies of his Programme to the Engineer for approval. After submission to and approval by the Engineer of such Programme, the contractor shall adhere to the order of procedure and method stated therein unless he obtains the written permission of the Engineer to vary such order or method. The submission to and approval by the Engineer of such Programme shall not relieve the contractor of any of his duties or responsibilities under the contract.

- 2.2.3 The times required for the submission of Drawings, are as follows:

Shop Drawings within **ONE WEEK**

2.4 DESCRIPTION OF THE SYSTEMS

The systems consist of extract and fresh air supply systems as detailed on the layouts.

Various areas to be naturally ventilated which is indicated on the drawing. It also includes the installation of slit type air conditioning units.

2.4.1 ELECTRICAL INSTALLATION

Tenderers must include pricing for all electrical boards, sub boards and wiring.

2.4.1.1 ELECTRICAL SWITCHBOARDS AND WIRING

Electrical switchboards shall be constructed, and wiring carried out in accordance with the specification and the electrical schedules which form part of this documentation.

All switchboards shall be pre-wired and tested prior to delivery to site.

Switchboards shall be wired in such a way as to provide safe sequenced and automatic



start up and operation of the systems. All necessary interlock and time delay relays etc. are to be allowed in the price.

Alternatives may be offered under separate cover.

All wiring from the air conditioning switchboards to all individual components of the air conditioning and ventilation systems is to be carried out as part of the air conditioning contract.

This includes wiring to the variable volume diffusers and their individual reheaters. Tenderers are to allow in their price for 10% spare capacity on the number of variable volume outlets served by each switch panel.

It should be noted that this building has 100% standby generator capacity. Allowance should be made in the tender for sequence starting of all equipment to avoid tripping of emergency equipment.

2.5 DESIGN CRITERIA

2.5.1 FUNCTIONAL PERFORMANCE

Outside Conditions	Summer 35°C DB 21,1°C WB Winter 7°C
<u>Outside Air</u> Air Changes/Hour	7,5 ℓ/s / person 12 Air Changes/Hour
<u>Altitude</u>	Sea level

Noise Levels

The air conditioning and ventilation systems must be designed to maintain the background noise levels as specified below. The design target should be the first mentioned NR value. If the second NR value is exceeded, then corrective measures must be implemented.

ITEM	AREA	NR LEVEL	DESIGN dBA	Max dBA
1.	Offices/Consulting Rooms	40-45	45	45
2.	Toilets	45-50	50	50
3.	Waiting Areas	45-50	50	50

MEASURES TO REDUCE NOISE AND VIBRATION

- All equipment is to be placed on spring mounts with a minimum deflection of 10 mm.

2.6 REQUIRED EQUIPMENT CAPACITIES

2.6.1 VENTILATION FANS

All fan capacities are as indicated in the equipment schedules. Refer to the layout drawings for HVAC services for the equipment schedules.

NOTES:

1. All fans must be mounted on galvanised Unistrut brackets complete with anti-vibration mountings.
2. All fans mounted outside must have weatherproof isolators.
3. Burglar bars must be fitted at all duct penetrations through perimeter walls.
4. Attenuators must be selected for NC 40 at 2 metres from any outlet.
5. Premium efficiency motors to be used.
6. Motor protection to all fan motors.



18. PRE-QUALIFICATION SCORE SHEET

* **Proof of Contactable References is required, as indicated below, and must accompany each proposal, if not it will be regarded as non-responsive.**

PRE QUALIFYING CRITERIA

Position	Qualifications	Minimum experience (years)	Experience General Builders work including electrical works (Number of Projects for minimum years of experience)
Contracts Manager	Degree or Diploma	5	5
Site Agent /Construction Manager (JBCC 2018 6.2)	Degree or Diploma	3	3
General Foreman/ Construction Supervisor	-	3	3

- A degree is qualified as a 3 or 4 year degree in a relevant discipline at a registered university.
- A diploma is qualified as a 3 or 4 year National Diploma in a relevant discipline obtained from registered University or Technicon.

All listed key personnel are to have the qualifications and minimum number of years' experience and pipeline experience requirement as listed in the above table. It is also required from the bidder to provide certified copies of qualifications for each key personnel listed and must be attached to Form A3.

Pre-Qualification Criteria	Pre-Qualification Area
CRITERIA 1: Tendering Company has experience in building work	
Building work The Tenderer must have completed similar building works projects	Conventional Methods: Indicate previous project experience <p style="text-align: right;">(minimum of 5 projects)</p>


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CRITERIA 2: Tenderer has the following key personnel:	
2.1: Contracts Manager	
Building work The Contracts Manager must have completed similar building works projects	Conventional Methods: Indicate previous project experience (minimum of 3 projects)
2.2: Site Agent/Construction Manager	
Building work The Site Agent/Construction Manager must have completed similar building works projects	Conventional Methods: Indicate previous project experience (minimum of 3 projects)

LOCAL LABOUR

The service provide must source a percentage of skilled and semi-skilled artisans including 100% unskilled labour from Stellenbosch Municipality's Expanded Public Works Programme (EPWP) database.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



19. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **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.

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)	
---	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Service providers for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Company				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
CRS Number:	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. FORM OF OFFER AND ACCEPTANCE

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.
2. NO correction fluid/tape may be used.
 - a. 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.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'								
Are you/is the firm a registered VAT Vendor	YES					NO			
If "YES", please provide VAT number									

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 93/25**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** 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 VAT IS:	
In figures:	R
In words:	

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

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		



2. ACCEPTANCE

- 2.1. 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.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. 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.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness:		Date:
Signature of witness:		



25. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
 - a. 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.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.

I / We _____
(full name of Bidder) the undersigned in my capacity as _____
of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'			
Are you/is the firm a registered VAT Vendor	YES		NO	
If "YES", please provide VAT number				

Please note the following:

1. Stellenbosch Municipality reserves the right to adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

PRICING SCHEDULE:

See **BILL OF QUANTITIES PAGE 162 - 177**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A	SANS 1200A	PRELIMINARY AND GENERAL				
A.1	8.3	FIXED-CHARGE AND VALUE-RELATED ITEMS				
A.1.1	8.3.1	Contractual requirements	Sum	1		
	8.3.2	Establish facilities on the Site:				
	8.3.2.1	a) Facilities for Engineer (SABS 1200 AB)				
A.1.2		Name board (1) in total	Sum	1		
	8.3.2.2	b) Facilities for Contractor				
A.1.3		Offices and storage sheds	Sum	1		
A.1.4		Living accommodation	Sum	1		
A.1.5		Abution and latrine facilities	Sum	1		
A.1.6		Tools and equipment	Sum	1		
A.1.7		Water supplies, electric power and communications. (See PS AB 8.2.2)	Sum	1		
A.1.8		Dealing with water	Sum	1		
A.1.9		Access	Sum	1		
A.1.10		Plant	Sum	1		
A.1.11	8.3.3	Other fixed-charge obligations (Specify)	Sum	1		
A.1.12	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1		
A.1.1.13		Compliance to the OHS Act including all site programmes inductions etc.	Sum	1		
A.1.1.14		Compliance to the NEMA Act and Tenders Environmental Management Plan	Sum	1		
A.1.1.15		Compliance to the Quality Control Management Plan	Sum	1		
A.1.1.16		Allowance for appointment of a CLO in terms of this Contract	Sum	1		
A.2	8.4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Engineer for duration of construction (SANS 1200 AB)				
Total Carried Forward						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
A.2.2		Name board (1) in total)	Sum	1		
	8.4.2.2	b) Facilities for Contractor for Contractor for duration of construction, except where otherwise stated				
A.2.3		Offices and storage sheds	Sum	1		
A.2.4		Living accommodation	Sum	1		
A.2.5		Ablution and latrine facilities	Sum	1		
A.2.6		Tools and equipment	Sum	1		
A.2.7		Water supplies, electric power and communications. (See PS AB8.2.2)	Sum	1		
A.2.8		Dealing with water	Sum	1		
A.2.9		Access	Sum	1		
A.2.10		Plant	Sum	1		
A.2.11	8.4.3	Supervision	Sum	1		
A.2.12	8.4.4	Company and head office overhead cost	Sum	1		
A.2.13	8.4.5	Other time-related obligations (Specify)	Sum	1		
A.3	8.5	SUMS STATED PROVISIONIALLY BY ENGINEER				
	8.5	For work to be done by a nominated Subcontractor				
	8.5	For work to be executed by Employer				
A.3.7		a) Material testing by commercial laboratories	Prov Sum	1	4,000	
A.3.8		b) Overheads, charges and profit on Item A.3.7	%	5		
	8.5	For work to be executed by Employer				
A.3.9		a) Community Liaison Officer	Prov Sum	1	30,000	
A.3.10		b) Overheads, charges and profit on Item A.3.9	%	5		
A.4	8.8	TEMPORARY WORKS				
A.4.1	PS A 8.8.3	Site security	Sum	1		
A.5		OCCUPATIONAL HEALTH AND SAFETY MEASURES (PROVISIONAL)				
A.5.1	PSA 8.3.3.1	Compilation and maintenance of a Health and Safety Plan.	Sum	1		
Total Carried Forward						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
A.5.2	PSA 8.4.5.1	Manage and Administer the health and safety measures required in terms of the Construction Health and Safety Act for the duration of the Contract	Sum	1		
A6		ENVIRONMENTAL MANAGEMENT				
A.6.1	PSA 8.3.3.2	Compilation of Environmental Management Plan	Sum	1		
A.6.2	PSA 8.4.5.2	Manage and Administer the environmental requirements	Sum	1		
A.6.3		Allowance for appointment of a CLO in terms of this Contract	Sum			
A.6.4		Dayworks - Unskilled labour	hours	5		
A.6.5		Dayworks - Equipment and Plant for site works	hours	5		
A.6.6		Dayworks - Material like pipes and sleeves	m	10		
Total Carried Forward To Summary						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B2: CONCRETE, FORMWORK AND REINFORCEMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		BUILDING WORK				
B.2		CONCRETE, FORMWORK AND REINFORCEMENT				
B.2.1	Model Preambles	CONCRETE				
B.2.1.1	for Trades Vol 8	Grade 25MPa/19mm for 700mm x 250mm strip footings cast against excavated surfaces	m ³	7		
B.2.1.2		Grade 15MPa/19mm for filling cavity of foundation walls	m ³	1		
B.2.1.3		Grade 25MPa/19mm for 100mm thick floor slabs	m ³	5		
B.2.1.4		Grade 25MPa/19mm for 170mm thick roof slab including down stand beams	m ³	15		
B.2.1.5		Precast Concrete bollards Installed as per details, at 2 corners of building	m ³	2		
B.2.2		TEST BLOCKS				
		Making and testing sets of three 150mm x 150mm x 150mm concrete strength test cubes				
B.2.2.1		For strip footings, floor slab and roof slab (per sets)	No	3		
B.2.2.2		75x75x8 GMS angle with fishtail lugs cast into floor edge at rollershuuter doors, as per details	No	15		
B.2.3		JOINTS				
		Construction joints				
B.2.3.1		Joint filler - 10mm thick foam strip between brickwork and slabs	m	70		
B.2.4		FORMWORK				
B.2.4.1		Smooth formwork to soffit of roof slab and beams (vertical and horizontal edges)	m ²	80		
B.2.4.2		25mm x 25mm chamfers at corners of beams and slabs	m	40		
B.2.4.3		Two layers of five-fly malthold in slip joints between roof slab and loadbearing brickwork.	m	24		
B.2.5						
B.2.5.1		High tensile steel reinforcement to structural concrete work	kg	200		
B.2.5.2		High tensile steel reinforcement in foundations and roof slab	kg	2,200		
		Fabric reinforcement				
B.2.5.3		Type 193 fabric reinforcement in concrete surface beds	m ²	50		
Total Carried Forward To Summary						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B2: CONCRETE, FORMWORK AND REINFORCEMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		BUILDING WORK				
B.2		CONCRETE, FORMWORK AND REINFORCEMENT				
B.2.1	Model Preambles	CONCRETE				
B.2.1.1	for Trades Vol 8	Grade 25MPa/19mm for 700mm x 250mm strip footings cast against excavated surfaces	m ³	7		
B.2.1.2		Grade 15MPa/19mm for filling cavity of foundation walls	m ³	1		
B.2.1.3		Grade 25MPa/19mm for 100mm thick floor slabs	m ³	5		
B.2.1.4		Grade 25MPa/19mm for 170mm thick roof slab including down stand beams	m ³	15		
B.2.1.5		Precast Concrete bollards installed as per details, at 2 corners of building	m ³	2		
B.2.2		TEST BLOCKS				
		Making and testing sets of three 150mm x 150mm x 150mm concrete strength test cubes				
B.2.2.1		For strip footings, floor slab and roof slab (per sets)	No	3		
B.2.2.2		75x75x8 GMS angle with fishtail lugs cast into floor edge at rollershuuter doors, as per details	No	15		
B.2.3		JOINTS				
		Construction joints				
B.2.3.1		Joint filler - 10mm thick foam strip between brickwork and slabs	m	70		
B.2.4		FORMWORK				
B.2.4.1		Smooth formwork to soffit of roof slab and beams (vertical and horizontal edges)	m ²	80		
B.2.4.2		25mm x 25mm chamfers at corners of beams and slabs	m	40		
B.2.4.3		Two layers of five-fly malthold in slip joints between roof slab and loadbearing brickwork.	m	24		
B.2.5						
B.2.5.1		High tensile steel reinforcement to structural concrete work	kg	200		
B.2.5.2		High tensile steel reinforcement in foundations and roof slab	kg	2,200		
B.2.5.3		Fabric reinforcement Type 193 fabric reinforcement in concrete surface beds	m ²	50		
Total Carried Forward To Summary						



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CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B3: MASONRY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		BUILDING WORK				
B.3		MASONRY				
B.3.1	Model Preambles	BRICKWORK IN FOUNDATIONS				
		Of NFX bricks (14 MPa nominal compressive strength) in class I mortar in loadbearing walls, with Galvanized brick reinforcement every brick course				
B.3.1.1	for Trades Vol 8	230mm solid walls of 2 skins including wire ties with 20MPa/19mm concrete as the work proceeds	m ²	7		
B.3.1.2		280mm solid walls of 2 skins concrete filled cavity including wire ties with 20MPa/19mm concrete as the work proceeds	m ²	12		
B.3.2		BRICKWORK IN SUPERSTRUCTURE				
B.3.2.1		of Corobrik Old Cape Road (14 MPa nominal compressive strength) FBA face brick pointed with recessed horizontal and flush vertical joints, with Galvanized brick reinforcement every 3rd brick course (280mm and 230mm wide walls)	m ²	70		
B.3.3		BLOCKWORK SUNDRIES				
		Galvanised hoop irons, steel mess straps, ties, etc:				
B.3.3.1		2.5mm galvanized brick reinforcement 150mm wide built in horizontally	No	150		
B.3.3.2		Butterfly ties from 2.5mm galvanized wire at 4 per 1m ²	No	260		
Total Carried Forward To Summary						



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BILL OF QUANTITIES

SCHEDULE B4: WATERPROOFING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		BUILDING WORK				
B.4	Model Preambles	WATERPROOFING				
B.4.1	for Trades Vol 8	DAMP PROOF MEMBRANE FOR SLABS				
B.4.1.1	for Trades Vol 8	Under Floor Slabs: One layer of 250 micron DPM with 200mm overlaps and turned up around the perimeter	m ²	50		
B.4.2		DAMP PROOF COURSE FOR WALLS				
B.4.2.1		External Walls: one layer of 150mm wide, 375 micron embossed DPC course under external walls	m	30		
B4.3		WATERPROOFING TO ROOFS				
B4.3.1		Prime with one coat bitumen primer and one layer "Derbigum SP4" or equivalent approved fully bonded waterproofing membrane with 75mm side laps and 100mm endlaps, sealed to primed surfaces to falls and cross falls by 'torch-fusion'.				
B4.3.1.1		on Flat roofs with screed over	m ²	70		
Total Carried Forward To Summary						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B5: CARPENTRY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		BUILDING WORK				
B.5		CARPENTRY				
B.5.1		JOINERY				
B.5.1.1		16mm white melamine kitchen cupboard, as per drawing, with built in double basin with two doors including concealed hinges and handles as per detail for drop-on kitchen sink measured else where, installed complete.	No	4		
B5.2		SKIRTINGS				
B5.2.1		10 x 19mm Timber beading skirting	m	30		
Total Carried Forward To Summary						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B6: CEILINGS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		BUILDING WORK				
B.6		CEILINGS				
B.6.1		CORNICES				
B.6.1.1		60 x 60mm Upper edge polystyrene coved cornices to be fixed with solvent free adhesive to the wall and ceiling where ceiling and wall meet. No lengths shorter than 1m used	m	55		
B6.2		GYPSUM SKIN PLASTER, ON CONCRETE				
B6.2.1		On roof slab soffit	m ²	70		
Total Carried Forward To Summary						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B7: IRONMONGERY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B7		BUILDING WORK				
	Model Preambles	IRONMONGERY				
B.7.1	for Trades Vol 8	LOCKSETS - 'UNION' TYPE OR equivalent approved Incl HANDLES, BUTT HINGES AND KEYS				
B.7.1.1		Provisional allowance for locking the Rolier shutter doors with heavy duty Burglar proof Lock mechanism	No	6		
B7.2		ROLLER SHUTTER DOORS				
B7.2.1		2.4m wide Rollershutter doors complete Installed by specialist with latches and all ancillary items. To match existing, on the adjacent building.	No	6		
Total Carried Forward To Summary						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B9: PLUMBING AND DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B9		BUILDING WORK				
	Model Preambles	PLUMBING AND DRAINAGE				
B9.1	for Trades Vol 8	EXTERNAL				
B9.1.1		Below Ground Soil Pipes conforming to SABS 791 including trenching not exceeding 1m deep, complete with Class B bedding				
		Pipes				
		50ø uPVC pipes from WHB to gully	m	15		
B9.1.1.1		110ø uPVC pipe, from gully to Sewer	m	4		
B9.1.2		Extra Over for the supply and fittings of Specials for 50ø pipes				
B9.1.2.1		87.5 deg. socketed plain bend	No	5		
B9.1.2.2		45 deg. socketed plain bend	No	5		
B9.1.2.3		87.5 deg. socketed square junction	No	5		
B9.1.2.4		45 deg. socketed plain junction	No	5		
B9.1.2.5		Gully 'P' trap	No	1		
B9.1.2.6		45 deg. oval rodding eye	No	1		
B9.1.2.7		Make good existing chamber after installing sewer connection	No	1		
B9.1.3		BELOW GROUND COLD WATER SUPPLY				
B9.1.3.1		Allow for all cost involved for the connection to 50mm water pipe at junction box, as per layout drawings. Allow for construction of water meter box	No	1		
B9.1.4		HDPE PIPES AND COMPRESSION FITTINGS				
		Pipes				
B9.1.4.1		25mm Class 12 HDPE 100PN WM Pipe	m	4		
		Extra Over for the supply and fittings of CI 12 Compression Fittings for 25ø pipes				
B9.1.4.2		Equal Tees	No	3		
B9.1.4.3		Ends Caps	No	1		
B9.1.4.4		Elbows	No	2		
B9.1.4.5		Stopcock : 25mm brass stopcock	No	1		
B9.1.4.6		Stopcock Box : 150mm x 150mm x 100mm deep plastic stop cock box set into 500x500x100mm to 80mm thick mass concrete slab	No	1		
B9.1.4.7		Water Meter Box : PVC Water meter box suitable for 25mm water meter	No	1		
Total Carried Forward						



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CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B9: PLUMBING AND DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
B0.5		INTERNAL				
B0.5.1		Above Ground Soil Pipes conforming to SABS 987				
		Extra Over for the supply and fittings of Specials for 40a pipes. Waste and vent pipes and fittings shall be solvent weld jointed.				
B0.5.1.1		87.5 deg. waste bend with cleaning eyes	No	4		
B0.5.1.2		135 deg. Y-Junction	No	4		
B0.5.1.3		45 deg. waste bend	No	4		
B0.5.1.4		Holder bats	No	4		
B0.5.1.5		50mm x 40mm reducer	No	4		
B0.6		SANITARY FITTINGS FITTED AS PER MANUFACTURERS SPECIFICATIONS				
B0.6.1		Franks or equivalent approved: 1160 x 460mm "Nouveau" NVN821 double bowl drop in sink	No	4		
B0.7		WASTE UNIONS				
B0.7.1		Sink: "Cobra Watertech" or equivalent approved: 40mm Code 317-40 CP bath or sink waste union.	No	8		
B0.7.2		62mm Code 303 CP basin waste union and code 309CP anti-theft plug	No	8		
B0.8		TAPS				
		Taps to be fitted to manufacturer's specifications including water saving devices with a maximum flow rate of 6L/m				
B0.8.1		Amalfi Garnet Pillar Type sink mixer tap	No	4		
B0.8.2		15mm Code 832/350F angle regulating valve and connection pipe with a 350mm braided flexi hose	No	4		
B0.9		TRAPS				
B0.9.1		UPVC 110mm One way vent valve.	No	4		
B0.9.2		DPE - DU Bois or equivalent approved, 40mm Code DB 16 double bowl sink trap	No	4		
B0.9.3		Cobra Watertech or equivalent approved: 40mm Code 345/40 CP bottle trap	No	4		
B0.9.4		GREASE TRAP HB GT 300 or equivalent approved Under counter grease trap installed as per supplier specifications	No	4		
Total Carried Forward To Summary						



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CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B10: PAINTWORK AND VARNISH WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B10		BUILDING WORK				
	Model Preambles	PAINTWORK AND VARNISH WORK				
B10.1	for Trades Vol 8	EXTERNAL FINISH				
		External walls shall be painted with an active / valid agreement SA certified external coating system. Prepare surfaces and remove all loose material and apply one coat approved plaster primer and two coats of approved water resistant paint in strict accordance with the manufacturers' specification and instructions to match existing buildings colour paint.				
B.10.1.1		On Floated Plaster				
B.10.1.1.1		External plastered brick piers and walls	m ²	90		
B.10.2		INTERNAL FINISH				
B.10.2.3		ON GYPSUM SKIMMED SURFACES				
		Prepare surfaces and remove all loose material and apply one coat approved plaster primer and two coats of approved water resistant paint in strict accordance with the manufacturers' specification and instructions				
B10.2.3.1		On roofslab and cornices	m ²	70		
Total Carried Forward To Summary						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B11: ELECTRICAL & MECHANICAL WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B11		BUILDING WORK				
	Model Preambles	ELECTRICAL WORK				
B.11.1	for Trades Vol 8	GENERAL LIGHTING AND POWER				
		Budgetary Allowances				
B.11.1.1		Budgetary Allowance for electricity sub-feed from MDB & metering	Prov Sum	1	30,000	
B.11.1.2		Contractor's mark-up on connections fees (.....%)	%	10		
		Distribution				
B11.1.3		Slow bend cable entry pipes (110mmdiam)	No	2		
B11.1.4		600/1000V PVC SWA PVC 2 core armoured cable with 6 mm ² copper conductors	m	120		
B11.1.5		Termination of cable noted above	No	8		
B11.1.6		4mm ² bare copper earth conductor installed with cable above	m	60		
B11.1.7		Termination of 4mm ² earth conductor above	No	8		
B11.1.8		SDB.C1 to 4. 12 Way SP ready Board 32A	No	4		
B.11.2		GENERAL WIRING AND POWER				
B11.2.1		Crabtree Classic white Combo dual switched socket outlets, or equivalent approved	No	8		
B11.2.2		Hydroboil isolator: 2P20A	No	4		
B11.2.3		100 x 100 PVC outlet boxes	No	16		
B11.2.4		20mm dia PVC conduit	No	100		
B11.2.5		25mm dia PVC conduit	No	20		
B11.2.6		2.5mm ² PVC insulated copper wiring	No	160		
B11.2.7		1.5mm ² PVC bare copper earth conductor	No	80		
B.11.3		LIGHT INSTALLATIONS				
		Supply and installation of luminaires, including lamps				
B.11.3.1		B2 Beka Series 30 IP65 black round tamper proof luminaire with LED lamp, or equivalent approved	No	4		
B.11.3.2		F1: Beka Roughguard LED IP65 tamperproof luminaire with 53 W 4000 K LED lamps, or equivalent approved	No	8		
B.11.3.3		Single lever light switch	No	4		
B11.3.4		Weatherproof single lever light switch	No	1		
B11.3.5		20mm PVC conduits	m	40		
B11.3.6		60mm dia round outlet box	No	12		
Total Carried Forward						



CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI FACILITY ON BIRD STREET, STELLENBOSCH

28/02/2025

BILL OF QUANTITIES

SCHEDULE B11: ELECTRICAL & MECHANICAL WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
B11.3.7		50 x 100 recessed outlet box	No	4		
B11.4		PVC INSULATED WIRING WITH COPPER CONDUCTOR				
B11.4.1		2.5mm ²	m	120		
B11.4.2		1.5mm ² insulated earth	m	60		
B11.5		MISCELLANEOUS				
B.11.5.1		Testing and commissioning the entire electrical installation	Sum	1		
B.11.5.2		Drawings and documentation	Sum	1		
B11.5.3		Electrical Certificate/s of Compliance	Sum	1		
B11.5.4		Thermal scan and report for distribution boards	Sum	1		
B11.5.5		12 month guarantee and maintenance	Sum	1		
B11.5.6		2.5 litre hydroboil installed complete to wall with water supply and electrical connections.	No	4		
B11.5.7		4.5kg dry chemical powder fire extinguisher installed with SABS approved signage.	No	4		
B11.6		EXTRACTION SYSTEM				
B11.6.1		900x1200 industrial stainless steel cooking hoods installed complete Extraction system with the following specification: Airflow volume = 550 L/s Pressure 180Pa Airflow velocity 7.5m/s Duct size 300mm x 250mm	No	4		
B11.6.2		Fan system = Axial flow fan 560mm diameter complete with 2x 1.5Diameter sound attenuators, from 1.6mm black steel, as per details	No	4		
B11.6.3		Discharge point is to be a 45degree rectangular mitred duct c/w a wire mesh screen, for weatherproof ventilation, complete with waterproofing and sealing of building, at roof penetrations with a waterproof capping at opening.	No	4		
Total Carried Forward To Summary						



**CONSTRUCTION OF FOOD TRADING KIOSKS AT THE KAYAMANDI TAXI
FACILITY ON BIRD STREET, STELLENBOSCH**

18/02/2025

BILL OF QUANTITIES

SECTION	SUMMARY OF SECTIONS DESCRIPTION	AMOUNT R
A1	SCHEDULE A: PRELIMINARY AND GENERAL	_____
B1	SCHEDULE B1: EARTHWORKS (PROVISIONAL)	_____
B2	SCHEDULE B2: CONCRETE, FORMWORK AND REINFORCEMENT	_____
B3	SCHEDULE B3: MASONRY	_____
B4	SCHEDULE B4: WATERPROOFING	_____
B5	SCHEDULE B5: CARPENTRY	_____
B6	SCHEDULE B6: CEILINGS	_____
B7	SCHEDULE B7: IRONMONGERY	_____
B8	SCHEDULE B8: PLASTERING	_____
B9	SCHEDULE B9: PLUMBING AND DRAINAGE	_____
B10	SCHEDULE B10: PAINTWORK AND VARNISH WORK	_____
B11	SCHEDULE B11: ELECTRICAL & MECHANICAL WORK	_____
	SUBTOTAL	_____
	10% CONTINGENCIES	_____
	TOTAL (ex VAT)	_____
	Add 15% VAT	_____
	TOTAL (incl VAT) CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE ON SCHEDULE 27	_____



26. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



31. Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS
- 3.1.6 FINANCIAL

3.1.1 EMPLOYER'S OBJECTIVES

The Stellenbosch Municipality's objective is to construct a A food trading kiosk for 4 vendors. This includes trading units with concrete roof for cover to patrons, and basic kitchen fitout for preparation of foods. Hot water boiler, double basin, with a undercounter grease trap and a cooking extraction fan system for each unit is provided.

This facility is to service the local community, by providing facilities for vendors that are in the food preparation services.

3.1.2 OVERVIEW OF THE WORKS

General Description

The construction area consists of 1 building, with 4 rooms that are 3m x 3m, internal size, as per the attached tender drawings. A new water supply connection and sewer connection to the existing grease trap to be installed. Power supply with a new DB in each unit, to be installed and connected. A COC needs ot be issued for the electrical installation.

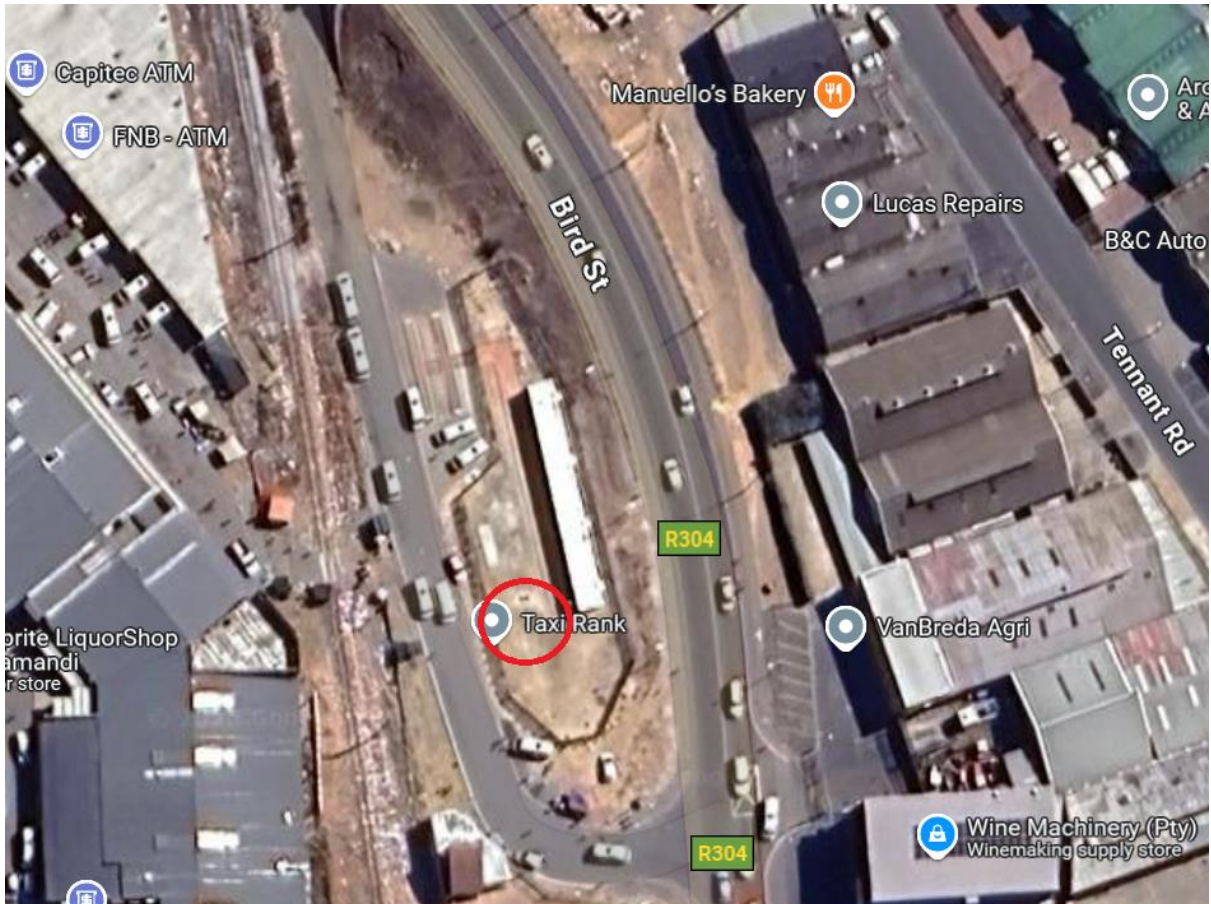
Phase 1: Construction of Food trading kiosk which includes construction of:

- Removal of the existing pavers
- Excavating trenching for installation of civil services and ducting for electrical and electronic services
- Construction of building for traders.
- Installation of Extraction ducting from each trading unit.
- Reinstatement of segmented block paving around the new building, by re-using the existing pavers.



3.1.3 LOCATION OF THE WORKS

The position of the new building is situated in Stellenbosch, adjacent to the R304 Bridge, as indicated within the red circle on the plan hereunder.



Site location and context (Google Earth, 2023)

3.1.4 EXTENT OF THE WORKS

The general scope of works includes the following:

- Photographical record of the current state of existing road and built infrastructure adjacent to the site.
- Site Establishment and de-establishment.
- Obtaining of all necessary wayleaves and working permits.
- Obtaining all necessary approvals for Traffic Accommodation of the Works.
- Verifying the location and protection of existing services.
- Checking existing services and also the existing buildings that will be used as reference for the new building roller shutter doors and any other similar fitout items.



- Installing underground services and ancillary works (i.e. chambers, etc.).
- Reinstatement of pavements with segmented block paved surface.
- Dust and construction debris control (i.e. ensuring road surfaces are kept clean of construction spillage and debris).

3.1.5 PROGRAMME OF WORKS

The timeframe for the building works is estimated at 4 month construction period.

3.1.6 TRAFFIC ACCOMMODATION

Only one traffic lane per direction may be closed to traffic at any given time. Closure of a traffic lane or partial lane will only be permitted once the traffic control facilities, temporary traffic diversions / deviations and the traffic accommodation plan has been approved by the relevant authorities and accepted by the Engineer.

Traffic accommodation is an integral part of the scope of works. No sub-standard traffic accommodation will be accepted and fines will be applied for breaches in the traffic accommodation specifications.

Provision must be made for the Contractor's plant and materials delivery trucks to enter and leave the construction area with the least possible disruption to public traffic.

3.1.7 TEMPORARY WORKS

Temporary works include the establishment of the Contractor's camp as well as the maintenance of any temporary access roads the Contractor deems necessary and which have been agreed with the Engineer. The Contractor is responsible for their own design of all temporary works on site.

Construction will take place in the vicinity of existing services. Due care shall be exercised to protect these services, allowances for which shall be made in the rates and prices tendered. The Contractor will be required to liaise with and be in attendance where services are relocated by the relevant service departments. The photographic survey of existing infrastructure, which shall be impacted by construction activities, must be concluded before any construction plant / equipment is established onto site. This record will serve as proof of the state of the existing infrastructure pre- construction. Any damages to the road pavement, buildings, electrical mini sub, etc. will be repaired by the Contractor at their own cost.

The works shall not impact on public access. Vehicular and pedestrian traffic flow and protection of the works for public safety shall be maintained at all times during the contract. The local traffic department shall be consulted in this regard.

3.1.8 COGNISANCE OF PUBLIC AND SAFETY

Access to all properties and shops, where applicable, adjacent to the work area must be maintained at all times. The safe accommodation of vehicular and pedestrian traffic along the existing road network and sidewalks must be maintained. The Contractor shall provide



and maintain hoarding/barricading as detailed, temporary traffic signs and warning lights to adequately provide safety to the general public in the vicinity of the work area, protect, watch and light the works and site and any other precautions necessary to prevent injury to persons and damage to private property.

The Contractor will not be permitted to block off entire sections of sidewalks to pedestrians. Work will have sequenced in such a way that pedestrians will always have access along the entire work area separated from adjacent work area by temporary ready fence panels. The minimum sidewalk width to be maintained during construction shall not be less than 1.5 m unless agreed by the Engineer.

The travelling public shall have the right of way in public roads, and the Contractor shall apply suitable approved methods for controlling the movement of their equipment and vehicles that will not constitute a hazard on the road.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to bring the Works to a stop until the road signs, etc have been repaired to the Engineer's satisfaction.

The Contractor may not commence constructional activities before adequate provision has been made for accommodating traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

3.1.9 FINANCIAL

While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

Should the total Contract Value not be available for construction, the scope of work will be reduced in line with the available funding. The time related preliminary and general items will be adjusted pro-rata to the pro-rata adjusted contract duration.



Annexures

CONTENTS

Annex 1: Monthly Project Labour Report

Annex 2: B-BBEE Sub-contract

Annex 3: Targeted Labour Contract Participation Expenditure Report

Annex 4: CLO Contract of Temporary Employment

Annex 5: Health & Safety Specification



ANNEX 1 MONTHLY PROJECT LABOUR REPORT

ANNEX 1

MONTHLY PROJECT LABOUR REPORT

Instructions for completing and submitting this form

- General**
- 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
 - 2 Incomplete / incorrect / illegible forms will not be accepted.
 - 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
 - 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9400 or email EPWFLR@capetown.gov.za.
- Project Details**
- 5 If a field is not applicable insert the letters: NA
 - 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of firm tenders the contract name and number must reflect the term tender as advertised.
 - 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.
- Workers Details and Work Information**
- 8 Care must be taken to ensure that worker details correspond accurately with the workers' ID document of which a Certified copy must be kept for reporting.
- Jobseeker Database Reference Number**
- 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils
- New workers: Training: Reporting Threshold**
- 10 A new worker is one in respect of which a new employment contract is signed in the current month.
 - 11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
 - 12 All formal accredited / non-accredited training that does not form part of on-the-job training
 - 13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this format all.
- Submission of Forms**
- 14 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
 - 15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and Certified ID documents are only required in respect of new workers.
 - 16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
 - 17 Failure to adhere to reporting requirements may result in the withholding of payment penalties being applied or both

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)													
DIRECTORATE:		DEPARTMENT:													
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:													
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR CELL	?												
		WORK	?												
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")															
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (insert last 2 digits)	2	0	
ACTUAL START DATE (yyyy/mm/dd)												ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd)			(7)
2	0												2	0	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)															
R															

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		of			
No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) Rate of pay per day (R - c)	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
								0	0	R	-
Declared by Contractor or Vendor to be true and correct:		Name				Signature					
		Date									
Received by Employer's Agent / Project Manager / Representative:		Name				Signature					
		Date									



ANNEX 2 B-BBEE SUB-CONTRACT

ANNEX 2

CONTRACT NO. AND NAME:
 CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
--	---	---	--

Name of Sub-contractor (list all)	B-BBEE Status Level of Sub-contractor ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
		R	R	R
		R	R	R
		R	R	R

¹Documentary evidence to be provided

Total:	R	
Expressed as a percentage of P*	%	

Signatures

Declared by Contractor to be true and correct: Date:

Verified by Employer's Agent/
 Employer's Agent's Representative: Date:



ANNEX 3 TARGETTED LABOUR REPORT

ANNEX 3

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Joint Venture
--	---	--------------------------------------

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P* x 100
		%	R	R	%
		%	R	R	%
		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct:

Date: ..

Verified by Employer's Agent/
Employer's Agent's Representative:

Date: ..



Annex 4: CLO Contract of Temporary Employment

Construction Contract No.:

PROJECT

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R350.00 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.



3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stay-aways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.



6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

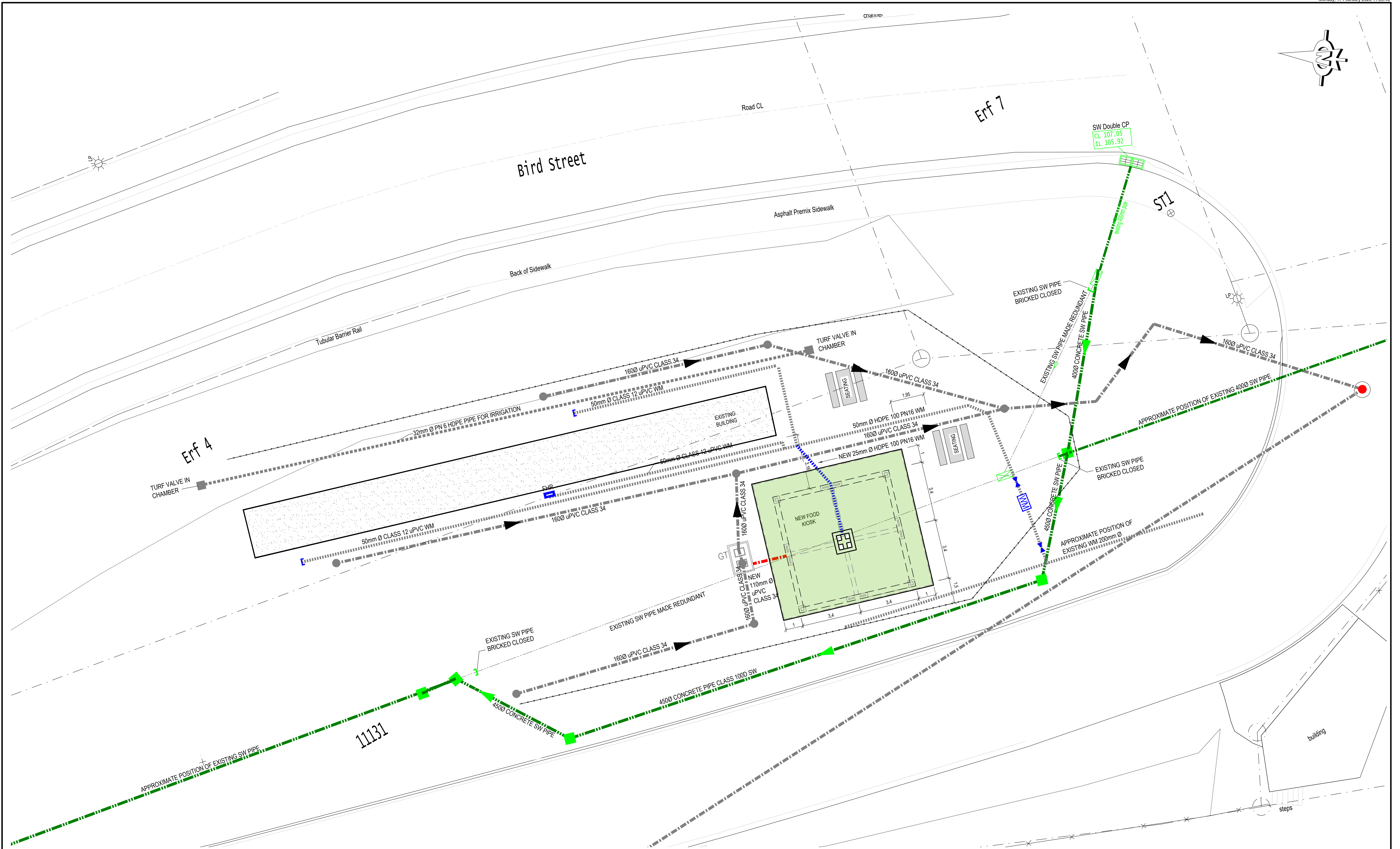
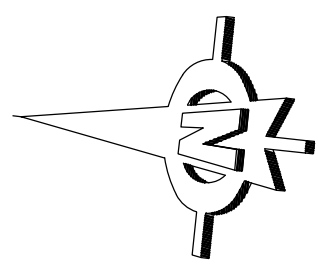
Community Liaison officer:

Date: |.....|



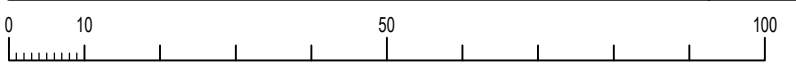


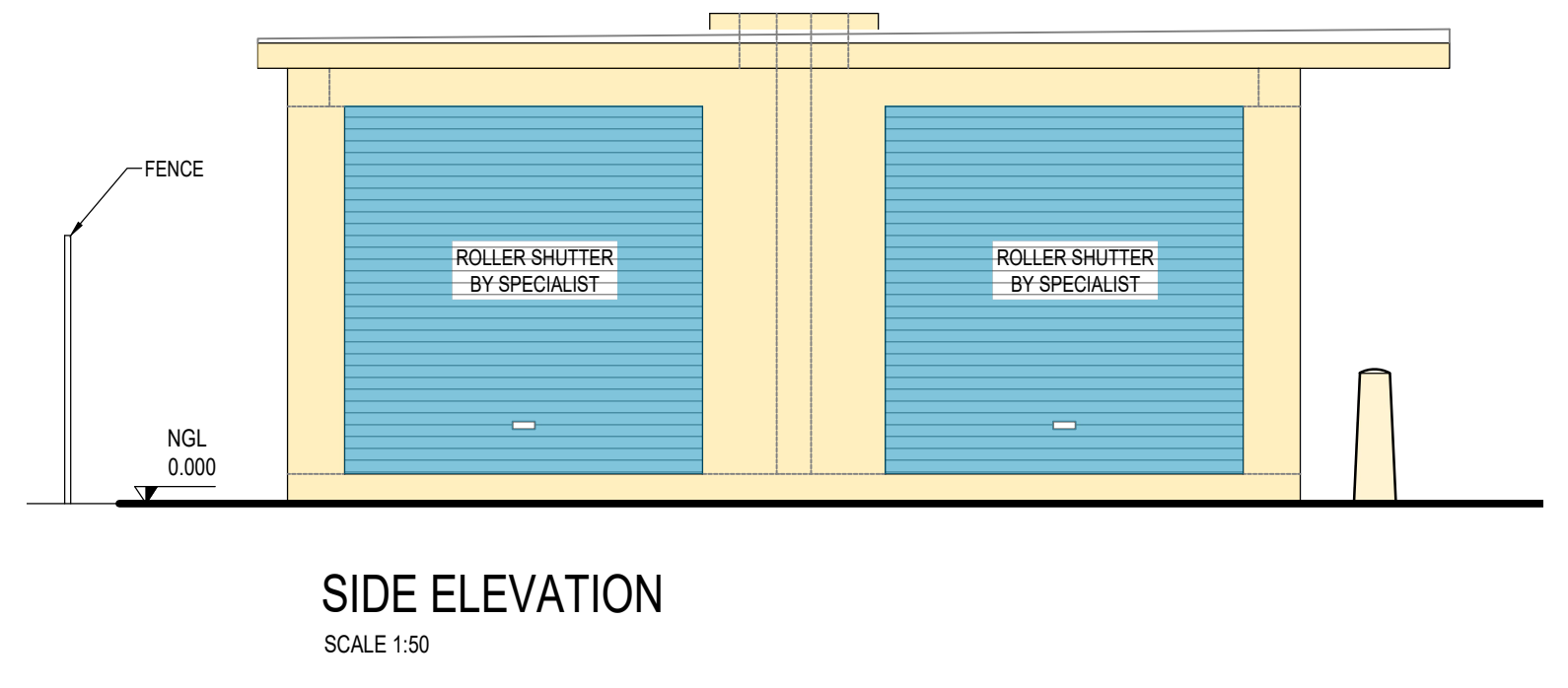
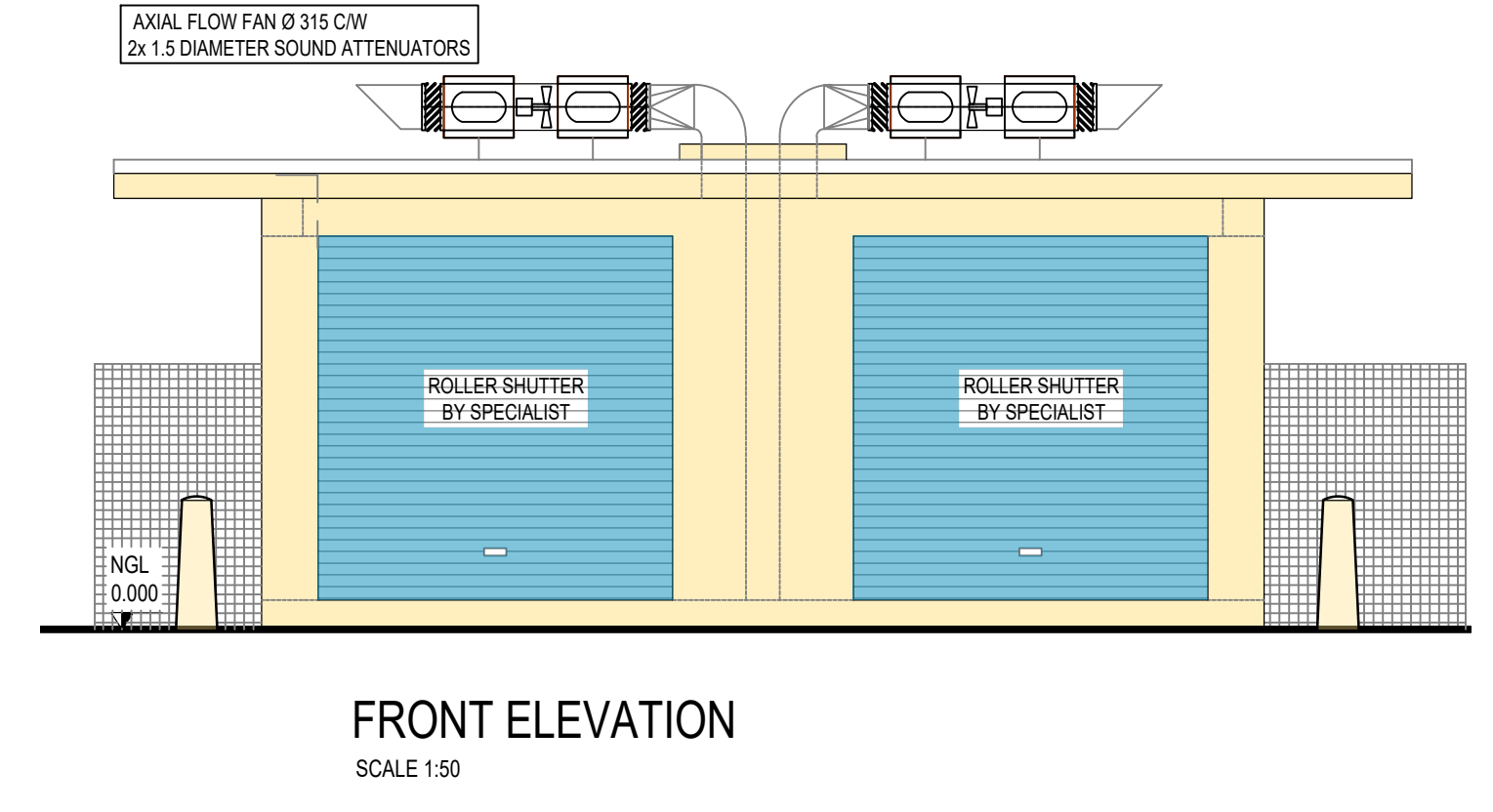
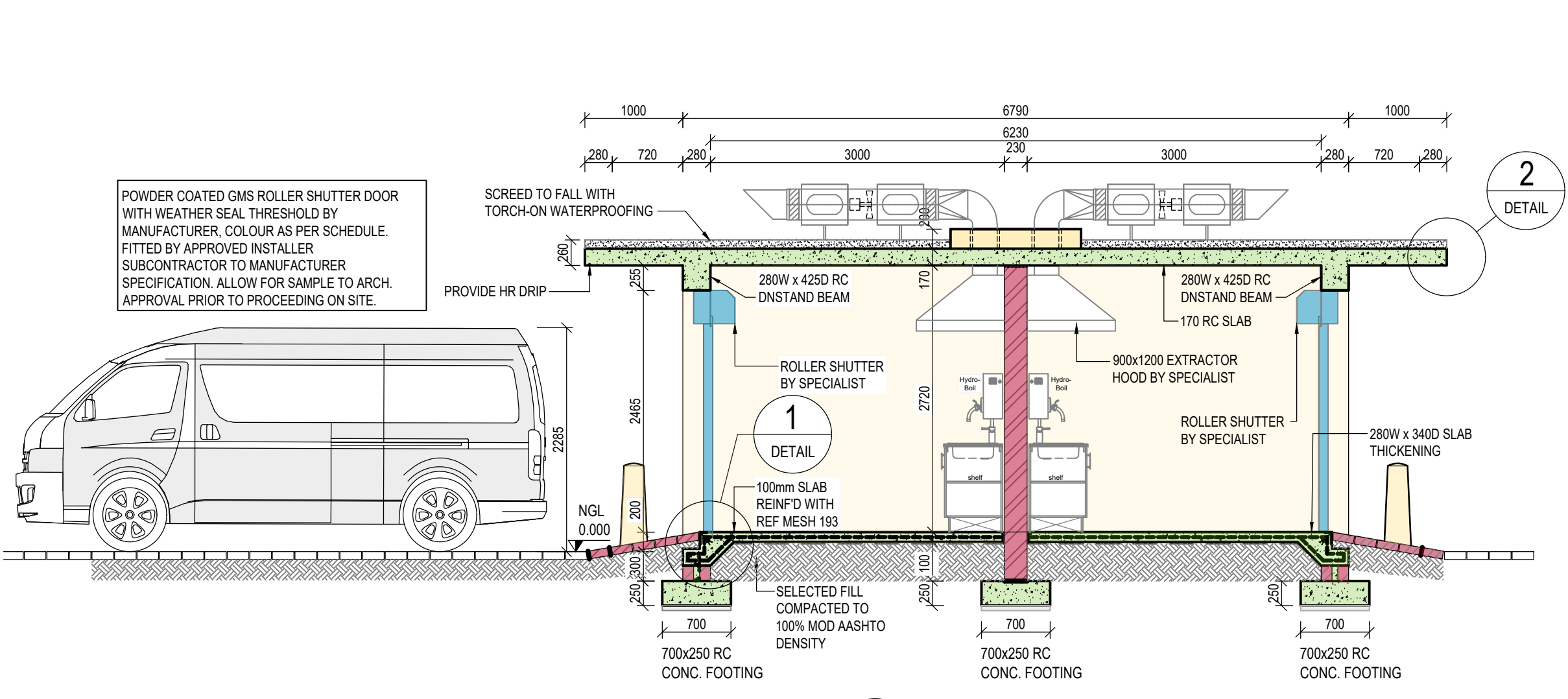
ANNEX 5 Health and Safety Specifications



FOR TENDER

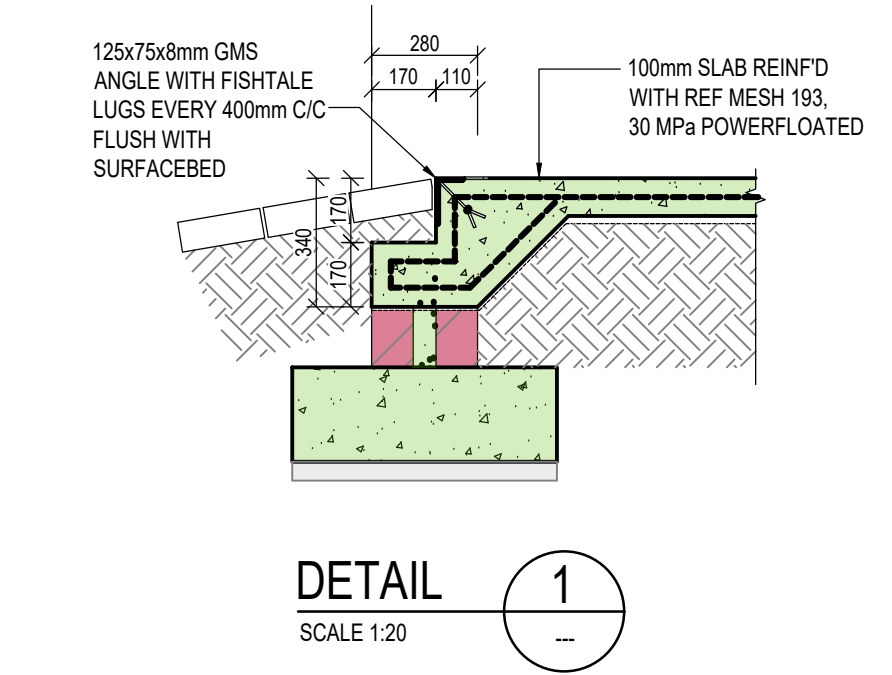
NOTES / LEGEND	APPROVED BY COUNCIL / CLIENT	DATE	INITIAL	No./CODE	REVISION DESCRIPTION	CLIENT	PROVINCE	OFFICE	ENGINEER/TECHNOLOGIST	REG. NO.	DATE																																																					
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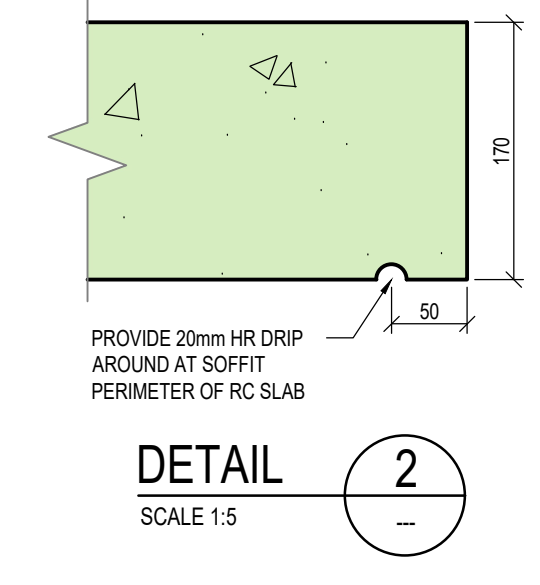


UNDER COUNTER GREASE TRAP

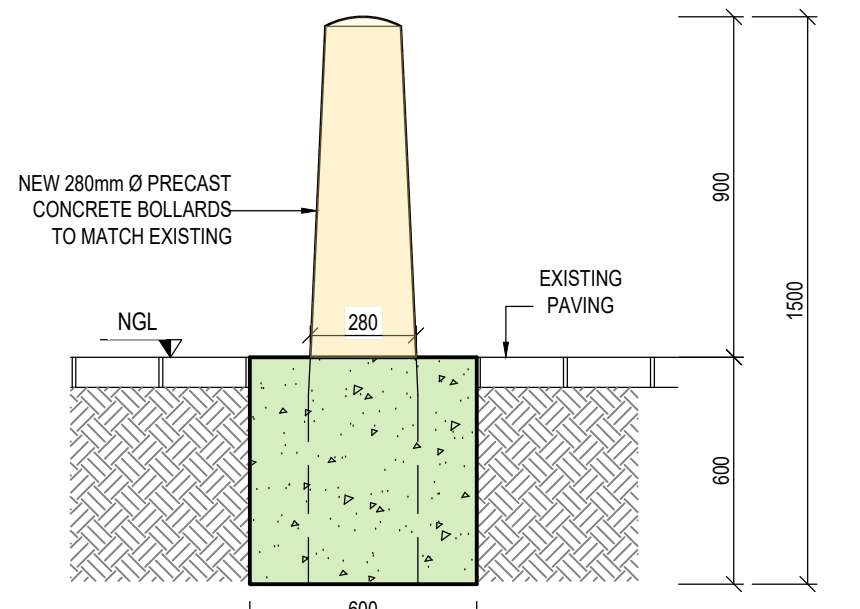
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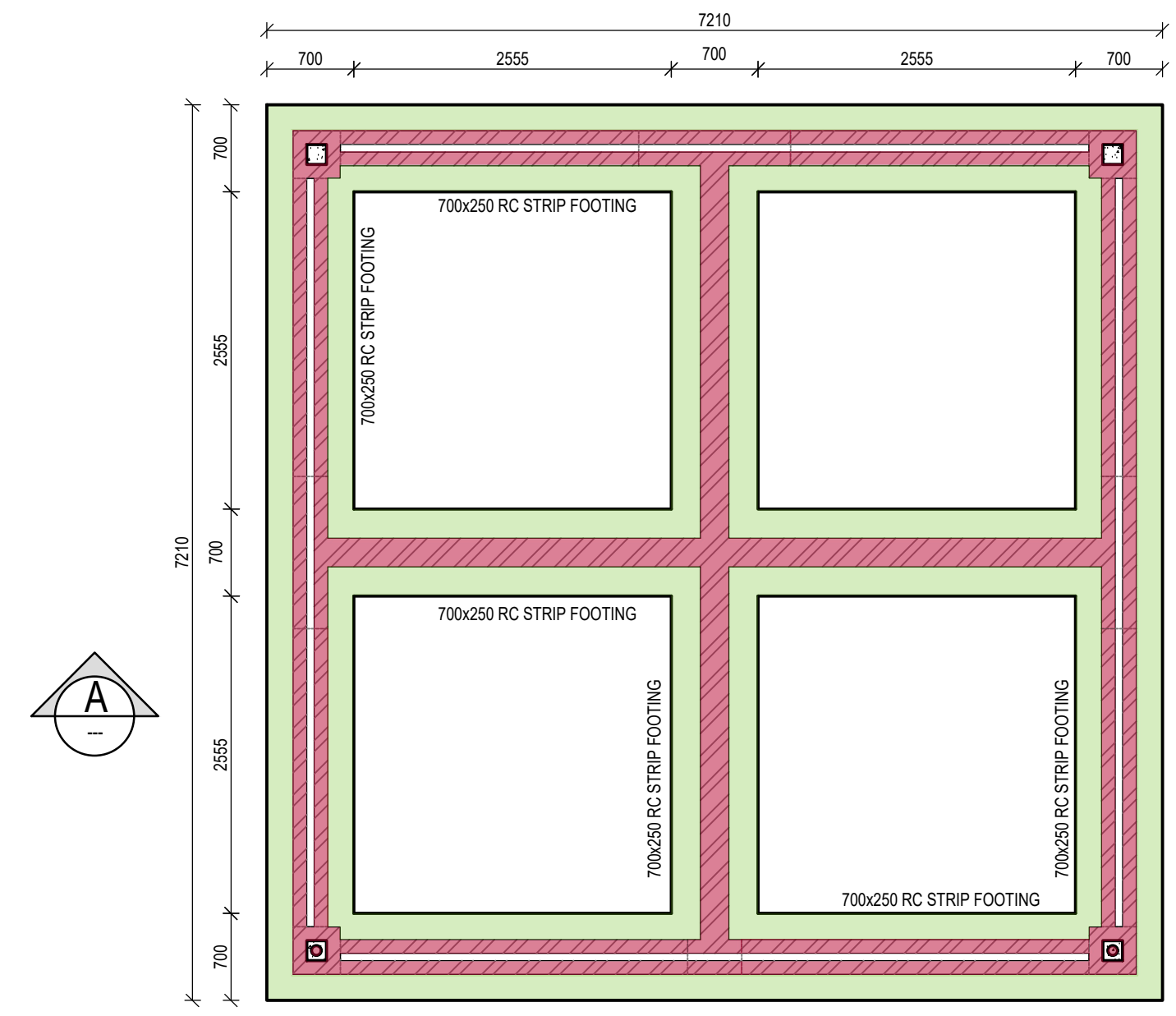
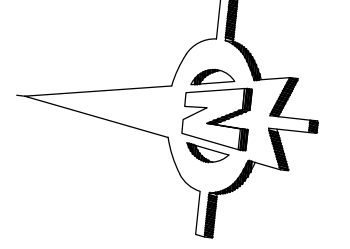
DETAIL 1
SCALE 1:20



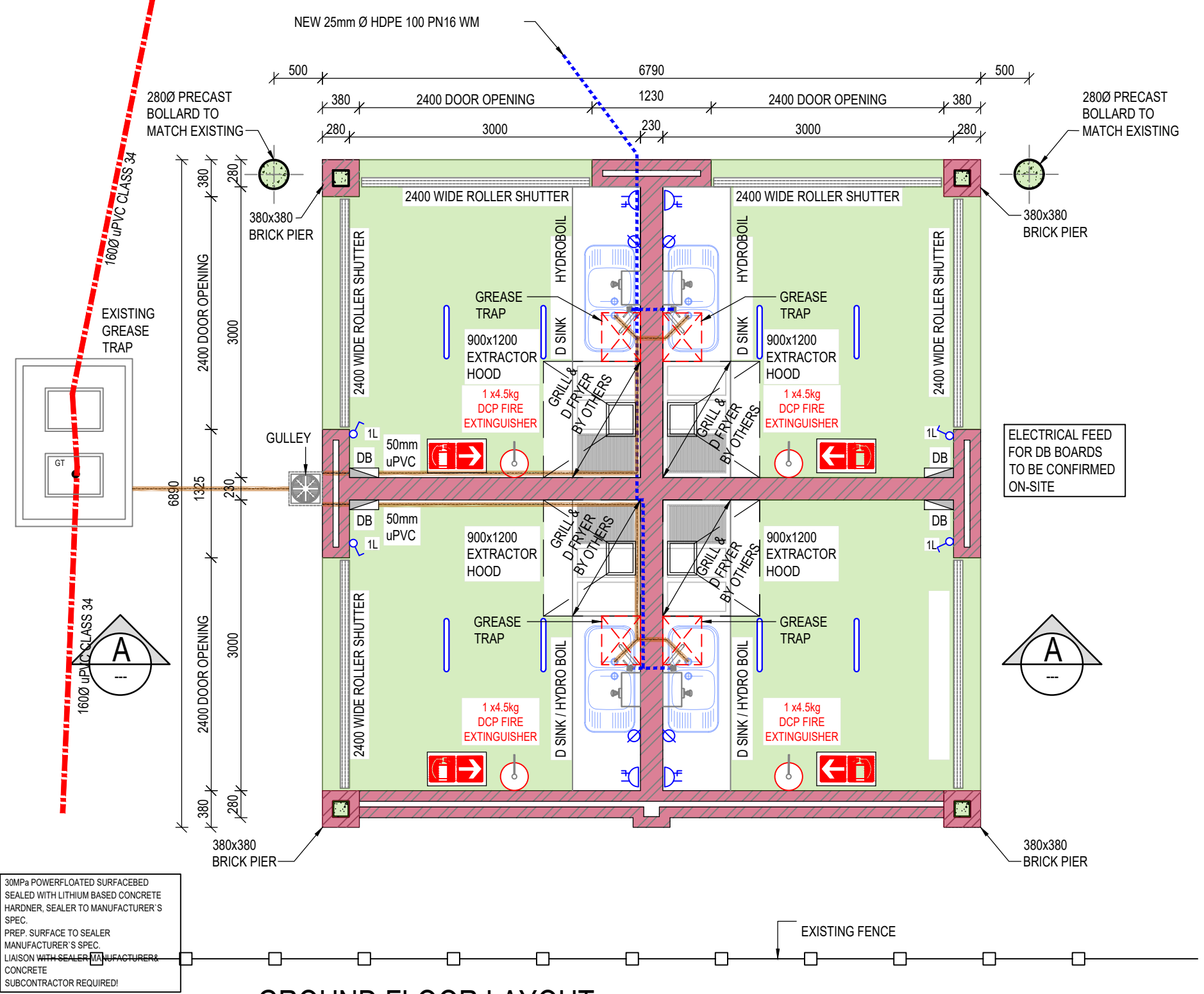
DETAIL 2
SCALE 1:5



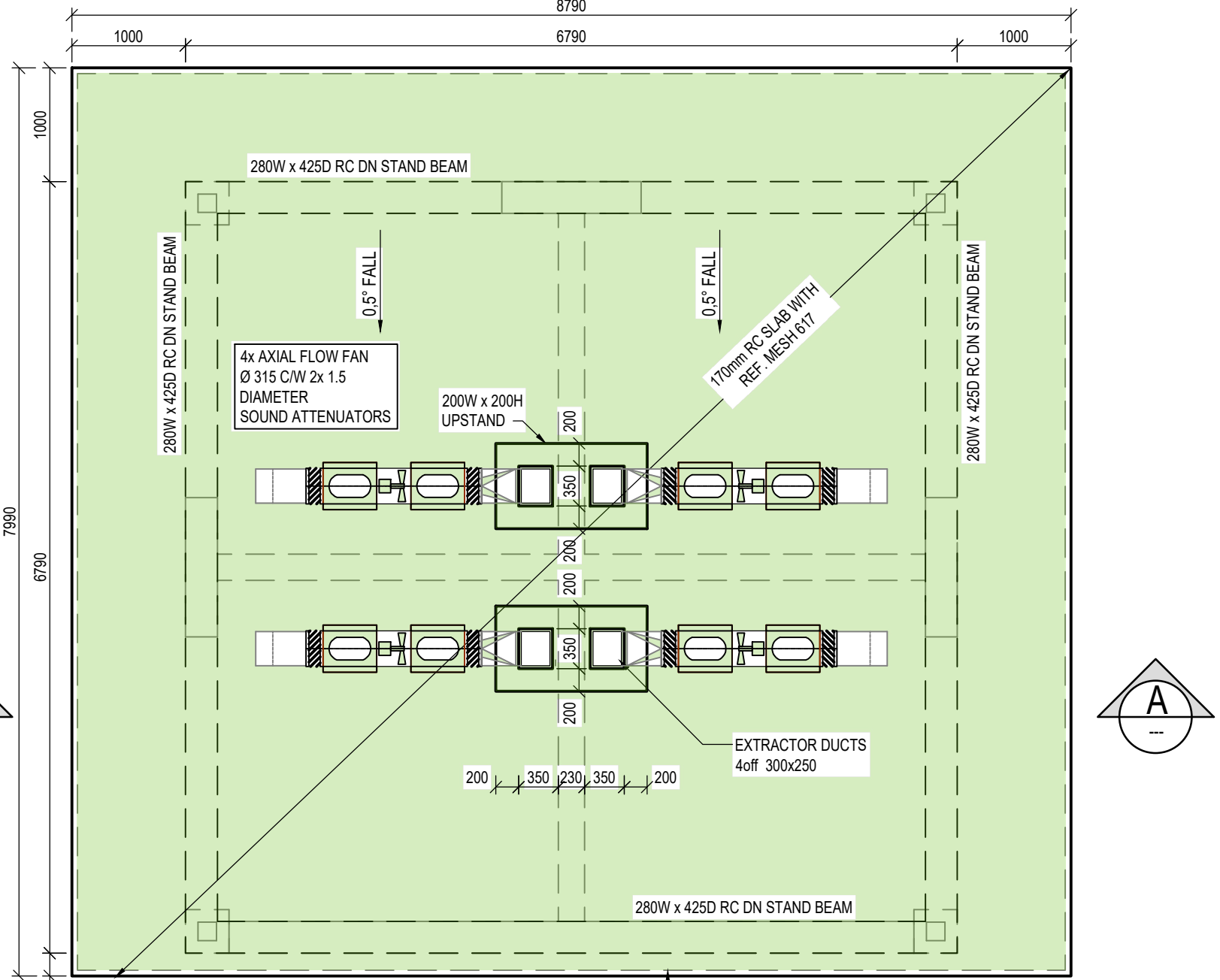
BOLLARD DETAIL
SCALE 1:20



FOUNDATION LAYOUT
SCALE 1:50



GROUND FLOOR LAYOUT
SCALE 1:50



ROOF LAYOUT
SCALE 1:50

ELECTRICAL LEGEND	
	1 LEVER - 1 WAY SWITCH
	LED VAPOURPROOF FITTING - VANDALPROOF
	16A NORMAL COMBINATION SWITCHED SOCKET OUTLET (SANS 164-1 & 164-2)
	SINGLE PHASE SWITCHED ISOLATOR - SURFACE MOUNTED

NOTES / LEGEND	APPROVED BY COUNCIL / CLIENT	DATE	INITIAL	No./CODE	REVISION DESCRIPTION	CLIENT	
		12/02/2025	G.B.	AID	FOR INFORMATION	 STELLENBOSCH MUNICIPALITY • KOMMUNISIPALITEIT	
		17/02/2025	G.B.	T0D	FOR TENDER		
		18/02/2025	G.B.	T1D	GREASE TRAP ADDED		
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	Ungava	(056) 337-8900			ph@bvi.co.za
KwaZulu Natal	Springbok	(052) 713-8900			ph@bvi.co.za
	Durban	(031) 256-4302			ph@bvi.co.za
	Empangeni	(035) 772-6112			ph@bvi.co.za
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	East London	(043) 738-1444			ph@bvi.co.za
Western Cape	Cape Town	(021) 827-7000			ph@bvi.co.za

PROJECT		APPROVED BY BVI	
KAYAMANDI BRIDGE SITE ERF 3 / 4, KAYAMANDI, STELLENBOSCH		ENGINEER/TECHNOLOGIST	REG. NO.
DRAWING TITLE NEW FOOD KIOSK - BUILDING PLAN AND DETAILS		DATE	G.BERGSTEDT
SCALE	A1 @ 1:250	DRAWN	J. DE LANGE
DESIGNED	J. DE LANGE	CHECKED	J. DE LANGE
PLAN NUMBER	REVISION NO.	DATE SAVED	
35370.00-201-01	T1	18 February 2025	

FOR TENDER

