



EXCELLENCE IN WATER CARE

**CIDB 4 GB OR HIGHER**

## BID DOCUMENT

ERW202109/TNDR-024: BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING		
COMPULSORY BRIEFING SESSION	THURSDAY, 25 November 2021 AT 10h00	
CLOSING DATE:	TUESDAY, 14 December 2021 AT 12H00	
FULL NAME OF BIDDER		
CONTACT PERSON		
TEL NUMBER		
FAX NUMBER		
E-MAIL ADDRESS		
CIDB REFERENCE NUMBER		
CENTRAL SUPPLIER DATABASE REG (CSD). NO	M _____	
BIDDERS OFFER <i>(Kindly note that this price is not considered the total contract value)</i>	R _____	INCL VAT

ERWAT STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CIDB 4 GB or higher

## BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

### CONTENTS

#### THE TENDER

##### **Part T1: Bidding Procedures**

T1.1 Tender notice and invitation to Tender

T1.2 Tender Data

##### **Part T2: Returnable Documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

#### THE CONTRACT

##### **Part C1: Agreements and Contract Data**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety

C1.5 Corporate Governance Breach Clause

##### **Part C2: Pricing Data**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

##### **Part C3: Scope of Work**

C3 Scope of Works

##### **Part C4: Site Information**

C4 Site Information

##### **Part C5: Drawings**

C5 Drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CIDB 4GB or higher****T1.1 REQUEST FOR PROPOSAL NOTICE AND INVITATION****TENDER NOTICE**

Bidders are hereby invited to submit tender offers for the project listed below:

PROJECT DESCRIPTION	CIDB GRADING	CONTACT	COMPULSORY BRIEFING SESSION DATE	CLOSING DATE	TENDER COST
<b>ERW202109/TNDR-024: BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING</b>	<b>CIDB 4GB or higher</b>	<b>Aubrey Theko</b> <b>011 929 7030</b>	<b>25 November 2021 AT 10h00</b>	<b>14 December 2021 AT 12h00</b>	<b>R 250.00</b>

Bid documents may be purchased at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park at a non-refundable fee of R250 including VAT per Bid document during office hours from 08h00 -13h00 and 14h00 -16h00 weekdays. The documents are usually available the Monday following the date of advertising or five days prior to the briefing as well on the compulsory briefing meeting scheduled for **Thursday, 25th November 2021 at 10h00**

Bidders are encouraged to collect bidding documents before the briefing session to allow them sufficient time to peruse the scope so that any queries can be dealt with at the briefing session.

Compulsory clarification meeting with the representative of the employer will be held at the **ERWAT Hartebeestfontein Water Care Works, Bapsfontein Road (R25), Kaalfontein - GPS: 26°01'11.58" S, 28°17'04.80" E**

**Please note: this is a compulsory clarification meeting and no bids will be accepted if the contractor has not attended this session and documents will only be accepted from contractors whose names appear on the attendance register. Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid.**

All tender documents must be submitted on the official forms – (not to be re-typed). Bid documents completed in ink must be placed in a sealed envelope clearly marked **“ERW202109/TNDR-024: BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING”** must be placed in the Tender Box, ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **12h00 on the 14 December 2021 at** which hour and date the Tenders will be opened in public. Tenders shall remain valid for a period of 120 days from closing date and no late, faxed, e-mailed or other form of Tender will be accepted.

**All SCM Enquiries shall be addressed to: Ms Phumzile Mdlalose at [publictenders@erwat.co.za](mailto:publictenders@erwat.co.za)/[phumzile.mdlalose@erwat.co.za](mailto:phumzile.mdlalose@erwat.co.za), (011) 929 7000 and all Technical Enquiries shall be addressed to Aubrey Theko at [aubrey.theko@erwat.co.za](mailto:aubrey.theko@erwat.co.za), (011) 929 7000.**

*Bids will be evaluated in terms of ERWAT' Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2017, the General Condition of Contract (GCC) and, if applicable, any other special conditions of contract.*

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations).**

ERWAT accepts no responsibility for bidders accessing the tender notices from other sites/sources other than the newspapers used, its website ([www.erwat.co.za/procurement](http://www.erwat.co.za/procurement)) and the National Treasury's e-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)).

**DATE OF ADVERTISEMENT: 12 November 2021.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202109/TNDR-024

CIDB 4GB or higher

## BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

### T1.2 TENDER DATA

#### General

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause No.	TENDER DATA
F1.1	<b>The Employer is:</b> Ekurhuleni Water Care Company (ERWAT) Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit Road) Kempton Park
F.1.2	<b>The Tender document's contents is as follows:</b>  <b><u>THE TENDER</u></b>  <b>Part T1: Tender Procedures (Pink)</b> T1.1 Tender notice and invitation to Tender T1.2 Tender Data  <b>Part T2: Returnable Documents (Pink)</b> T2.1 List of returnable documents T2.2 Returnable schedules

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

**THE CONTRACT****Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety
- C1.5 Corporate Governance Breach Clause

**Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

**Part C3: Scope of Work**

- C3.1 Description of Works
- C3.2 Engineering
- C3.3 Construction
- C3.4 Procurement
- C3.5 Management of Works
- C3.6 Health and Safety
- C3.7 Technical Specifications

**Part C4: Site Information (White)**

- C4 Site Information

**Part C5: Drawings (White)**

- C5 Drawings (To be circulated as soft copy)

**F1.3****Interpretation**

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

*Contractor**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

<b>F.1.4</b>	<p><b>The Principal Agent is:</b></p> <p><u>Ekurhuleni Water Care Company (ERWAT)</u></p> <p><b>The Employers' (Principal Agent) Representative is:</b></p> <p>Name: _____.</p> <p>Address (postal) _____.</p> <p>_____.</p> <p>Telephone: _____.</p> <p>Facsimile: _____.</p> <p>E-mail: _____.</p> <p><b>The Employer's Representative is:</b></p> <p><b>SCM: Ms Phumzile Mdlalose</b> - Telephone: 011 929-7000</p> <p>E-mail Address: <a href="mailto:publictenders@erwat.co.za">publictenders@erwat.co.za</a></p> <p><b>Technical: Mr Aubrey Theko</b> - Telephone: 011 929-7000</p> <p>E-mail Address: <a href="mailto:aubrey.theko@erwat.co.za">aubrey.theko@erwat.co.za</a></p> <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of Request for Proposals (Tender) will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the bidders, under the signature of the Accounting Officer or his nominee will be regarded as amending the Tender documents. Tender offer communicated on paper shall be submitted as an original.</p> <p>In the event that no correspondence or communication is received from ERWAT within one hundred and twenty (120) days after the stipulated closing date and time of the Tender, the Tender proposal will be deemed to be unsuccessful.</p>
<b>F.1.5</b>	<p><b>Reject or Accept</b></p> <p>The Employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
<b>F.2.1</b>	<p><b>CIDB Requirements</b></p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>4 GB</b> or a higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>1. every member of the joint venture is registered with the CIDB;</p>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

	<p>2. the lead partner has a contractor grading designation in the <b>4GB</b> or higher class of construction work; and</p> <p>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p> <p>The bulk of the work for this Contract is building, however it also includes civil, electrical and mechanical. Should these portions be sub-contracted, each Sub-Contractor shall have a sufficient CIDB grading in their field to cover their portion of the Contract price. An indication of the portion of the total Contract price allocate /d to each Sub-Contractor as well as proof of each Sub-Contractors CIDB grading shall be included in the Tenderers submissions.</p>	
<b>F.2.2</b>	<p><b>Cost of Bidding</b></p> <p>Accept that the Employer will not compensate the Bidders for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>	
<b>F.2.3</b>	<p><b>Check documents</b></p> <p>The Tenderer shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Tenderer shall immediately notify the Employer or Employer's Agent accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as ERWAT or the Agent will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.</p>	
<b>F.2.4</b>	<p><b>Confidentiality and copyright of documents</b></p> <p>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 proposal offer in response to the invitation.</p>	
<b>F2.5</b>	<p><b>Reference Documents</b></p> <p>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</p>	
<b>F2.6</b>	<p><b>Acknowledge Addenda</b></p> <p>Acknowledge receipt of addenda to the proposal documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the Tender data, in order to take the addenda into account.</p>	
<b>F.2.7</b>	<p><b>The arrangements for a compulsory briefing/clarification meeting are:</b></p>	
	<p>Date: 25 November 2021 Time:10:00 am</p>	<p>Location: ERWAT Head Office, Hartebeestfontein Office Park, R24 Bapsfontein Road, Kempton park.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>No individual should represent more than one bidder at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification.</p> <p>At least one member of the JV be represented at the compulsory clarification meeting.</p>
<b>F.2.8</b>	<p><b>Seek clarification</b></p> <p>Questions or queries must be submitted to the Employer at least five (5) working days before the stipulated closing date and time of the Tender. However, ERWAT shall not be liable nor assume liability for failure of the bidder to receive response to any questions and / or queries raised by the bidder by the closing time.</p>
<b>F.2.10</b>	<p><b>Pricing the Tender</b></p> <p>State the rates and prices in South African Rand (ZAR).</p> <p><b>Please note that only firm prices would be accepted by ERWAT.</b></p>
<b>F.2.11</b>	<p><b>Alterations to documents</b></p> <p>Bidder must not make any alterations or additions to the proposal documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the Tender offer shall sign next to all such alterations. Erasures and the use of masking fluid are prohibited. Copies are not allowed, only original documents will be accepted.</p>
<b>F.2.13</b>	<p><b>Submitting a Tender offer</b></p> <p>No late, faxed, emailed or other form of Tender will be accepted. Completed Tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked:</p> <p style="text-align: center;"><b>“CONTRACT NUMBER: ERW202109/TNDR-024”</b>  <b>AND “ BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT</b>  <b>AND UPGRADE OF ERWAT OLD LABORATORY BUILDING ”</b></p> <p>And must be placed in Tender Box at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p> <p>Accept that the tender submitted to the employer cannot be withdrawn or substituted.</p> <p><b>No substitute tender offers will be considered.</b></p> <p>All Tenders received by ERWAT will remain in the Company's possession.</p>
<b>F.2.14</b>	<p><b>Information and data to be completed in all respects</b></p> <p>To facilitate review of this Tender by ERWAT, it is requested that submissions conform to the following format:</p> <ol style="list-style-type: none"> <li><b>Coversheet:</b> List Tender Statement, the name of your firm, and the name, address and telephone number of a contact person for questions concerning the Tender submitted.</li> <li><b>Executive Summary:</b> Provide a brief overview of the project, description of the overall approach to the project, key features of the technologies offered and an overview of the performance guaranteed.</li> <li><b>Relevant Experience and Reference Projects:</b> Information of similar sized projects completed by the Tenderer (in South Africa and worldwide) using the specific technologies requested must be provided. The referenced projects must be comparable in size, complexity and performance achieved to the tendered project. Operation and maintenance experience must also be included here.</li> </ol>

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2



	<p>4. <b>Project Team:</b> Provide a project team organogram showing the structure and composition of the proposed team. A CV highlighting the relevant project specific experience for each team member must be supplied.</p> <p>5. <b>Project Schedule:</b> A detailed project program must be submitted showing details with respect to the different phases of the project as well as the different aspects pertaining to engineering, procurement, construction, installation, commissioning and start up. The key milestones during the project must be indicated.</p> <p>6. <b>Electrical and C&amp;I:</b> All information asked for regarding the electrical and C&amp;I equipment shall be included here.</p> <p>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. Responsive Tenders are ONLY those Tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document</p> <p><b>“FORM C Authority of Signatory”.</b></p> <p>The above is to be read in conjunction with F3.11 below as well as the Project Specifications detailed in Section C3: Scope of Works.</p>
<b>F.2.15</b>	<p><b>Closing time</b></p> <p>Closing date: <b><u>Tuesday, 14 December 2021</u></b></p> <p>Closing Time: <b><u>12h00</u></b></p>
<b>F.2.16</b>	<p><b>Tender offer validity</b></p> <p>The Tender offer validity period is 120 Days.</p> <p>Where there is need to extend the validity, correspondence will be shared to all bidders.</p>
<b>F2.18</b>	<p><b>Provide other information</b></p> <p><b>The bidders are required to submit following documents. Failure to submit or resubmit when requested may result in automatic disqualification:</b></p> <ul style="list-style-type: none"> <li>(1) Proof of SARS Tax status (pin issued by the South African Revenue Services);</li> <li>(2) Completion of MBD 2, 3.1, 4, 6.1, 6.2, 7.1, 8 and 9 forms</li> <li>(3) Copy of municipal Statement not older than 3 months or letter from landlord stating that rates and taxes are not in arrears for more than 90 days from date of closing of bid.</li> <li>(4) In case of Joint Venture – the Joint Venture Agreement</li> <li>(5) Letter of intent to submit <b>Third Party Liability Insurance and All risk contractor's insurance</b> to cover this contract</li> </ul>
<b>F2.23</b>	<p><b>Certificates</b></p> <p>The Tenderer is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this Tender Document.</p>
<b>F3.4</b>	<p><b>Opening of tender</b></p> <p>Tenders will be opened in public at the ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p>
<b>F3.5</b>	<p><b>Two-envelope System</b></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>F3.6</b>	<p><b>Non-disclosure</b></p> <p>After the opening of the Tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of Tender offers and recommendations concerning the award of the Tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by ERWAT.</p>
<b>F3.9</b>	<p><b>Arithmetical errors, omissions and discrepancies</b></p> <p>ERWAT is to check BID offers for arithmetical errors in the following manner:</p> <ol style="list-style-type: none"> <li>Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>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.</li> <li>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.</li> </ol> <p>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.</p>
<b>F3.11</b>	<p><b>Evaluation of tender offers</b></p> <p>The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this Tender will be in terms of the Supply Chain Management Policy of ERWAT and the Preferential Procurement Regulations of 2017.</p> <p>If the submitted Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. With regard to the above, certain actions or errors are unacceptable, and <b>may</b> warrant <b>REJECTION OF THE TENDER</b>, for example:</p> <ol style="list-style-type: none"> <li>Proof of SARS Tax status (pin issued by the South African Revenue Services);</li> <li>Non submission of company registration certificates.</li> <li>Pages that were to be completed being removed from the Tender document and have therefore not been submitted.</li> <li>Failure to fully complete form of offer.</li> <li>Scratching out without initialling next to the amended rates or information.</li> <li>Writing over / painting out rates / the use of Tippex/correction fluid or any erasable ink.</li> <li>Failure to attend compulsory briefing meetings</li> <li>The Tender has not been properly signed by a party having the authority to do so, according to the Form C– “Authority for Signatory”.</li> <li>No authority for signatory submitted.</li> <li>Particulars required in respect of the proposal have not been provided: non- compliance of Tender requirements and/or specifications.</li> <li>The Bidder's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.</li> <li>The Proposal has been submitted after the relevant closing date and time.</li> <li>If any municipal rates and taxes or municipal service charges owed by that Bidder or any of its directors to the company, or to any other company or municipal entity, are in arrears for more than three months (90 days).</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- xiv If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the company or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory.

## 2. Good standing with SA Revenue Services

- i Determine whether an original valid tax clearance has been submitted.
- ii The Bidder must affix an original valid Tax Clearance Certificate to the designated page of the Tender document.

If the Tender does not meet the requirements contained in the ERWAT Supply Chain Policy, and the mentioned framework, it will be rejected and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

## 3. Penalties

ERWAT will, if upon investigation it is found that a preference in terms of the Preferential Procurement Policy Framework Act, 2000 and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- I. Cancel the contract and recover all losses or damages incurred or sustained from the Bidder.
- II. Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- III. Restrict the firm, its shareholders and directors on obtaining any business from ERWAT for a period of 5 years and blacklisted on the National Treasury database of restricted suppliers.

## 4. Evaluation Criteria

ERWAT will establish a Bid Evaluation Committee (BEC) whose responsibility it is to make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will short list and evaluate the bid document in accordance with the criteria below and make recommendations to the BAC.

- 1) **Pre compliance evaluation to be done and pre-qualified bidders goes through for the functionality evaluation.** Where pre compliance information is not provided the ERWAT supply chain may contact the responsible bidder to submit within 5 working days and failure to do so will result in disqualification.
- 2) **Mandatory requirements.**
  - Score Bid evaluation points for functionality and exclude all Bids that do not achieve **75 points** for functionality. Confirm that Bidders progressing to second stage are eligible for the preferences claimed, and if so, score Bid evaluation points for preference.
  - Score Bid evaluation points for price and preference points.
  - Calculate total Bid evaluation points, to two decimal places.
  - Rank Bid offers from the highest number of Bid evaluation points to the lowest.
  - Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

## FUNCTIONALITY CRITERIA: -

Note: The minimum required score/threshold for functionality is 75 points. **Bidders scoring less than 75 points on functionality shall not proceed to the next stage of the evaluation.**

Functionality criteria maximum points in respect of each criterion shall be as set out at the bottom of this table.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All Tender submission will be evaluated by at least three evaluators against the Table below. Tenderers shall ensure that their tender submissions are sufficiently detailed and that all required information is included in their submissions. Information not provided will result in zero points awarded for the respective item.

The minimum number of evaluation points for functionality is 75 points. Submissions that do not meet these criteria **shall not be considered in further evaluations**.

### Tender evaluation points

Tender evaluation points will be allocated as per the Supply Chain Management policy and the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 including the following:

The following preference point systems are applicable to all bids:

- a) Price:
  - 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- b) B-BBEE Status Level of Contribution: 20 or 10.

The maximum points for this bid are allocated as follows:

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

*Note: The Price and B-BBEE evaluation scoring is dependent on the submissions passing the 75 points Technical Functionality threshold. The client has the prerogative to determine the feasible price range, hence the being the lowest price does not necessarily warrant award of the project. (80:20 for project less than R50mil while 90:10 for project above R50mil (all applicable taxes included)).*

Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.

### F3.17 Provide copies of the contracts

The number of paper copies of the signed contract to be provided by the Employer is **one**.

### BID Award

ERWAT requires bidders to perform work of high quality as set out in this bid.

The lowest tender will not necessarily be accepted and ERWAT reserves the right to accept a tender either as a whole or in part, has the right to award the bid to more than one bidder, or not accept any bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The additional conditions of the proposal are:

- 1) ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project.
- 2) **ERWAT reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidders shall provide all reasonable assistance in such investigations.**

## 1.1 TECHNICAL / FUNCTIONALITY EVALUATION

Potential service providers will have to achieve a minimum of **75 points out of 100** for their technical proposals before their financial proposals and B-BBEE status are evaluated. This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality.

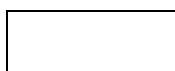
### 1.1.1 SCORING PROCESS

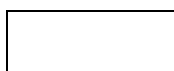
The Technical /Functional Evaluation Task Team will be established to determine the following:

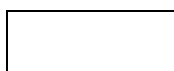
- Whether or not the Bidder understood the project specifications.
- The bidders experience with similar projects.
- The quality of the methodology proposed.
- The qualifications and experience of the key staff proposed.

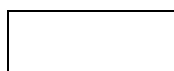
No alteration of technical /functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

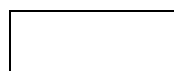
Functionality Criteria	Maximum Number of Points
<b>Company experience</b>	
Completion certificate or reference letters	50
<b>Work Plan</b>	
(Detailed Programme of works and Project associated cash flow)	15
<b>Experience of the Key Personnel to run the project.</b>	
Team Experience	35
<b>Total score for functionality</b>	<b>100</b>

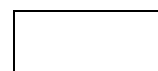
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**SCORING CRITERIA FOR CIDB CONTRACTS:**

The score for the Technical/Functionality Evaluation will be calculated in accordance with the table below:

CRITERION	CRITERION DETAILS		POINTS
<b>Company Experience in construction of buildings/ building refurbishment works</b>  Completion Certificates or Reference letters <b>Note:</b> Appointment letters/ Award letters shall not be accepted	<b>Please provide signed reference letters or completion certificates of completed projects in relations to construction of buildings or building refurbishment works:</b>  <b>Only signed completion certificates and/or reference letters per project (on the letterheads of the previous client/ employer and furnished with project description)</b>		<b>50</b>
	If 5 letter / completion certificates submitted = (50points)		
	If 4 letter / completion certificates submitted = (40 points)		
	If 3 letter / completion certificates submitted = (30 points)		
	If 2 letter / completion certificates submitted = (20 points)		
	If 1 letter / completion certificates submitted = (10 points)		
	If No submission = 0 points		
CRITERION	CRITERION DETAILS		POINTS
<b>Work Plan</b>  <b>(Detailed Programme of works and Project associated cash flow in a Table format)</b>  Note: Five (No5) components must be stated in writing/or be visible on a programme and cash flow spread sheet.	<b>The bidder must clearly write/ show all these 5 components on their submission. (The bidder should not only rely on Microsoft visual illustration). This work plan must be related to this project.</b>		<b>15</b>
	<b>1) Milestones, 2) Critical Path, 3) Resource allocation, 4) Task Dependency Map, 5) Cost Allocation, (cash flow must be in-line with the project cost and programme of works).</b>		
	Tenderer has submitted a work plan Inclusive of all 5 components = 15		
	Tenderer has submitted a work plan Inclusive of all 4 components = 12		
	Tenderer has submitted a work plan Inclusive of all 3 components = 9		
	Tenderer has submitted a work plan Inclusive of 2 components = 6		
	Tenderer has submitted a work plan Inclusive of 1 components = 3		
	Tenderer did not submit (Programme of works and the cash flow) = 0		
CRITERION	CRITERION DETAILS		POINTS
<b>Relevant years' Experience of Key Project Members</b>  The key project team with relevant years expertise. The evidence should be provided for each member indicating the years and the type of projects involved in.	<b>CV or details of work experience and proof of qualification should be provided indicating number of years' experience (Post qualification date) on projects of construction of buildings or building refurbishment work. The name of the project involved must be indicated and the incumbent project designation indicated as team leader or contract manager, site agent, foreman where applicable.</b>		<b>15</b>
	<b>Team Leader Experience / Contractor Manager: with Civil Engineering Qualification (BSc/BEng./BTech/ X 1.0) (National Diploma X 0.65) (Certificate X 0)</b>	5 years and more experience = 15	
		2 to 4 years' experience = 7.5	
		Less than 2 years' experience = 0.0	
	<b>Site Agent: with Civil Engineering Qualification (BSc/BEng/BTech/National Diploma X 1.0) (Certificate X 0.5) (No Qualification X 0)</b>	5 years and more experience = 10.0	<b>10</b>
		2 to 4 years' experience = 5.0	
		Less than 2 years' experience = 0.0	

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

	Foreman: with either Civil, Mechanical or Electrical Engineering Qualification (Min Certificate)	5 years and more experience = 10.00	10
		2 to 4 years' experience = 5.00	
		Less than 2 years' experience = 0.00	
<b>TOTAL</b>	<b>The minimum number of evaluation points for functionality is 75</b>		<b>100</b>

Tender submission will be evaluated according to ERWAT Supply Chain Management rules. Tenderers shall ensure that their tender submissions are sufficiently detailed and that all required information is included in their submissions. Information not provided will result in zero points awarded for the respective item.

The minimum number of evaluation points for functionality is 75 points. Tenderers who score less than 75 points on technical evaluation will be disqualified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



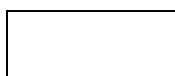
**PROJECT NO: ERW202109/TNDR-024**

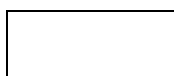
**CIDB 4GB or higher**

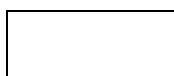
**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND  
UPGRADE OF ERWAT OLD LABORATORY BUILDING**

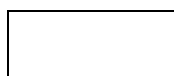
**T 2.1 LIST OF RETURNABLE DOCUMENTS**

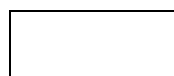
1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that Bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

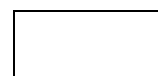
  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

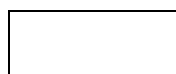
  
*Witness 2*

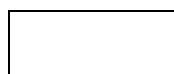


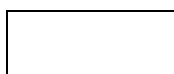
#### 4. Returnable Schedules Required for Tender Evaluation Purposes

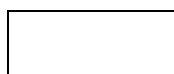
The Bidder must complete and sign the following returnable Schedules:

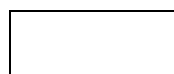
INDEX	
<b>ADVERTISEMENT</b>	
<b>STANDARD CONDITIONS OF BIDDING</b>	
<b>SECTION 1: ADMINISTRATIVE COMPLIANCE</b>	
<b>MBD 1</b>	<b>INVITATION TO BID</b>
<b>MBD 2</b>	<b>TAX CLEARANCE REQUIREMENTS</b>
<b>MBD 3.1</b>	<b>PRICING STRUCTURE: FIRM PRICES</b>
<b>MBD 4</b>	<b>DECLARATION OF INTEREST</b>
<b>MBD 6.1</b>	<b>DECLARATION FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS</b>
<b>MBD 6.2</b>	<b>LOCAL CONTENT PRODUCTION</b>
<b>MBD 7.1</b>	<b>CONTRACT FORM: PURCHASE OF GOODS/SERVICES</b>
	<b>PART 1: TO BE COMPLETED BY THE BIDDER</b>
	<b>PART 2: TO BE COMPLETED BY ERWAT</b>
<b>MBD 8</b>	<b>DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
<b>MBD 9</b>	<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
<b>FORM A</b>	<b>MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD:</b>  Copy of Municipal Statement not older than 3 months before date of closing of bid OR Letter from landlord stating that you are renting from his/her property OR a Copy of Lease agreement and Contact details.  Rates and taxes must not be in arrears for longer than 90 (ninety) days of date of closing of bid.
<b>FORM B</b>	<b>NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE</b>
<b>FORM C</b>	<b>AUTHORITY OF SIGNATORY</b>
<b>FORM D</b>	<b>FINANCIAL REFERENCES/DETAILS OF BIDDERS BANKING INFORMATION</b>
<b>FORM E</b>	<b>RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
<b>FORM F</b>	<b>CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)</b>
<b>FORM G</b>	<b>OCCUPATIONAL HEALTH AND SAFETY AGREEMENT</b>
<b>FORM H</b>	<b>CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS</b>
<b>FORM I</b>	<b>CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER</b>
<b>FORM J</b>	<b>PROGRAM OF WORKS/SERVICES</b>
<b>FORM K</b>	<b>EXPERTISE OF THE KEY PERSONNEL</b>
<b>FORM L</b>	<b>SANS/SABS/ISO CERTIFICATION OR TQM CERTIFICATION OR OTHER CERTIFICATES REQUIRED IN TERMS OF THE REGULATORY AUTHORITY AS SET OUT IN THE SPECIAL CONDITIONS OF CONTRACT</b>

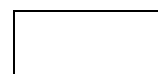
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

FORM M	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT
FORM N	COPY OF COMPANY REGISTRATION DOCUMENTS
FORM Q	PREFERENTIAL PROCUREMENT REGULATION 4: IMPLEMENTATION PLAN
FORM R	COMPANY EXPERIENCE
FORM S	TECHNICAL IMPLEMENTATION
FORM T	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
FORM U	LIST OF COMPANY OWNED PLANT AND ASSURANCE LETTER TO HIRE

Returnable Documents that will be incorporated into the contract

**CONTRACT DOCUMENTS**

C1.1	OFFER PORTION OF FORM OF OFFER AND ACCEPTANCE
C1.2	CONTRACT DATA (PART 2)
C1.3	FORM OF GUARANTEE ( THIRD PARTY LIABILITY AND ALL RISK INSURANCE)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.1 IMPORTANT: Required Returnable Documentation:**

Please ensure that the following supporting documents are attached to your Bid Document. Failure to submit the below mentioned documents will result in disqualification of your bid.

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	A valid original Tax Clearance Certificate		
2	Certified Copy of ID documents of owners/ members/ shareholders (see Bidders Information Section).		
3	Copy of Municipal Statement not older than 3 months OR Letter from landlord stating that you are renting from his/her property OR Copy of Lease agreement and Contact details (Statement and arrears should not be older than 3 months)		
4	Current Certificate of Good Standing from Compensation Commissioner		
5	Programme of Works		
6	Expertise of the Key Personnel		
7	Letter of intent to submit Third Party Liability Insurance and All Risk Contractors Insurance to cover this contract		
8	Occupational Health & Safety Plan		

**T2.1.2 Other Returnable Documents required for the evaluation**

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	Copy of Company/ Registration Documents (see Bidders Information Section).		
2	Original or Certified copy of BBBEE Verification certificate from an accredited Verification Agency – failure to submit will result in a zero score for BBBEE Contribution Level Status points awarded.		
3	For companies: A letter from the auditors confirming shareholding percentages.		
4	Audited Financial Statements for the past three financial years		
5	Certificate that there are no outstanding commitments for municipal rates and taxes for more than 30 days		
Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

			Documentation attached
6	Listing of all government contracts awarded in the past 5 years		
7	Proof of CSD registration (Supplier number and unique reference ID) – failure to supply this information will result in disqualification. This tender may not be awarded to a person who is not registered on the CSD database.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202109/TNDR-024

## BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

### T2.2 RETURNABLE SCHEDULES

#### RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

#### COMPULSORY ENTERPRISE QUESTIONNAIRE

*In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner*

1.	NAME OF ENTERPRISE	
2.	CONTACT PERSON	
3.	CONTACT NUMBER	
4.	FAX NUMBER	
5.	E-MAIL ADDRESS	
6.	POSTAL ADDRESS	
7.	PHYSICAL ADDRESS	
8	VAT REGISTRATION NUMBER	
9	TAX REFERENCE NUMBER	
10	CIDB REGISTRATION NUMBER	
10.1	CIDB GRADING	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11	<b>HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED</b>	YES		NO					
	<b>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</b>  AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) A REGISTERED AUDITOR (Tick applicable box)								
12	<b>(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)</b>  <b>ARE YOU THE ACCREDITED REPRESENTATIVE? IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</b>  <div style="text-align: right;"> <table border="1"> <tr> <td>YES</td> <td></td> <td>NO</td> <td></td> </tr> </table> </div> <b>If Yes enclose Proof</b>					YES		NO	
YES		NO							
	<p>.....</p> <p>Signature on behalf of Bidder</p>								

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS HERETO**1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement).

2. **For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- The shareholders' register.

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in (1) or (2) and (6) of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One-person Business / Sole trader/Sole Proprietor**

- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Original or certified copy and valid B-BBEE Status Level Verification Certificates from an accredited Verification Agency

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 1

**INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR ERW202109/TNDR-024: BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING****CLOSING DATE: 14 December 2021****TIME: 12:00**

The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

Completed Tender documents with attached documents, if any, must be completed in Ink and submitted in a sealed envelope and clearly marked "Contract No: ERW202109/TNDR-024 to be placed in Tender Box at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.

Bidders should ensure that bids are in the tender box at the closing time and date, including couriered documents. Any late documents will not be accepted for consideration.

**The box is generally open during office hours: 07:00 – 17:00 Mondays to Fridays.**

***N.B*** : Bidders must ensure that they submit the full bidding document with all the pages, all requested information completed and signed, including all supporting documents in the areas provided.

*All bids must be submitted on the official forms – (not to be re-typed). Failure to complete the document in full may result in disqualification.*

*Bids completed in pencil, re-typed or where correction tape/fluid is used will be regarded as invalid bids.*

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

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

1. Relevant specifications and technical proposals
2. Value for money
3. Capability to execute the contract
4. PPPFA & related regulations (including BBBEE)
5. Standard conditions of bidding
6. Special conditions of contract
7. General conditions of contract
8. Supporting documents where required

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



***In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner***

NAME OF ENTERPRISE							
PHYSICAL ADDRESS:							
POSTAL ADDRESS:							
CONTACT PERSON							
TEL NO: _____		CELL NO: _____					
FAX NO: _____		EMAIL: _____					
COMPANY REGISTRATION NUMBER:							
VAT NUMBER:				TAX REF NUMBER:			
CENTRALISED SUPPLIER DATABASE (CSD) NUMBER:				MAAA _____			
CIDB REGISTRATION NUMBER							
CIDB GRADING							
ERWAT VENDOR NUMBER (NOT COMPULSORY):							
TOTAL BID PRICE/VALUE (INC. VAT) CARRIED OVER FROM BOQ/PRICING SCHEDULE:				R _____ INCLUDING VAT			
TOTAL NUMBER OF ITEMS OFFERED							
* PREFERENCE POINTS CLAIMED AS PER FORM MBD 6.1		B-BBEE RATING [LEVEL ____]		VALID B-BBEE CERTIFICATE ATTACHED		Yes	No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?				Yes		No	
DISABLED [_____%]		WOMEN [_____%]		YOUTH [_____%]			

***\*IF YES, WHO WAS THE CERTIFICATE ISSUED BY?***

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐  
 A REGISTERED AUDITOR ☐  
 A SWORN AFFIDAVIT ☐  
*(tick applicable block)*

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (SEE MBD6.1) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?**

YES		NO	
-----	--	----	--

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

NAME AND SURNAME: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

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

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION  
MAY BE DIRECTED TO:**

**SUPPLY CHAIN BIDDING PROCEDURES:**

CONTACT PERSON: Ms. Phumzile Mdlalose

CONTACT DETAILS: (TEL) 011 929 7000

E-MAIL: [publictenders@erwat.co.za](mailto:publictenders@erwat.co.za)

**TECHNICAL QUERIES MAY BE DIRECTED TO:**

CONTACT PERSON: Mr. Aubrey Theko

CONTACT DETAILS: (TEL) 011 929 7186

E-MAIL: [aubrey.theko@erwat.co.za](mailto:aubrey.theko@erwat.co.za)

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

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

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

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

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

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

**MBD 2**

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

**NEED A TAX CLEARANCE? GO ONLINE**

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.
- To register for e-filing go to: [www.sarsefiling.co.za](http://www.sarsefiling.co.za)

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

**Is your tax compliance status green?**

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:**

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising MLM to check TCC for tender purposes only.

<b>TCS Details</b>	
<b>Tax payer name</b>	
<b>Trading Name</b>	
<b>Purpose of request</b>	TENDER
<b>Request Reference number</b>	
<b>PIN</b>	
<b>PIN EXPIRY DATE</b>	

**Note: Bidders may attach their Tax compliance status printout to the bidding document.**

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ duly appointed as authorised signatory holder, hereby grant **ERWAT** permission to check the TCC status of \_\_\_\_\_ and it is duly understood that the search is for tender purposes only.

\_\_\_\_\_  
**NAME AND SURNAME**

\_\_\_\_\_  
**DESIGNATION**

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

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

**FOR ERWAT OFFICE USE ONLY:**  
**VERIFIED** ☐ YES / ☐ NO

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

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

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

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

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

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

## MBD 3.1

**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

**NOTE:** **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

**BID NUMBER:** **ERW202109/TNDR-024**

**BID DESCRIPTION:** **BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING**

**CLOSING DATE:** **TUESDAY, 14 TH DECEMBER 2021 AT 12H00 PM**

OFFER TO BE VALID FOR **ONE HUNDRED AND TWENTY CONSECUTIVE (120) DAYS** FROM THE CLOSING DATE OF BID.

- 
- REQUIRED BY: **EKURHULENI WATER CARE COMPANY**
  - AT: **INFRASTRUCTURE PLANNING AND PROJECTS**
  - BRAND AND MODEL \_\_\_\_\_ OFFERED
  - COUNTRY OF ORIGIN \_\_\_\_\_
  - DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS? **YES/NO\***
  - IF NOT TO SPECIFICATION, INDICATE DEVIATION(S) AND SUBMIT FULL TECHNICAL DETAIL AND DRAWINGS ON DEVIATIONS  
\_\_\_\_\_  
\_\_\_\_\_
  - DELIVERY PERIOD: \_\_\_\_\_ DAYS/WEEKS/MONTHS
  - DELIVERY BASIS: \_\_\_\_\_ FIRM/NOT FIRM

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

**DECLARATION OF INTEREST**

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

4.1 Full Name of bidder or his or her representative:

\_\_\_\_\_

4.2 Identity Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

\_\_\_\_\_

4.4 Company Registration Number: \_\_\_\_\_

4.5 Tax Reference Number: \_\_\_\_\_

4.6 VAT Registration Number: \_\_\_\_\_

4.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 5 below.

4.8 Are you presently in the service of the state?

**YES / NO**

If so, furnish particulars.

\_\_\_\_\_

\_\_\_\_\_

4.9 Have you been in the service of the state for the past twelve months?

**YES / NO**

If so, furnish particulars.

\_\_\_\_\_

\_\_\_\_\_

4.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

If so, furnish particulars.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

- 4.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

If so, furnish particulars.

- 4.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If so, furnish particulars.

- 4.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If so, furnish particulars.

- 4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

If so, furnish particulars.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## 5. Full details of directors / trustees / members / shareholders.

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

**1 MSCM Regulations: “in the service of the state” means to be –**

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

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

**CERTIFICATION**

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

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

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 POSITION

\_\_\_\_\_  
 NAME OF BIDDER

\_\_\_\_\_  
 Contractor

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

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

\_\_\_\_\_  
 Employer

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

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



## MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and 80/20 preference point system shall be applicable to this tender.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - i. B-BBEE Status level certificate issued by an authorized body or person;
  - ii. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - iii. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

### 3. **POINTS AWARDED FOR PRICE**

#### 3.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

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


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

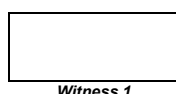
Where:

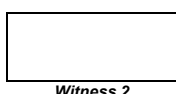
- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

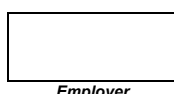
### 4. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

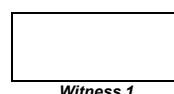
- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

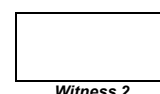
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Kindly tick the applicable level and points
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

## 5. **BID DECLARATION**

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

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

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

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

## 7. **SUB-CONTRACTING**

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

YES		NO	
-----	--	----	--

(Tick applicable box)

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted \_\_\_\_\_ %?

ii) The name of the sub-contractor \_\_\_\_\_

iii) The B-BBEE status level of the sub-contractor \_\_\_\_\_

## 8. **BIDDERS DECLARATION FOR CONFORMING TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:**

NO.	ADVANCE DESIGNATED GROUPS	B-BBEE ACCREDITATION	SIGNATURE
1	an EME or QSE		

## 9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: \_\_\_\_\_

9.2 VAT registration number \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES:**

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

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

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

---

**SIGNATURE(S) OF BIDDER(S)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

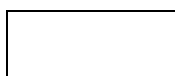
Witness 2

**NB – BIDDERS MUST TAKE NOTE THAT ERWAT ONLY ACCEPTS THE FOLLOWING FORMATS OF SWORN AFFIDAVIT FOR EME's OR QSE's WHERE YOUR ANNUAL TURNOVER IS LESS THAN R10 MILLION.**

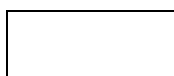
**NO SWORN AFFIDAVITS WILL BE ACCEPTED WHERE A BEE CERTIFICATE HAS BEEN ISSUED TO A BIDDER.**

**WHERE A BEE CERTIFICATE AND SWORN AFFIDAVIT HAS BEEN ATTACHED, THE ORIGINAL OR CERTIFIED BEE CERTIFICATE WILL TAKE PRESENCE AND POINTS WILL BE AWARDED BASED ON THE CERTIFICATE ONLY.**

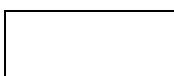
**Please note that that the form is completed only once annually, as the certificate is valid for a period of one year from date of signature of affidavit.**



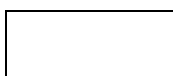
*Contractor*



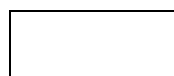
*Witness 1*



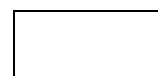
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

**PART A - SWORN AFFIDAVIT: B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

3. I hereby declare under oath that:

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

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

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

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

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

**Commissioner of Oaths Signature & Stamp:** \_\_\_\_\_

**COMMISSIONER OF OATHS STAMP**

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

### PART B - SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (Fifty Million Rands);
  - The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) \_\_\_\_\_ of the DTI Codes of Good Practice.
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%.	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

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

**Commissioner of Oaths Signature & Stamp:** \_\_\_\_\_

**COMMISSIONER OF OATHS STAMP**

--

*Contractor*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*



## MBD 6.2

## **LOCAL PRODUCTION: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x = is the imported content in Rand; y = is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

### **2. Definitions**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

The stipulated minimum threshold percentage for local production and content for this project is:

≈ <b>Electrical/Telecom Cables:</b>	<b><u>90%</u></b>
≈ <b>Plumbing Pipes and Valves:</b>	<b><u>70%</u></b>
≈ <b>Office Furniture:</b>	<b><u>85%</u></b>

**Please refer to Annexure attached hereto for full details.**

**4. Does any portion of the services, works or goods offered have any imported content?**

*(Tick applicable box)*

YES		NO	
-----	--	----	--

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

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

**5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?**

*(Tick applicable box)*

YES		NO	
-----	--	----	--

**5.1. If yes, provide the following particulars:**

(a) Full name of auditor: \_\_\_\_\_

(b) Practice number: \_\_\_\_\_

(c) Telephone and cell number: \_\_\_\_\_

(d) Email address: \_\_\_\_\_

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

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

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

**IN RESPECT OF BID NO. ERW202109/TNDR-024**

**ISSUED BY: ERWAT**

NB

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

I, the undersigned \_\_\_\_\_ (full names),

do hereby declare, in my capacity as \_\_\_\_\_

of \_\_\_\_\_ (name of bidder entity), the following:

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

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

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

Local content %, as calculated in terms of SATS 1286:2011	
---	--

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

EXAMPLE

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:USD    EU    GBP

(C7) Specified local content %80%

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
									R 0	R 0	R 0
									R 0	R 0	R 0
									R 0	R 0	R 0
									R 0	R 0	R 0
									R 0	R 0	R 0
									R 0	R 0	R 0
									R 0	R 0	R 0
									R 0	R 0	R 0
(C20) Total tender value								R 0			
(C21) Total Exempt imported content										R 0	
(C22) Total Tender value net of exempt imported content										R 0	
(C23) Total Imported content										R 0	
(C24) Total local content										R 0	
(C25) Average local content % of tender										#DIV/0!	

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXAMPLE											SATS 1286.2011	
<b>Annex D</b>												
<b>Imported Content Declaration - Supporting Schedule to Annex C</b>												
(D1)	Tender No.										Note: VAT to be excluded from all calculations	
(D2)	Tender description:											
(D3)	Designated Products:											
(D4)	Tender Authority:											
(D5)	Tendering Entity name:											
(D6)	Tender Exchange Rate:		USD		EU		GBP					
<b>A. Exempted imported content</b>					<b>Calculation of imported content</b>					<b>Summary</b>		
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	
(D19) Total exempt imported value										R 0		
										This total must correspond with Annex C - C 21		
<b>B. Imported directly by the Tenderer</b>					<b>Calculation of imported content</b>					<b>Summary</b>		
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value	
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
(D32) Total imported value by tenderer										R 0		
<b>C. Imported by a 3rd party and supplied to the Tenderer</b>					<b>Calculation of imported content</b>					<b>Summary</b>		
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
(D45) Total imported value by 3rd party										R 0		
<b>D. Other foreign currency payments</b>				<b>Calculation of foreign currency payments</b>							<b>Summary of payments</b>	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange						Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)						(D51)		
										R 0		
										R 0		
										R 0		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party										R 0		
Signature of tenderer from Annex B												
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above										R 0		
Date:										This total must correspond with Annex C - C 23		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Date:

Witness 2

**Witness 2**

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

### **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME \_\_\_\_\_)  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF BIDDER**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

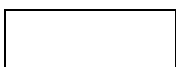
*Witness 1*

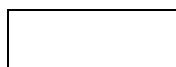
*Witness 2*

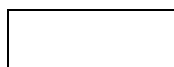
**MBD 9**

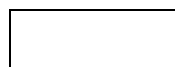
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

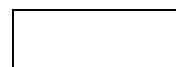
1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in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

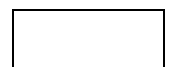
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**DESCRIPTION:    BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING**

**PROJECT NO: ERW202109/TNDR-024**

in response to the invitation for the bid made by:

**EKURHULENI WATER COMPANY (ERWAT)**  
(Name of Municipality/Entity)

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

I certify, on behalf of \_\_\_\_\_ (Name of Bidder) that:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM A**

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

**Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:**

**( TO BE COMPLETED BY THE LANDLORD)**

Name of the Landlord:

Property Physical Address:

Please tick below	Yes	No
Rental:                      in arrears for more than 3 months		
Municipal services:    in arrears for more than 3 months		

Landlord Signature:

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

**Landlord's business stamp here (where applicable)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM B**

**CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED  
SUPPLIER DATABASE**

CONFIRMATION OF CSD VENDOR INFORAMTION		
1	VENDOR NAME	
2	CSD APPROVED NUMBER	M_____
3	COMPANY REG NUMBER	
4	COMPANY TAX NUMBER	
5	COMPANY VAT NUMBER	
6	COMPANY BEE LEVEL	
7	CONTACT PERSON	
8	OFFICE TEL. NUMBER	
9	OFFICE FAX NUMBER	
10	E-MAIL ADDRESS	
11	CELL NUMBER	

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ being  
the

authorized signatory, hereby declare that the above information is true and correct.

\_\_\_\_\_  
**AUTHORISED SIGNATORY DESIGNATION**

\_\_\_\_\_  
**NAME AND SURNAME**

\_\_\_\_\_  
**RESOLUTION DATE: AUTHORISED SIGNATORY APPOINTMENT**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM C**

**AUTHORITY OF SIGNATORY TO SIGN BIDS**

The bid shall be signed by a person duly authorised thereto and the following is applicable:

**Company:** A resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

**Close Corporation:** A resolution by its members authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

**Partnership:** All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorization shall be included in the bid.

**Joint Venture:** Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

**One Man Concern:** This shall be clearly stated and all documents shall be signed accordingly.

Details of person responsible for Bid Document process:

Name : \_\_\_\_\_

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS

"By resolution of the board of directors passed on *(date)* \_\_\_\_\_

Prof./Dr/Mr/Ms \_\_\_\_\_

has been duly authorized to sign all documents in connection with the Bid Document for Contract Number \_\_\_\_\_ and any Contract which may arise there from on behalf of

\_\_\_\_\_  
(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY \_\_\_\_\_

IN HIS CAPACITY AS \_\_\_\_\_

DATE \_\_\_\_\_

FULL NAMES OF SIGNATORY \_\_\_\_\_

AS WITNESSES:     1.     \_\_\_\_\_  
                             2.     \_\_\_\_\_

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**PRO-FORMA FOR JOINT VENTURES:**  
**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: .....  Name: .....  Designation: .....
		Signature: .....  Name: .....  Designation: .....
		Signature: .....  Name: .....  Designation: .....
		Signature: .....  Name: .....  Designation: .....

**N.B.: THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM D**

**FINANCIAL REFERENCES/DETAILS OF BIDDERS BANKING INFORMATION**

**Notes to Bidder:**

1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>											
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)											
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)											
<b>ACCOUNT NO:</b>											
<b>ADDRESS OF BANK:</b>											
<b>CONTACT PERSON:</b>											
<b>TEL. NO. OF BANK / CONTACT:</b>											
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 40%;"></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

**Signature on behalf of Bidder**

**N.B.: ORIGINAL LETTER FROM BANK OR BANK STATEMENT (NOT OLDER THAN THREE MONTHS) SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

FORM E

RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this BID DOCUMENT offer, amending the BID DOCUMENT documents, have been taken into account in this BID DOCUMENT offer:

	Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on \_\_\_\_\_ 20 \_\_\_\_\_,  
Mr//Ms\_\_\_\_\_ whose signature appears below, has been duly authorised to  
sign the AGREEMENT IN TERMS OF THE  
  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

**SIGNED ON BEHALF OF THE COMPANY :** \_\_\_\_\_

**IN HIS/HER CAPACITY AS :** \_\_\_\_\_

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

**SIGNATURE OF SIGNATORY :** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_ **WITNESS:** \_\_\_\_\_

**NAME (in capitals):**\_\_\_\_\_ **NAME:** \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT /PLAN

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM H

CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I

CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROGRAMME OF WORKS

Work Plan: (Detailed Programme of works and Project associated cash flow)

Note: For programme and cash flow:  
Five (No5) components must be stated in writing/or be visible on a programme and cash flow spreadsheet;

- (1) Milestones,
- (2) Critical Path
- (3) Resource allocation
- (4) Task dependency map
- (5) Monthly project cash flow, (cash flow must be in-line with the project cost and programme of works).



FORM K

EXPERTISE OF THE KEY PERSONNEL

1. **Personnel / Individual adequacy:** Portfolio of evidence (CV) should be provided. Indicating similar projects / jobs by Team leader, middle manager and supervisors.
2. **Qualifications;** Portfolio of evidence should be provided for the key staff with supporting Qualifications and detailed organogram

The tenderer shall state below what project personnel will be available for this contract.

Position on this contract	Name	Qualifications	No. of relevant experience

Position on this contract	Name	Qualifications	No. of relevant experience

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF BIDDER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L

PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN TERMS OF THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF WORKS

INCLUDE STANDARDS SECTION

- 1. CIDB GRADING CIDB 4GB or Higher

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

FORM M

LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N

COPY OF COMPANY REGISTRATION DOCUMENTS

1. FOR CLOSED CORPORATIONS

CK1 or CK2 or CK9 as applicable (Founding Statement).

2. FOR COMPANIES:

- A letter from the auditors confirming shareholding percentages or
- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- The shareholders' register.

3. FOR JOINT VENTURE AGREEMENTS

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in (1) or (2) and (6) of each Joint Venture member.

4. FOR PARTNERSHIP

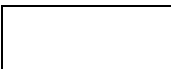
- Certified Copies of the ID's of the partners

5. ONE-PERSON BUSINESS / SOLE TRADER/SOLE PROPRIETOR

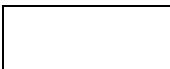
- Certified Copy of ID

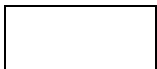
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT FOR A CONTRACT BELOW R 30 MILLION

Regulation 4 of the Preferential Procurement Policy Act, 2000 (Act 5 of 2000) – Preferential Procurement Regulations, 2017 provides the following:

1. Pre-qualification criteria for preferential procurement:
- “4. (1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

(a) ~~a tenderer having a stipulated minimum B-BBEE status level of contributor; (Not Applicable)~~

(b) an EME or QSE;

(c) ~~a tenderer subcontracting a minimum of 30% to-~~ (Not Applicable)

~~(i) an EME or QSE which is at least 51% owned by black people;~~

~~(ii) an EME or QSE which is at least 51% owned by black people who are youth;~~

~~(iii) an EME or QSE which is at least 51% owned by black people who are women;~~

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.”

2. Bidders attention is drawn to the definitions applicable to this section as set out in the MBD 6.1 form.

3. Bidders declaration of class of enterprise to conform the following designated groups:
- | NO. | ADVANCE DESIGNATED GROUPS | BBBEE STATUS | SIGNATURE |
|-----|---------------------------|--------------|-----------|
| 1   | an EME or QSE             |              |           |
- Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. LIST OF NATIONAL TREASURY ACCREDITED SUPPLIERS:

A list of all suppliers registered on a database approved by the National Treasury is available from National Treasury’s Centralised Supplier Database at: [www.csd.org.za](http://www.csd.org.za).

Kindly contact the Supply Chain Unit should you require any assistance relating to the extraction of the data.

5. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the advanced designated groups claimed, based on the B-BBEE status level of contribution indicated above 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. In the event of a contract being awarded as a result of advanced designated groups claimed as shown in paragraph 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iii. If the B-BBEE status level of the advanced designated groups 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. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

e. forward the matter for criminal prosecution.

WITNESSES:

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

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

SIGNATURE(S) OF BIDDER(S)

\_\_\_\_\_  
SIGNATURE ON BEHALF OF BIDDER

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

FORM R

COMPANY EXPERIENCE

Provide signed reference letters or completion certificates of completed projects in relations to construction of buildings or building refurbishment works:

Only signed completion certificates and/or reference letters per project (on the letterheads of the previous client/ employer and furnished with project description)

Note to tenderer:

The tenderer shall enter in the spaces provided below a complete list of the last ten similar contracts awarded to him.

Employer (Name, Tel No. & Fax No.)	Nature of Work	Value of Work	Year Completed

ContractorWitness 1Witness 2EmployerWitness 1Witness 2



Employer (Name, Tel No. & Fax No.)	Nature of Work	Value of Work	Year Completed

\_\_\_\_\_  
 SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S

TECHNICAL IMPLEMENTATION

1. Technical Implementation and Work Methodology: Provide clear method statement / proposal on approaching the job. Technicality of work to be in line with the scope and the BOQ. etc.
2. Quality Plan: Provide a detailed plan covering the aspects of the scope of work

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

FORM T

SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme for the consulting services in the table below.

Month	Value	Month	Value

SIGNATURE ON BEHALF OF BIDDER

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

FORM U

LIST OF COMPANY OWNED PLANT AND ASSURANCE LETTER TO HIRE

LIST OF PLANT	QUANTITY

\_\_\_\_\_  
SIGNATURE ON BEHALF OF BIDDER

ContractorWitness 1Witness 2EmployerWitness 1Witness 2



PROJECT NO: ERW202109/TNDR-024

BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

C. AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- MBD 7.1 Contract Forms: Works
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety
- C1.5 Corporate Governance Breach Clause

Part C2: Pricing Data

- C2.1 Pricing Instructions

Part C3: Scope of Work

- C3.1 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5: Drawings and other Information provided by the Employer

- C5 Drawings (To be circulated as a soft copy)

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT  
OLD LABORATORY BUILDING**

C1    AGREEMENTS AND CONTRACT DATA

**Part C1: Agreements and Contract Data**

- C1.1            Form of Offer and Acceptance
- MBD 7.1       Contract Forms: Works
- C1.2            Contract Data
- C1.3            Form of Guarantee
- C1.4            Occupational Health and Safety
- C1.5            Corporate Governance Breach Clause

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter in contract in respect of the following works: **"PROJECT NO: ERW202109/TNDR-024 and CONTRACT DESCRIPTION: BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING "**.

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

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

**THE OFFERED TOTAL FOR ALL THE WORKS (THE PRICES INCLUSIVE OF VALUE ADDED TAX) IS:**

.....  
 .....  
 ..... Rand (in words); R ..... (in figures).

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

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
 (Name and address of organisation)

Name & Signature

Of Witness .....  
 Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

- The terms of the contract are contained in:
- Agreements and Contract Data (which includes this Agreement)
  - Pricing Data
  - Scope of Work
  - Site information

And drawings and documents or parts thereof, which may be incorporated by reference into above stated terms.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------



SCHEDULE OF DEVIATIONS

Notes:

1.

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2.

A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such agreement shall be recorded here.
3.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4.

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

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

4 Subject .....

Details .....

.....

5 Subject .....

Details .....

.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FOR THE BIDDER:**

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

**FOR THE EMPLOYER**

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## CONTRACT FORM: PURCHASE OF GOODS/WORKS

**MBD7.1**

**THIS FORM MUST BE FILLED 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 WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)\_\_\_\_\_ in accordance with the requirements and specifications stipulated in bid number **ERW202109/TNDR-024** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

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

**CAPACITY** \_\_\_\_\_

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

**NAME OF FIRM** \_\_\_\_\_

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

#### WITNESSES

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD7.1

**CONTRACT FORM: PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)**

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_ accept your bid under reference number:

**ERW202109/TNDR-024** dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
	<i>Kindly refer to the pricing schedule/BOQ</i>				

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

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

**CAPACITY** \_\_\_\_\_

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

**NAME OF FIRM** \_\_\_\_\_

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

**WITNESSES**

1) \_\_\_\_\_

2) \_\_\_\_\_

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## 1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the Joint Building Contracts Committee (JBCC) Principal Building Agreement (Edition: 6.2, Year Published: MAY 2018) prepared by the Joint Building Contracts Committee.

Documents can be ordered from Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

It is agreed that the only variations from the JBCC are those set out hereafter under "Special Conditions of Contract".

### AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

#### DATA PROVIDED BY THE EMPLOYER

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

A - TENDER INFORMATION

A1Project Name

BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

A2Works Description

GENERAL BUILDING WORKS WITH SPECIALISED SERVICES INCLUDING ALL SUPPORTING EXTERNAL WORKS

A3Site Description

Erf No/TownshipR25 Bapsfontein Road, Kempton Park

Local AuthorityCity of Ekurhuleni CoE: Municipality

A4CONTRACTING AND OTHER PARTIES

[1.1]Employer: Ekurhuleni Water Care Company

Postal address:

Practice Registration Number:

13106

VAT No.:

Norkem Park

Contact Person:

1631

Email:

Tel: (011) 9797000

Fax: (011) 979 7031/2

1992/00573/08

4890263181

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[2.4]	Registered street address: <b>Hartebeestfontein Office Park</b> <b>R25 Bapsfontein Road</b> <b>Norkem Park</b>
A5 – A9	<b>PRINCIPAL AGENT</b>
[6.1]	Principal Agent <hr/> Agent's Service: <b>Consultant</b> <hr/> Tel: (+27)_____, Fax: (+27)_____
A6 – A13	<b>AGENTS 1 – 4</b>
[6.2]	Agent(1) <hr/> Agent's Service: <b>Civil , Fire &amp; Structural Engineer</b> <hr/> Tel: (+27)_____, Fax: (+27)_____
[6.2]	AGENT(2) <hr/> Agent's Service: <b>Quantity Surveying</b> <hr/> Tel: (+27)_____, Fax: (+27)_____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[6.2]	<p><b>Agent(3)</b></p> <p>_____</p> <p>Agent's Service: <b>Mechanical Engineers</b></p> <p>_____ ,</p> <p><b>Tel: (+27)</b>_____, <b>Fax: (+27)</b>_____</p>
[6.2]	<p><b>Agent(4)</b></p> <p>_____</p> <p>_____</p> <p>Agent's Service: _____</p> <p>Address: _____ ,</p> <p><b>Tel: (+27)</b>_____, <b>Fax: (+27)</b>_____</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B – CONTRACT DATA**

	Clause references apply to the JBCC Principal Building Agreement Edition 6.1 (PBA) published March 2014. Only clauses in the PBA requiring the provisions of information, indicated as [CD], are quoted below.
<b>2.0</b> [2.1] [25.15]	<b>Law, regulations and notices:</b> The law applicable to this agreement: <span style="border: 1px solid black; padding: 2px;">South Africa</span>

5.0	Contract documents:		
[5.1]	Signed contract documents held by the principal agent, or:		Employer
[5.5]	Number of copies of documents issued free to the contractor:		3 (Three) <i>Number of copies</i>
Priced document			
Lump sum priced document:		<div>No      Yes or No</div>	Priced Bill of Quantities: <div>Yes</div>
System method of measurement		Standard System of Measuring Builders Work (6th Edition)	
Contract Documents comprising:			
Description		Marked	Notes
JBCC Principal Building Agreement - Ed 6.1 (March 2014)		A	
JBCC PBA Contract Data - Ed 6.1 (March 2014)		B	
[Any documents that form part of Contract Document]		C	
Note: If insufficient space, please see annexure:			

6.0	Employer's agents				
[6.3]	Description of interest of agents in the project other than professional services, if applicable:			N/A	
10.0	Insurances				
OR	By the employer in the joint names of the parties, yes/no? Contract Works Insurance (CWI) (including materials and goods, temporary works) Public Liability Insurance (each and every claim OR unlimited / value) Supplementary Insurance (incl. CWI extensions) Removal of Lateral Support Other:	Obligation	Currency	Insured amount	
		No			
				not applicable	
				not applicable	
				not applicable	
				not applicable	
			By the contractor in the joint names of the parties, yes/no? Contract Works Insurance (CWI) (including materials and goods, temporary works) Public Liability Insurance (each and every claim OR unlimited for the period) Supplementary Insurance (incl CWI extensions) Other:	Yes	
	Contractor	ZAR			120% of Contract Sum
	Contractor	ZAR			5 Million
	Contractor				
	Contractor				
	Contractor				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>11.0</b>	<b>Security</b>		
[11.1.1 to 5]	The contractor shall provide a Guarantee for Construction to the employer>D11.2-3	Yes/No	<b>Yes</b>
<b>12.0</b>	<b>Duties of parties</b>		
[9.2.7]	Alterations and additions to existing premises?		
		No	
[12.1.2]	Premises occupied - yes/no? Identify area?		
		No	
[12.1.3]	Relevant natural features to be retained / relocated / removed		
		N/A	
[12.1.4]	Areas the contractor may not occupy?		
		N/A	
[12.1.5]	Utilities connection – location		
		Existing to be pointed out on site	
[12.1.6]	Statutory and/or other notices to be complied with by the contractor before possession of site can be given		
		Construction Permit issued by DoL	
[12.1.7]	Possession of the site - intended date		
		To be determined	
	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (2.1; 12.2.2-3; 12.2.5-6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.		
[12.1.12]	Description of free issue by employer (attach separate page for multiple items)		
		N/A	

<b>14.0</b>	<b>Nominated subcontractors</b>			
[14.1.4]	Specialization:	N/A		
	Note: If insufficient space, please see annexure:			
<b>16.0</b>	<b>Direct subcontractors</b>			
	Employer to define extent of work by a direct contractor [12.1.2]			
[16.1]	Specialisation:	N/A		
[16.1]	Specialisation:	N/A		
	Note: If insufficient space, please see annexure:			
<b>19.0 / 20.0 / 24.0</b>	<b>Practical completion / penalty for late completion</b>			
	The Practical Completion date is:	TBC (time measured from the Commencement date.)		
		Inspection days	Date for practical completion	Penalty currency
		8	TBC	ZAR
	Practical Completion of the <b>works</b> as a whole:			
OR	(only 1 option can apply)			
[19/20/24]	Practical Completion of the <b>works</b> in sections: 1	N/A	N/A	ZAR
[19/20/24]	Practical Completion of the <b>works</b> in sections: 2	N/A	N/A	ZAR
[21.1]	The defects liability period is: (Shall commence on the calendar day following the date for Practical completion and end at midnight, of the period indicated below, from the date of Practical Completion.)	12 Months for Electrical, Mechanical, Industrial and Civil works  120 Calendar Days for Building Works		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[22]	<b><u>Latent Defect Period</u></b> The latent defect period is: 5 years after the Final Completion certificate. (clause 22)	
[12.2.2 to 12.2.6]  [12.2]  [2.1]  [12.2.6]  [12.2.3]  [12.2.5]	<b><u>Documentation required before Commencement of the Works</u></b> The time to submit the documentation required before commencement with Works execution is: <b>30 calendar days</b> The documentation required before commencement with the Works execution are; Health and Safety Plan Initial Programme Guarantee Insurance Cash flow by contractor	
	The Contractor shall deliver his Health and Safety Plan of the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.	
	The Contractor shall deliver his programme of work within 15 working days after notice from the Principal Agent, after to the Commencement Date.	
	The Contractor shall deliver his chosen Guarantee (security) for this Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.	
	The Contractor shall deliver his insurance for the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.	
	The Contractor shall deliver his cash flow projections for the Works within 30 calendar days after the Commencement Date.	
[12.2.2]	Priced Bill of Quantity  Other requirements  Other requirements	
	The Contractor shall deliver his Balanced Priced Bill of Quantities within 30 calendar days after Notice of Intent the Employer to enter into Contract.	
	Note: If insufficient space, please see annexure: N/A	
19.0	<b><u>Practical Completion</u></b>	
[19.1.1]	Items that do not have to be complete to achieve practical completion Landscaping	
	Note: If insufficient space, please see annexure: N/A	
[19.1.1]	Criteria to achieve practical completion (the BOQ may contain a more detailed description) Per specification	
	Note: If insufficient space, please see annexure: N/A	

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

25.0	Payment		
[25.0]	Currency:	ZAR	South African Rand
[25.2]	Issue of regular payment certificates on	25th	day of the month
[25.3.2]	Materials and goods off site - paid subject to	Guarantee for Advance Payment provided?	
[25.3.4]		N/A	
	Contract price adjustment provisions	JBCC CPA Indices Application Manual	
[[26.9.5]	Base Month (If Applicable)		
	Alternative Indices:	Not Applicable	
	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the P0151 indices published by Statistics South Africa as set out in the Contract Price Adjustment Provisions (CPAP) Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</p> <p>1 Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.</p> <p>2 All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.</p> <p>3 Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.</p> <p>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.</p>		
	Note: If insufficient space, please see annexure:		N/A
30.0	Dispute Resolution		
[30.6.1]	Alternative Dispute Resolution nominating body	Association of Arbitrators (South Africa)	

[1.1]	<b>Changes made to JBCC documentation</b> <b>The following definitions have been amended or added to this agreement.</b>		
	<p>ADVERSE WEATHER CONDITIONS - in clause 23.1.1 means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (<a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a>) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p>		
	<p>COMMENCEMENT DATE – means the date of possession of the site by the contractor (site handover) which shall not occur before the Bidder have fully complied with submitting documents required in terms of clause 12.2.2 to 12.2.6 and when the Bidder can receive one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p>		
	<p>The Agreement comes into effect on the date when; The tenderer receives one fully completed original copy of this document, including the Changes made to JBCC documentation (if any)</p> <p>The agreement ("this document") consists of;</p> <ol style="list-style-type: none"> <li>1. Agreement and Conditions of Contract.</li> <li>2. Form of Offer and Acceptance including the Changes made to JBCC documentation.</li> <li>3. Contract Data.</li> <li>4. Scope of Works.</li> <li>5. Site Information.</li> <li>6. Drawings &amp; documents referred to in the 1 to 5 above.</li> </ol>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(See Form of Offer and Acceptance)
CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
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 the 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.
INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular: a) in respect of interest owed by the Employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and b) in respect of interest owed to the Employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply.
PREFERRED PARTY - means a responsive Bidder, who scored the most preferential points and receives notification from the employer to provide the documentation as stated in the contract data, within the period stated in the contract data, prior to the site hand over and commencement of the project.
PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the contract data. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the Employer as named in the contract data.
Clause 6.1 should be amended to include the following addition to the first sentence "except in clauses 23.7 and 23.8; 26.7 and 26.12 in terms of which the Employer has retained its authority and has not given a mandate to the principal agent and in terms of which the Employer shall make all decisions and sign all documents."
Clause 10.2 and 10.10 - Replace the word "employer" with the word "contractor".
Delete clause 11.4.1 and 11.4.2
Delete clause 11.5
Delete clause 11.10
Delete clause 12.1
Add to clause 12.2.13 "The contractor shall supply, at his own cost, and keep an original of the JBCC Principal Building Agreement (Edition 6.1) and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times."
Amend clause 21.6 as follows "The 90 calendar days are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work." - see Practical completion / penalty for late completion above for periods.
Delete clause 25.12.3
Add the following clauses to clause 27.2; i) clause 27.2.11 - "the contractor's failure or neglect to commence with the works on the dates prescribed in the contract." ii) clause 27.2.12 - "the contractor's failure or neglect to proceed with the works in terms of the contract." iii) clause 27.2.13 - "the contractor's failure or neglect for any reason to complete the works in accordance with the contract."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	iv) clause 27.2.14 - "the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract." v) clause 27.2.15 - "the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa."
	Delete clause 28.1.1
	Delete clauses 29.14.1
	Delete clause 29.17.6
	Delete clause 29.24
	Clause 21.1 and 21.6 - The "90 calendar days" are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work.

**C - BID CLOSING**

	Bid closing: <input type="text"/> date      Bid closing: time <input type="text" value="12:00"/> time  Bid closing place: <b>ERWAT Hartebeestfontein Office Park Head Office (Norkem Park) R25 Bapsfontein/Bronkhorstspuit Norkem Park 1631</b>  Submission address  Email address <b>N/A</b> Delivered in electronic format? <input type="text" value="No"/> yes / no      Alternative offer considered? <input type="text" value="no"/> yes / no  <div style="text-align: right;">Only if original bid submitted <input type="text" value="no"/> yes / no</div>
--	--

**D - BIDDER'S SELECTION (To be completed by the bidder)**

<b>11.0</b>	<b>Securities</b>
	<i>Obligation</i>
[11.1.2]	Guarantee for Construction (variable)      If specified, contractor's choice <input type="text"/> yes / no
[11.1.3]	or Guarantee for Construction (fixed)      If specified, contractor's choice <input type="text"/> yes / no
	Or
	i) cash deposit of 10 % of the Contract Price <input type="text"/> yes / no
	ii) bank or insurance Performance Guarantee of 10 % of the Contract Price <input type="text"/> yes / no
	iii) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) <input type="text"/> yes / no
	iv) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) <input type="text"/> yes / no
	v) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) <input type="text"/> yes / no
	<b>Note:</b> The Contractor to ensure that the guarantee is valid at all times, in terms of the Agreement with the Employer
[11.1.4]	Guarantee for Advance Payment      Provided by contractor <input type="text" value="n/a"/> yes / no (where the contractor requests the employer to pay an advance for materials and goods)
	Purpose <input type="text"/> <input type="text"/> Currency <input type="text"/> Amount

  
 Contractor

  
 Witness 1

  
 Witness 2

  
 Employer

  
 Witness 1

  
 Witness 2

[11.4]	Guarantee for Payment	Provided by the employer	<input type="checkbox"/> no	yes / no
		<input type="checkbox"/> n/a	Currency	<input type="checkbox"/> n/a Amount
19.0	<b>Contractor's holiday periods during the construction period?</b>			
	Contractor's annual holiday period - year 1	from	<input type="text" value="TBC"/>	until <input type="text" value="TBC"/>
	Contractor's 'other' holiday period - year 1	from	<input type="text" value="TBC"/>	until <input type="text" value="TBC"/>
	Contractor's annual holiday period - year 2	from	<input type="text" value="TBC"/>	until <input type="text" value="TBC"/>
	Contractor's 'other' holiday period - year 2	from	<input type="text" value="TBC"/>	until <input type="text" value="TBC"/>
	Contractor's annual holiday period - year 3	from	<input type="text" value="TBC"/>	until <input type="text" value="TBC"/>
	Contractor's 'other' holiday period - year 3	from	<input type="text" value="TBC"/>	until <input type="text" value="TBC"/>
	<i>Note: If insufficient space, please see annexure:</i>			
26.0	<b>Payment / Adjustment of Preliminaries</b>			
Option A	<b>Payment of Preliminaries</b> 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 <i>Or</i>			<input type="text"/> yes / no
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 / a monthly charge / and a final dis-establishment charge  Where the Contractor does not indicate option 'A' or option 'B' - option 'A' shall apply			<input type="text"/> yes / no

**Adjustment of Preliminaries [26.9.4]**

Option A	<p>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:-</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied.</li> <li>- An amount varied in proportion to the contract value as compared to the Contract Sum.</li> <li>- 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.</li> </ul> <p>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</p> <p>If the Contractor and the Principal Agent cannot agree, within 10 Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <p>10% of the amount shall not be varied</p> <p>15% varied in proportion of the Contract Value to the Contract Sum <input type="text"/> yes / no</p> <p>75% varied in proportion to the revised Construction Period compared with the initial Construction Period.</p> <p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the</p>
----------	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.  or		
<b>Option B</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 <input type="checkbox"/> yes / no 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.  Where the Contractor does not indicate option 'A' or option 'B' - option 'A' shall apply  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 <b>One Hundred and Twenty (120)</b> 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 Sub Contractor shall be binding on the parties and be capable of acceptance by such Sub Contractor at any time. 5. Annexures marked as;		
	A		
	B		
	C		
<b>TENDER SUM COMPILATION</b>			
	Tenderer's work excluding tax	<div style="border: 1px solid black; padding: 2px;">Currency</div> <div style="border: 1px solid black; padding: 2px;">ZAR</div>	Amount <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
	Tax 15% at percentage	<div style="border: 1px solid black; padding: 2px;">15%</div> <div style="border: 1px solid black; padding: 2px;">ZAR</div>	Amount <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
	Total TENDER SUM inclusive of tax	<div style="border: 1px solid black; padding: 2px;">ZAR</div>	Amount <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
	<div style="border: 1px solid black; width: 650px; height: 20px; margin-bottom: 5px;"></div> Tender sum in words		
	Waiver of the Contractors lien or right of continuing possession is required.		<div style="border: 1px solid black; padding: 2px;">Yes</div>
<b>SPECIAL CONDITIONS OF CONTRACT</b>			
	Duties and functions of the <b>Principal Agent</b> requiring the specific approval of the <b>Employer</b> BEFORE execution of any part of these duties are as follows:  a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the <b>Principal Agent</b> , together with the <b>Principal Agent's</b> recommendations, to the <b>Employer</b> for determination. (see clauses 23.7 and 23.8).  b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the <b>Contractor</b> UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the <b>Employer</b> .		

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2



c) Insurance policies to be approved by the **Employer** within 21 days of the date of the **Commencement of the Works**.

d) Any notice of disagreement raised by the **Contractor** or written Dispute Notice given by the **Contractor** to the **Principal Agent** shall be submitted by the **Principal Agent**, together with the **Principal Agent's** recommendations, to the **Employer** for determination.

e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the **Principal Agent**, to the **Employer** for final approval and signature. The certificates shall not be considered as officially issued until signed by the **Employer**.

#### MANAGING PROJECT DURATION

a) The Contractor shall co-ordinate his program with all other contractors whose work may precede or be executed simultaneously to his own.

The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the Sub Contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the program to the satisfaction of the Principal Agent against this item.

b) Activity-and total float shall belong to the Employer.

c) The Contractor shall deliver his program of work within 15 working days after notice from the Principal Agent, prior to the Commencement Date.(CI 12.2.6)

It is a condition of this contact that, the Contractor submit to the Principal Agent a detailed CPM Programme which shall be to the approval of the Principal Agent. In this regard tenderers are advised to consult with the Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Principal Agent. Failure to submit the programme within the stipulated time may result in the Contractor being held in breach of contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with adverse weather conditions and claiming for delays in performance in this bill.

Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

#### **MATERIALS PROCUREMENT**

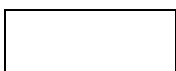
- a) Samples of ALL materials and finishes to be used for construction should be submitted to the Principal Agent for approval within the 4 weeks of Site Handover/Commencement Date.
- b) All finishes/materials priced for and used for this project should be based on a SAPOA Grade A Office Building

#### **SKILLS DEVELOPMENT AND TRAINING**

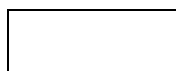
- a) Skills development for skilled- and semi-skilled labour shall be undertaken in terms of this contract.
- b) The responsibility for locating training facilities and formulating training schedule lies with the Contractor including practical training on site.
- c) Only approved and certified training programmes will be accepted.

#### **ADVERSE WEATHER CONDITIONS AND CLAIMS FOR DELAYS IN PERFORMANCE**

- a) The Contract Sum includes a monthly allowance of 3 working days for adverse weather conditions during which rainfall exceeds 10mm per day for the months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.
- b) Claims for delays in performance due to adverse weather conditions shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:
  - i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
  - ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified, in terms of clause 23.4.2 of the JBCC PBA Ed 6.1, when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.
    - 1 The stoppage claimed must cause a delay in the practical completion of work. If the critical activities can proceed and a non-critical activity is delayed due to adverse weather conditions no claims for delay shall be granted.
    - 2 No claims for stoppages less than 2(two) hours per day shall be considered.
    - 3 Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
    - 4 All claims shall be submitted in writing to the principal agent in terms of clause 23.5 of the JBCC PBA Ed 6.1.
    - 5 The total delay in performance granted to the Contractor expressed in days shall be added to the contractual completion date of each section of the works. The contractual penalty clause shall only come into effect after this newly arrived date.
    - 6 Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of working days. The total hours (including lunch) per working day shall be 10 unless



Contractor



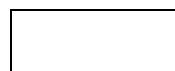
Witness 1



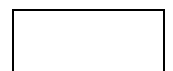
Witness 2



Employer



Witness 1



Witness 2

otherwise indicated on the Contractor's programme

- 7 Where the programmed delays for adverse weather conditions exceed the actual delays incurred the completion date(s) will not be adjusted.
- 8 Where the project includes builder' holidays the programmed durations for adverse weather conditions shall be adjusted pro-rate to the actual working days
- 9 The total of all monthly delays due to adverse weather conditions shall be calculated in accordance with the example given below:

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
		Hours	Hours	Hours	Hours	Hours	Hours
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-16
8 hrs/day*		Estimated Extension of time - in Working Days					2

**See point 5.2 in the Scope of Works for the specific days the bidder must allow for in this contract.**

## 2: DATA PROVIDED BY THE CONTRACTOR

Sub- Clause	Data
1.1.17	<p>The Contractor is:</p> <p>Name: .....</p> <p>The Address of the Contractor is:</p> <p>Address (physical): .....</p> <p>.....</p> <p>.....</p> <p>Address (postal): .....</p> <p>.....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p>
1.1.22	Contractors Representative

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<div>Name: .....</div> <div>Telephone: .....</div> <div>Facsimile: .....</div> <div>E-mail: .....</div>
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.3 FORM OF GUARANTEE**

**FORM OF GUARANTEE**

**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING**

WHEREAS .....  
at .....  
(Hereinafter referred to as "the Employer")

Entered into, on the ..... day of ..... 20 ....., at .....  
a Contract with .....  
at .....  
(Hereinafter referred to as "the Contractor")

for the construction of .....  
.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of surety ship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....  
Has/ have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, ..... hereby  
guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R .....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

IN WITNESS WHEREOF this guarantee has been executed by us at ..... on this  
day of ..... 20 .....

As witnesses:

1. .... Signature
2. .... Signature

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

Address  
.....  
.....  
.....

## C1.4 OCCUPATIONAL HEALTH AND SAFETY

### AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT IS made at .....

On the ..... day of ..... in the year .....

Between EKURHULENI WATER CARE COMPANY (ERWAT) (hereinafter called "the Employer") of the one

Part, herein represented by .....

In his capacity as .....

And delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

And .....

(Hereinafter called "the Mandatory") of the other part, herein represented by .....

In his capacity as .....

And being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz ERWAT OLD LAB OFFICES/ (TOWER BUILDING) REFURBISHMENT WORK; COMPLETION OF THE REMAINING WORKS and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2010 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
  - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of Employers to their employees
    - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
    - (iii) Section 37 : Acts or omissions by employees or mandatories
    - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness, hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

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

Witness ..... Witness .....

(Name) ..... (Name) .....  
(Print) ..... (Print) .....

SIGNED FOR AND ON BEHALF OF THE MANDATORY : .....

Witness ..... Witness .....

(Name) ..... (Name) .....  
(Print) ..... (Print) .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## ANNEXURE A

### **CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on ..... 20.....,

Mr//Ms ..... whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of .....

.....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS : ..... WITNESS : .....

NAME (in capitals): ..... NAME : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## C1.5 CORPORATE GOVERNANCE BREACH CLAUSE

1. Ekurhuleni Water Care Company ("ERWAT") requires [insert name of company] ("the Company") to comply, mutatis mutandis with the Code contained in the King III Report and Code of Good Corporate Governance (below "the Code") for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, mutatis mutandis, comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:
  - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
  - 3.2 ERWAT will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish ERWAT with a written certificate, signed by the directors of the Company [alternatively members of the Close Corporation], certifying that the Company has complied with the provisions of the Code during the preceding months.
5. ERWAT shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of ERWAT and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to ERWAT. In the event of it being found that the Company is not complying with the Code, then ERWAT shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then ERWAT shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.
6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors' obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to ERWAT that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

Initial: \_\_\_\_\_

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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



**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF  
ERWAT OLD LABORATORY BUILDING**

**C2    PRICING DATA**

C2.1   Pricing Instructions:

C2.2   Schedule of Quantities:

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING**

**C2.1 PRICING INSTRUCTIONS**

- 1      These Provisional Bills of Quantities were compiled in accordance with the method and guidance as set out in the sixth edition (as amended) of the Standard System of Measuring Builder's Work and/or any amendments thereof. All measurements and payments will be done in accordance with the principles as laid down in the said Standard System of Measuring Building Work.
  
- 2      The Preambles for Trade as Model Edition September 2008 and the Standard Preamble for Trades will be applicable. Any contradictions to the system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.
  
- 3      The applicable Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
  
- 4      The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.  
  
 Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
  
- 5      Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.
  
- 6      Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
  
- 7      The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

9 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

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

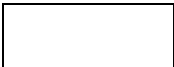
The tendered rates, prices and sums shall, subject only to the provisions of the applicable Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

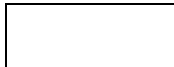
10 The quantities of work as measured and accepted and certified for payment in accordance with the applicable Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

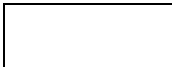
**Ordering of materials** is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

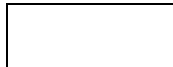
11 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

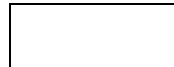
Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer Tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

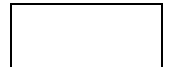
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- 12 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo Newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega Newton
MN-m	=	mega Newton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 11 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
12. Rates tendered for BOQ items are deemed to include for all required tools, equipment, plant, materials, labour and supervision necessary to complete that bill item. Off cuts and wastage are to be included in the tendered rate.
13. Mistakes made by the Tenderer in completion of the BOQ shall not be erased or covered with correcting fluid. A line shall be drawn through the incorrect entry and the correct entry shall be written above the deletion and initialled by the Tenderer. Failure to observe this Condition may lead to the Tender being disqualified.
14. By nature, a Design and Build Contract BOQ will contain a significant amount of sums. In order to facilitate payment during the Design Build period, it is in the Contractors interest to append a detailed Bill of Quantity for each sum detailing what the sum is made up of.
- 15 The actual work shall be re-measurable during construction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 16

Arithmetical errors of responsive tenders will be corrected in the following manner:

  - Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
  - In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
  - 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 in the Bill of Quantities) to achieve the tendered total of the prices.
- 17

Contingency: The award of this bid will be done excluding contingencies.

Note: the contingencies are at ERWAT discretion of ERWAT and will not necessarily be utilised.
- 18

Process of using contingencies: Upon identifying works not covered under the BOQ or other unforeseen circumstances, must be submitted in writing with a detailed quotation of additional works and will only be considered amendment with proper investigation and if turned to be valid, an official order with the relevant required signatures will be issued.

NOTE: No works not covered under the BOQ will be reimbursed if not approved accordingly.
19.

Failure to complete the BoQ in full shall lead to disqualification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT  
OLD LABORATORY BUILDING**

C2.2 SCHEDULE OF QUANTITIES:

Notes:

Where the item/s and material are named braded, bidders are required provide for item/s or material of the same nature. The quantity and quality of item/s or material should be of the same nature in technical composition/s and be equivalent to the product data sheet.

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

**C2.2 SCHEDULE OF QUANTITIES:**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BUILDING AGREEMENT AND PRELIMINARIES	H2			
	The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described				
	The JBCC Principal Building Agreement contract data form an integral part of this agreement				
	The Preliminaries revision 1 (February 2016) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.1 shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described				
	The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause				
	The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only				
	Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"				
	PRICING OF PRELIMINARIES	H2			
	Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION A: PRINCIPAL BUILDING AGREEMENT	H2			
1	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item	1.00		
2	Clause 4.0 - Assignment and cession F:..... V:..... T:.....	Item			
3	Clause 5.0 - Contract documents	CONT			
	F:..... V:..... T:.....	Item			
4	Clause 6.0 - Employer's agents	CONT			
	F:..... V:..... T:.....	Item			
	Insurance and security (A8-A11)	H3			
5	Clause 8.0 - Works risk F:..... V:..... T:.....	Item			
6	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item			
7	Clause 10.0 - Insurances F:..... V:..... T:.....	Item			
8	Clause 11.0 - Security F:..... V:..... T:.....	CONT			
	Execution (A12 - A17)	H3			
9	Clause 12.0 - Duties of the parties F:..... V:..... T:.....	CONT			
	Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18	CONT			
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	Office accommodation. The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site (Meeting room for 12 people) and 1 dedicated habitable consultants office and 4 seater round table, with power, internet. Such offices shall be kept clean and fit for use at all times [12.2.18]	CONT			
	Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor, and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]	CONT			
10	Clause 12.1.5 - The employer to identify access to water, sewer, stormwater and/or electricity connections to the site. Such information will be stated in the contract data. Note that clauses 8.1 and 8.2 of the Preliminaries state that the employer does not warrant that any water or electricity supplies that may exist are adequate for the proper execution of the works. F:..... V:..... T:.....	Item			
11	Clause 12.1.6 - The employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto and shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
12	Clause 13.0 - Setting out - Setting out of the works. The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F:..... V:..... T:.....	Item			
13	Clause 14.0 - Nominated subcontractors	CONT			
	F:..... V:..... T:.....	Item			
14	Clause 15.0 - Selected subcontractors	CONT			
	F:..... V:..... T:.....	Item			
15	Clause 17.0 - Contract instructions Site instructions. Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor	CONT			
	F:..... V:..... T:.....	Item			
	Completion (A18 - A24)	H3			
16	Clause 18.0 - Interim completion F:..... V:..... T:.....	Item			
17	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item			
18	Clause 21.0 - Defects liability period and final completion The Contractor shall attend to defects during the Defects Liability Period on a progressive basis, to the satisfaction of the Principal Agent and will not be permitted to wait until the end of the Defects Liability Period or until the amount of defects accumulates in order to attend to a comprehensive list of defects. F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
19	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item			
20	Clause 23.0 - Revision of date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]	CONT			
	F:..... V:..... T:.....	Item			
21	Clause 24.0 - Penalty for late or non-completion Penalty amount R 6000.00 per calendar day F:..... V:..... T:.....	Item			
	Payment (A25 - A27)	H3			
22	Clause 25.0 - Payment	CONT			
	Materials and goods prematurely on site Materials and goods brought onto the site prematurely shall not be authorised for payment [25.3.2]	CONT			
	Materials and goods stored off site Materials and goods stored off site shall not be authorised for payment [25.3.2]	CONT			
	Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing	CONT			
	F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
23	Clause 26.0 - Adjustment of the contract value and final account	CONT			
	Tenant installations/users requirements delayed There is a possibility that certain works related to tenant installations/users requirements may have to be delayed and may consequently not be executed prior to practical completion	CONT			
	The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission	CONT			
	Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works	CONT			
	Cost of claims: All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6,7] from making a determination on costs	CONT			
	The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]	CONT			
	F:..... V:..... T:.....	Item			
24	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Suspension and termination (A28 - A29)	H3			
25	Clause 28.0 - Suspension by the contractor	CONT			
	F:..... V:..... T:.....	Item			
26	Clause 29.0 - Termination	CONT			
	F:..... V:..... T:.....	Item			
	Dispute resolution (A30)	H3			
27	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item			
28	Contract data	CONT			
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item			
	Payment of preliminaries Where Option B is applicable and the initial construction period is extended the monthly charge shall be recalculated on the same basis as was initially applied but taking into account the revised construction period and the amounts already paid to the contractor [CD26.0]	CONT			
	Adjustment of preliminaries Where the adjustment of preliminaries is in terms of Option A, the construction period and the initial construction period shall be calculated in working days [CD 26.0]	CONT			
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	Where the adjustment of preliminaries is in terms of Option A and sectional completion is required, the contractor shall provide the principal agent with the division of the categorised amounts into sections. Should the contractor fail to provide such information within the period stipulated, the categorised amounts shall be prorated to the value of each section [CD 26.0]	CONT			
	Where the adjustment of preliminaries is required in terms of Option B and sectional completion is required, the contractor shall provide the principal agent with details of the resources required for each section and those that are common to sections. Should the contractor fail to provide such information within the period stipulated, Option A shall apply [CD 26.0]	CONT			
	Payment of preliminaries Where Option B is applicable and the initial construction period is extended the monthly charge shall be recalculated on the same basis as was initially applied but taking into account the revised construction period and the amounts already paid to the contractor [CD26.0] F:..... V:..... T:.....	Item			
	SECTION B: PRELIMINARIES	H2			
	Interpretation (B1)	H3			
29	Clause 1.1 - Definitions F:..... V:..... T:.....	Item			
30	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item			
	Documents (B2)	H3			
31	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item			
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
32	Clause 2.2 - Provisional bills of quantities	CONT			
33	Clause 2.3 - Availability of construction information Budgetary allowances and provisional sums The budgetary allowances and provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period F:..... V:..... T:.....	Item			
34	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item			
	Previous work and adjoining properties (B3)	H3			
35	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item			
36	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item			
37	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item			
	The site (B4)	H3			
38	Clause 4.1 - Defined works area The contractor shall take note that the area of works is within ERWAT Company Precinct and the precinct will be occupied and in full use during the duration of the Works. All care has to be taken to reduce noise, interruptions and disturbance during operating hours. Necessary arrangements to be made for work outside normal working hours. F:..... V:..... T:.....	Item			
39	Clause 4.2 - Handover of site in stages F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
40	Clause 4.3 - Enclosure of the works F:..... V:..... T:.....	Item			
41	Clause 4.4 - Geotechnical investigation F:..... V:..... T:.....	Item			
42	Clause 4.5 - Encroachments F:..... V:..... T:.....	Item			
43	Clause 4.6 - Existing premises occupied F:..... V:..... T:.....	Item			
44	Clause 4.7 - Services - known F:..... V:..... T:.....	Item			
45	Clause 4.8 - Protection of trees and/or relevant natural features F:..... V:..... T:.....	Item			
	Management of contract (B5)	H3			
46	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item			
47	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item			
48	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item			
	Samples, shop drawings and manufacturer's instructions (B6)	H3			
49	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item			
50	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item			
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
51	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item			
52	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item			
	Deposits and fees (B7)	H3			
53	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item			
	Temporary services (B8)	H3			
54	Clause 8.1 - Water F:..... V:..... T:.....	Item			
55	Clause 8.2 - Electricity F:..... V:..... T:.....	Item			
56	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item			
57	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item			
	Prime cost amounts (B9)	H3			
	Clause 9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item			
	Attendance on subcontractors (B10)	H3			
58	Clause 10.1 - General attendance F:..... V:..... T:.....	Item			
	Clause 10.2 - Special attendance: The last three words contained within Clause 10.2 ie ".....in the schedule" shall be deleted and replaced by ".... within the relevant item incorporated in the bills of quantities F:..... V:..... T:.....	Item			

Contractor

Witness 1

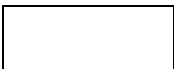
Witness 2

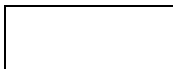
Employer

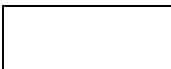
Witness 1

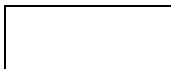
Witness 2

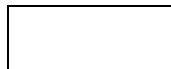
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	General (B11)	H3			
59	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item			
60	Clause 11.2 - Protection/isolation of existing/sectionally occupied works F:..... V:..... T:.....	Item			
61	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item			
62	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item			
63	Clause 11.5 - Disturbance F:..... V:..... T:.....	Item			
	Clause 11.6 - Environmental disturbance F:..... V:..... T:.....	Item			
64	Clause 11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
65	Clause 11.8 - Vermin F:..... V:..... T:.....	Item			
66	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item			
67	Clause 11.10 - Tenant installations by direct contractors F:..... V:..... T:.....	Item			
68	Clause 11.11 - Advertising F:..... V:..... T:.....	Item			
	Preliminaries schedule (B12)	H3			
	Carried forward				

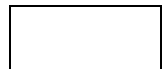
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
69	Information for completion of the preliminaries schedule Information necessary for elections and completion of those clauses contained in the preliminaries schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract	CONT			
70	12.1 - Provisional bills of quantities [2.2] The quantities are provisional Yes F:..... V:..... T:.....	Item			
71	12.2 -Availability of construction information [2.3] Construction documentation is complete No F:..... V:..... T:.....	Item			
72	12.3 - Previous work - dimensional accuracy [3.1] N/A F:..... V:..... T:.....	Item			
73	12.4 - Previous work - defects [3.2] N/A F:..... V:..... T:.....	Item			
74	12.5 - Inspection of adjoining properties [3.3] N/A F:..... V:..... T:.....	Item			
75	12.6 - Defined works area [4.1] Works Description: ERWAT Lab offices Refurbishment. The contractor shall take note that the area of works is within the ERWAT. Precinct and the precinct will be occupied and in full use during the duration of the Works. All care has to be taken to reduce noise, interruptions and disturbance during operating hours. Necessary arrangements to be made for work outside normal working hours. F:..... V:..... T:.....	Item			
76	12.7 - Handover of site in stages [4.2] N/A F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
77	12.8 - Enclosure of the works [4.3] F:..... V:..... T:.....	Item			
78	12.9 - Geotechnical investigation [4.4] The Geotechnical Report issued to all Tenderers as Addendum C F:..... V:..... T:.....	Item			
79	12.10 - Existing premises occupied [4.6] N/A F:..... V:..... T:.....	Item			
80	12.11 - Services - known [4.7] F:..... V:..... T:.....	Item			
81	12.12 - Protection of trees and/or relevant natural features [4.8]. The "Snake Route" footpath at the East End of the site, as indicated in the Site Information provided, should be preserved. F:..... V:..... T:.....	Item			
82	12.13 - Water [8.1] Option A (by contractor) No Option B (by employer - free of charge) No Option C (by employer - metered) Yes F:..... V:..... T:.....	Item			
83	12.14 - Electricity [8.2] Option A (by contractor) No Option B (by employer - free of charge) No Option C (by employer - metered) Yes F:..... V:..... T:.....	Item			
84	12.15 - Ablution and welfare facilities [8.3] Option A (by contractor) No Option B (by employer) Yes F:..... V:..... T:.....	Item			
85	12.16 - Communication facilities [8.4] F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

86	12.17 - Protection of the works [11.1] F:..... V:..... T:.....	Item			
87	12.18 - Protection/isolation of existing/sectionally occupied works [11.2] Protection/isolation is required No F:..... V:..... T:.....	Item			
88	12.19 - Disturbance [11.5] All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever. All Guidelines are included in the Property Owner's Association Regulations issued to Tenderers F:..... V:..... T:.....	Item			
89	12.20 - Environmental disturbance [11.6] Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc The contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works F:..... V:..... T:.....	Item			
	Environmental management plan. The employer has prepared an environmental management plan (EMP) (refer to Precinct EMP provided to Tenderers for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP F:..... V:..... T:.....	Item			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
90	<p>Compliance with laws and regulations The contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications. F:..... V:..... T:.....</p>	Item	0.00		
	SECTION C: SPECIFIC PRELIMINARIES	H2	0.0		
	<p>Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....</p>	Item			
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

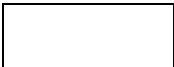
Witness 2

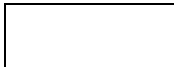


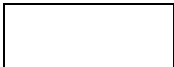


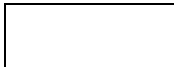
BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

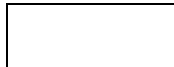
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
94	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....	Item			
95	Testing of flat roof waterproofing for water tightness. Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:..... T:.....	Item			
96	Confidentiality: The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer F:..... V:..... T:.....	Item			
	Carried forward				

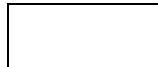
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
97	Media releases: All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer. The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media F:..... V:..... T:.....	Item			
	SUMMARY OF CATEGORIES	H3			
	Category : Fixed R..... Category : Value R..... Category : Time R.....				
TOTAL PRELIMINARIES: SECTION A, B, & C CARRIED TO FINAL SUMMARY					

Witness 2

**Witness 2**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 2	H1			
	BILL NO.1	H1			
	ALTERATIONS (PROVISIONAL)	H2			
	NOTE	H2			
	The Contractor is advised to visit the site prior to pricing the following items in order to ascertain the exact nature and the full extent of the works as no liability whatsoever shall be accepted as a result of brevity of description				
	All dimensional descriptions are to be treated as approximate. The Contractor shall, in all cases, allow for disposal of materials arising from demolition and alteration works. This shall apply even if it is not expressly provided for on the description of an item. Demolition of brick walls shall be deemed to include removal and carting away sundry items existing within the walls to be demolished except for doors, door frames and window frames which are elsewhere measured. The Employer shall retain the right of ownership of materials arising from demolitions unless otherwise stated.				
	Taking out and removing doors, windows, etc, including thresholds, sills, etc (building up openings and making good finishes	H3			
1	Timber single door and frame not exceeding 2,5m <sup>2</sup>	No	13		
2	Timber double door and frame exceeding 2,5m <sup>2</sup> and not exceeding 5m <sup>2</sup>	No	3		
	Making good fascia board	H3			
3	Repair and replace 600mm fascia on to match exist	m	15		
	TOTAL SECTION 2 BILL NO.1 ALTERATIONS (PROVISIONAL) CARRIED TO SECTION SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2	H1			
	BILL NO. 4	H1			
	CARPENTRY AND JOINERY	H1			
	PREAMBLES	H2			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	SUPPLEMENTARY PREAMBLES	H2			
	Treatment against insect pests	H3			
	Rates for all timber shall be deemed to include for treatment against insect pests				
	All softwood for this job shall be treated to combat and prevent the spread of certain insect pests in accordance with Government Gazette Notice No R451 of 28 March 1969 and any amendments thereto. Proof of treatment shall be lodged with the Employer prior to the use of any timber in the works.				
	Fixing	H3			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete				
	Items described as "plugged" shall be deemed to include for screwing to fibre, plastic or metal plugs at not exceeding 600mm centres or shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.				
	Descriptions are to be deemed to include for nails, screws, plugs, adhesives, holes, sin- kings, pelleting, etc				
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	Joinery:	H3			
	Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc				
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes				
	DOORS	H2			
	40mm Semi-solid flush panel door with 10mm concealed hardwood edges including 3,0mm masonite board covering on both sides, hung to steel frames - Type Door A	H3			
1	40mm Door 813 x 2032mm high (D1; D2; D3; D4; D5; D6; D7; D8; D9; D10; D11)	No	6		
	40mm Semi-solid flush panel door with 10mm concealed hardwood edges including 3,0mm masonite board covering on both sides, hung to steel frames - Type Door B	H3			
2	40mm Door 813 x 2032mm high (D12; D13; D14; D15; D16; D17; D18; D19; D20)	No	9		
	40mm Semi-solid flush panel door with 10mm concealed hardwood edges including 3,0mm masonite board covering on both sides, hung to steel frames - Type Door C	H3			
3	40mm Door 762 x 2032mm high (D21; D22; D23; D24)	No	4		
	40mm Semi-solid flush panel door with 10mm concealed hardwood edges including 3,0mm masonite board covering on both sides, hung to steel frames - Type Door D	H3			
4	40mm Door 813 x 2032mm high (D25)	No	1		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	40mm Solid Core flush panel door with 10mm concealed hardwood edges including 3,0mm masonite board covering on both sides, hung to steel frames - Type Door H	H3			
5	40mm Door 686 x 2032mm high (D40)	No	1		
	40mm Semi-solid flush panel door with 10mm concealed hardwood edges including 3,0mm masonite board covering on both sides, hung to steel frames - Type Door J	H3			
6	40mm Door 813 x 2032mm high (D42; D43; D44; D45; D46; D47; D48; D49)	No	8		
	PINNING BOARDS, WHITE BOARDS & PROJECTOR SCREENS	H3			
7	600 x 450mm Info Boards (Plastic Frame)	No	1		
8	900 x 600mm Info Boards (Plastic Frame)	No	7		
9	1200 x 900mm Info Boards (Plastic Frame)	No	25		
	WHITE BOARDS	H2			
10	900 x 900mm Whiteboard	No	1		
11	1500 x 900mm Whiteboard	No	3		
12	2000 x 1200mm Whiteboard	No	1		
13	3000 x 1200mm Whiteboard	No	4		
	FURNITURE & FITTINGS	H2			
	TRAINING STUDENT DESKS	H3			
14	Office Layout Studio 1100 x 600mm desk. table top and legs- white	No	45		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	OFFICE WORK STATIONS-L SHAPE	H3			
15	Office Layout Studio 1800 x 600mm desk with Layout Studio 1000 x 600mm Table top and legs-white	No	14		
	OFFICE WORK STATIONS -STRAIGHT	H3			
16	Office Layout studio 1800 x 600mm desk Table top and legs-white	No	7		
	OFFICE MEETING TABLES	H3			
17	1300mm dia. round boardroom table Colour white	No	3		
	TRAINING ROOM INSTRUCTORS DESKS	H3			
18	Office Layout Studio 1400 x 800mm desk Table top and legs-white	No	4		
	DINING TABLES	H3			
19	900mm dia. round canteen top (white) with Axis base	No	4		
	DINING CHAIRS	H3			
20	Flair range chair- white	No	16		
	VISITORS CHAIRS	H3			
21	Dino range chair-orange fabric finish to later choice	No	19		
	OFFICE CHAIRS	H3			
22	Pegasus high cack chair - orange fabric finish to later choice	No	27		
	TRAINING ROOM STUDENT CHAIRS	H3			
23	Apex range chair - blue fabric finish to later choice	No	41		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	TRAINING ROOM INSTRUCTORS CHAIRS	H3			
24	Dino range chair- BLUE fabric finish to later choice	No	4		
	CHANGE ROOM BENCHES	H3			
25	450 x 1200 x 1800mm Long intergraded Upstand bench with 12mm finish compact high pressure laminate slated seat colour pastel Grey with grade 304 stainless steel hat and oat hooks	No	4		
	STORAGE FURNITURE	H3			
26	Modular contract Hinged Door Systems cabinets900(w) x 1500(h) x450(d)-white	No	10		
27	Modular contract Roller Door Systems cabinets900(w) x 1500(h) x450(d)-white	No	10		
28	Modular contract 5 tier Open Bookcase 900(w) x 2000(h) x310(d)-white	No	4		
29	Modular 3 Drawer Mobile Pedestal- White	No	19		
30	Compact laminate 2 combo locker, overall size 600 x 450 x 1800mm high with grade 304 stainless steel hinges and stainless steel padlock mechanism configuration to be selected for combinations, comprising 12mm Glacier Blue compact high pressure	No	30		
31	Set of perforated accessories - including bin, 2 tier letter tray, paper cube and pen holder	No	19		
	SCREEN PROJECTOR	H2			
32	2400 x 1800 Parrot Pull-down Projector Screen	No	5		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	FITTINGS	H2			
	Wooden Shelving	H3			
33	Shelves, sides, divisions, etc - Steel closed unit shelving Code SZA 9457 - 2490 (h) x 914 (w) x 457 (d) - by Krost Shelving. Tel: +27 11 827 5555	m	150		
	BLINDS & BLACKOUT BLINDS	H2			
	Manually operated 70mm standard light reduction, privacy and light control aluminium vertical blind with standard				
	Vertical blinds to all external windows and doors.	H3			
34	Stacking sterilisable slats face fixed to walls	m2	205		
35	Blackout blinds to all windows in training and meeting rooms	m2	91		
TOTAL SECTION NO. 2 BILL NO. 4 CARPENTRY AND JOINERY CARRIED TO SECTION SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2	H1			
	BILL NO. 5	H2			
	CEILINGS, PARTITIONS AND ACCESS FLOORING	H1			
	PREAMBLES	H2			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	NOTE: Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.				
	Fixing	H3			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	Ceilings	H3			
	Unless otherwise described ceilings shall be deemed to be horizontal				
	Steel components	H3			
	Unless otherwise described bulkheads shall be deemed to be horizontal along the length				
	All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121				
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	SUSPENDED CEILINGS	H2			
	SUPPLEMENTAL PREAMBLES	H2			
	Proprietary suspended ceilings				
	Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations	H3			
	User note				
	The following preamble to be included in the bills of quantities after confirmation of the basic design of the ceilings, lighting, air conditioning, etc				
	Electrical light fittings, diffusers, panels etc are generally "lay-in" units of the same dimensions as the suspension grid described and allowance must be made in the rates accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)				
	CEILINGS	H2			
	Flush plastered gypsum plasterboard suspended ceilings	H3			
1	Ceilings shall comprise 6,4mm gypsum plasterboard boards screwed to and including screw-up suspension grid consisting of main tees at 1 200mm centres and galvanised steel capped cross tees at 400mm centres and with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface	m2	70		
2	Extra over ceiling for 600 x 600mm hinged trap door of 38x38mm wrought softwood rebated framing with one 38x38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	4		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	PARTITIONS ETC	H2			
	GypRoc Drywall or 'similar approved' partition systems	H3			
	Partitions consisting of 63,5mm "Ultra Drywall" steel studs inserted at 600mm centres into 63,5mm "Ultrasteel Drywall" steel track at top and bottom clad on both sides as described, including additional studs as necessary at abutments, ends, etc. Boards shall be fixed in strict accordance with the manufacturer's instructions and all joints shall be taped and jointed				
	Unless otherwise described rates for partitions shall be deemed to include for standard flat section aluminium skirtings on both sides				
	Wall paper and/or paint and varnish finishes are given elsewhere				
	GypRoc Standard System steel stud partitions with both sides clad with one layer of 12,5mm "Taper-edge Rhinoboard	H3			
3	Extra over drywall partitions for double aluminium door 1500 x 2100mm high side hung to open out, each leaf with glazing later to Architect's Specifications, including standard extruded aluminium door frame, the door fitted with two barrel bolts and lock - Door Type E (D26)	No	1		
	"GypRoc Silent System" steel stud partitions with both sides clad with one layer of 12,5mm "Taper-edge Rhino Firestop Board" and with "Rhino Flam" mineral fibre blanket inserted in cavity	H3			
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4	Extra over drywall partitions for double aluminium door 1500 x 2100mm high side hung to open out, each leaf with glazing later to Architect's Specifications, including standard extruded aluminium door frame, the door fitted with two barrel bolts and lock - Door Type E (D27)	No	1		
	TOILET CUBICLES	H2			
	Cube Standard toilet cubicle comprising 18mm colour Pastel Grey melamine faced particle board with moisture resistant additives, with partition size 1800 x 1920mm high, wall panel size 125 x 1920mm high and mid panel size 250 x 1920mm high with partitions supported by powder coated aluminium head rail , 48mm diameter x 170mm high grade 304 stainless steel adjustable supporting feet plugged and screwed to floor and fixed into position by means of grade 304 stainless steel wall mounting brackets plugged and screwed to walls	H3			
5	Partitions 1,8m high with bottom and top tracks plugged	m	34		
6	Extra over partition 1,8m high for vertical abutment	No	3		
7	Extra over partition 1,8m high for corner	No	3		
8	Extra over partition 1,8m high for fair end	No	3		
9	Extra over drywall partitions for 40mm semi-solid flush doors 740 x 1820mm High masonite on both sides and hardwood edge strips to vertical edges, hung to and including standard pressed steel door frame with one pair of 100mm steel hinges to each hanging stile, including additional studding, trimming, etc. to partitions - Door Type G (D32; D33; D34; D35; D36; D37; D38; D39)	No	8		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2







ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2	H1			
	BILL NO. 7	H1			
	IRONMONGERY	H1			
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	NOTE: Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project.				
	SUPPLEMENTAL PREAMBLES	H2			
	Proprietary items				
	Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items				
	Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered				
	On request returnable samples are to be provided to the principal agent for consideration				
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:				
	Finishes to ironmongery				
	BS - Satin bronze lacquered				
	CH - Chromium plated				
	SC - Satin chromium plated				
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	SE - Silver enamelled				
	GE - Grey enamelled				
	AS - Anodised silver				
	AB - Anodised bronze				
	AB - Anodised gold				
	ABL - Anodised black				
	PB - Polished brass				
	PL - Polished and lacquered				
	PT - Epoxy coated				
	SD - Sanded				
	HINGES, BOLTS, ETC	H2			
1	Type DBB-SS-009 102 x 75 x 3mm stainless steel approved butt hinge	No	98		
2	Type DWC-TT-007 Two-Tone Bathroom WC Indicator Set	No	8		
	LOCKS	H2			
3	Type D032D WC stainless steel bathroom dead lock with stainless steel forend	No	4		
4	Type DCE 105 cylinder escutscheon	No	98		
5	Type D036S Profile Cylinder sash lock	No	98		
6	Stainless Steel single cylinder suitable for master key	No	34		
7	Stainless Steel double cylinder suitable for master key	No	15		
	Carried forward				

Contractor

Witness 1

Witness 2


Employer


Witness 1


Witness 2


BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING


ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	HANDLES	H2			
8	Type TH120/res satin finish tubular stainless steel spring loaded lever handle on rose	No	62		
9	Type TH126/res satin finish tubular stainless steel spring loaded lever handle on rose	No	36		
	DOOR CLOSERS	H2			
10	Type TS73 N DC/EN 3-4 Silver standard arm with hold open overhead door closer (with delaying closing suitable for paraplegic access with hold open without variable spring strength)	No	6		
11	Type TS91/EN3 GSR-RF1 Silver door mounted pull side double non fire door closers with door selector with hold open and selector with SR-VK cover set	No	4		
	SUNDRIES	H2			
12	Type DHC-SS-031B Stainless Steel hat and coat hook with rubber buffer	No	4		
	SIGNAGE	H2			
	LETTERS, NAMEPLATES, ETC	H2			
13	150 x 150 x 5 mm thick perspex plate with high engraved and painted letter or numerals.	No	20		
14	150 x 150 x 5 mm thick perspex plate with high engraved and painted, painted pictograms /numbering on both sides, wall projecting fixed with aluminium bracket.	No	20		
15	750 x 275 x 5mm thick Perspex plate with high engraved and painted pictograms /numeric on both sides ,hung to ceiling	No	15		
16	813 x150 x5 mm thick Perspex plate with high engraved and painted letter or numerals	No	10		
	Carried forward				


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
17	Anodised aluminium plate with male or female symbol	No	10		
18	Anodised aluminium plate with paraplegic symbol	No	3		
19	Anodised aluminium plate with fire exit, fire extinguisher, fire hose reel or fire hydrant symbol	No	10		
20	Additional budgetary amount of R 15, 0000.00 (Fifteen Thousand Rand) allowed for Signage. To be used and directed by the Principal Agent and to be deducted in whole or in part if not required	No	1		
	BATHROOM FITTINGS	H2			
21	1,2/1,5mm Thick Satin finished stainless steel waste bin , size 300 x 270 x 520mm high, capacity of 34 litres and cylinder lock with standard key, plugged and screwed to the wall with stainless steel screws	No	9		
22	1,2/1,5mm Thick satin finished stainless steel paper towel dispenser , size 300 x 134 x 305mm high with a capacity of 300-400 towels and cylinder lock with standard key, plugged and screwed to the wall with stainless steel screws.	No	9		
23	1,2/1,5mm thick satin finished stainless steel soap dispenser , size 100 x 134 x 304mm high with a replaceable and refillable 1 litre container, cylinder lock with standard key, plugged and screwed to the wall with stainless steel screws	No	11		
24	1,2/1,5mm thick satin finished stainless steel automatic hands free hand dryer, size 280 x 207 x 245mm high with 2 vandal proof lock screws and key wrench, plugged and screwed to the wall with stainless steel screws, 200 W motor connected to 230/240 volt power supply. With 5 year warranty	No	10		
	TOTAL SECTION NO. 2 BILL NO. 7 IRONMONGERY CARRIED SECTION SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2	H1			
	BILL NO. 8	H1			
	METALWORK	H1			
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	NOTE: Unless otherwise stated herein, all items in this				
	Bill shall be deemed to be a fixed price for the duration				
	of this project				
	SUPPLEMENTARY PREAMBLES	H2			
	Descriptions of bolts, anchors, etc	H3			
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres				
	PRESSED STEEL DOOR FRAMES	H2			
	1.6mm Standard pressed metal steel frame with single rebate suitable for 220mm wall	H3			
1	Frame for door 686 x 2032mm high (D40)	No	1		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2	H1			
	BILL NO. 9	H1			
	TILING	H1			
	PREAMBLES	H2			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	SUPPLEMENTARY PREAMBLES	H2			
	Descriptions Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding				
	WALL TILLING	H2			
	Porcelain wall tiles, size 300 x 300mm, fixed to internal wall to door height with Tal Gold Star 6 rapid setting tile adhesive mixed with Tal Bond bonding liquid in lieu of water and 3mm joints continuous in both directions, jointed and flush pointed with Tal Professional tile grout.	H3			
1	On walls	m2	57		
2	On narrow widths	m2	2		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2	H1			
	BILL NO. 10	H1			
	PLUMBING AND DRAINAGE (PROVISIONAL)	H1			
	(CPAP FORMULA WORK GROUP NO 148)	H3			
	PREAMBLES	H2			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	SUPPLEMENTARY PREAMBLES	H2			
	uPVC pipes and fittings:	H3			
	Soil, waste and vent pipes and fittings shall be solvent weld jointed				
	Copper pipes:	H3			
	Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground				
	Fixing of pipes	H3			
	Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Carried forward				
	Lead pipes and fittings	H3			
	All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel				
	Reducing fittings	H3			
	Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained				
	Excavations	H3			
	No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling				
	"Soft rock" and "hard rock" shall be as defined in "Earthworks"				
	Laying, backfilling, bedding, etc. of pipes	H3			
	Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions				
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L: Medium-pressure pipelines LD: Sewers LE: Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB: Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding				
	Stainless steelbasins, sinks, wash troughs, urinals, etc.	H3			
	Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable				
	Waste unions	H3			
	Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings				
	User note:	H3			
	Please note the rate for butt weldings is deemed to be included in all fittings				
	SANITARY FITTINGS	H2			
	Stainless steel sink	H3			
1	Polished stainless steel double end bowl inset sink , overall size 1200 x 500mm with two 343 x 410 x 149mm deep bowls, fitted onto cupboard including PVC traps (traps elsewhere specified) with 90mm waste fitting and one tube of Inox cream.	No	1		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	Water Closets	H3			
2	White close coupled pan colour ,size 355 x 630 x 810mm with close coupled cistern and standard seat , screwed with stainless steel screws to plugs in floor with foot of bowl sealed to floor with silicone sealant	No	13		
	Urinal	H3			
3	Ceramic Utronic urinal colour White, size 345 x 315 x 615mm with concealed Duraplus siphon horizontal outlet and fixings, bolted to wall with stainless steel bolts and sealed with abe silicone sealant.	No	4		
	Wash Hand Basin	H3			
4	Ceramic wash basin colour White, size 600 x 505 x 120mmwith metal console, bolted to wall with stainless steel bolts and sealed with silicone sealant.	No	15		
	Shower Tray	H3			
5	Stainless steel BS401 shower tray size 900 x 900 x 75mm, patterned base, 40mm apron all round and 38mm integrated waste outlet	No	2		
	TAPS, VALVES, ETC	H2			
6	15mm Single-lever basin mixer in Chrome finish with mousseur, 32mm pop-up waste, flexible connection hoses and with 5,8 l/min mousseur.	No	15		
7	Highrise Swivel mixer with overarm swivel spout and 15mm flexible connections. With 5 year guarantee on body construction.	No	1		
8	Five head shower) in Chrome finish with 5No. spray patterns - wide, needle, Rain, massage and champagne spray, shower arm and anti-lime system	No	2		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TOTAL SECTION NO. 2 BILL NO. 10 PLUMBING AND DRAINAGE  
(PROVISIONAL) CARRIED TO SECTION SUMMARY

Witness 2

**Witness 2**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 2	H1			
	BILL NO. 11	H1			
	GLAZING	H1			
	PREAMBLES	H2			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	<p>Note: All dimensions to be checked on site prior to construction. Clear silicone joints between window frames and brickwork. Aluminium frames shall be factory wrapped in protective plastic covering and shall be removed once building works are complete. NUKLIP SHOPFRONT GENERAL. Shopfronts shall be the Nuklip Shopfront system as supplied by HBS Aluminium Systems. Manufacture shall be in accordance with the manuals as provided by HBS Aluminium Systems. MATERIALS Material shall be of 6063T6 aluminium alloy with a minimum structural wall thickness of 1.80mm. CONSTRUCTION All structural sections shall be of tubular construction. Joints of shopfront shall be notched and screwed to spigots with No 8 stainless screws. Door leaves to be assembled with M8 continuous tie rods located through jamb spigots. All glazed panels to have adequate drain holes. Glazing nibs will be 15mm high for single glazing and 25mm high for double glazing. HARDWARE Door hardware shall be compatible with the system and will take cognisance of the finish specification of the applicable area. See Hardware Schedule for door. FINISH Sections will be painted in accordance with SABS1578, parts 1 &amp; 2. GLAZING. Glazing is to be carried out in accordance with SABS 0137, with particular attention to size limitations, packing and setting blocks. PERFORMANCE System shall meet or exceed the requirements n loading determination by SABS 0160 for this application. FOLDAWAY GENERAL</p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Sliding folding Door shall be the Nuklip Foldaway system as supplied by HBS Aluminium System. Manufacture shall be in accordance with the manuals as provided by HBS Aluminium Systems. MATERIAL Outer frame and door leaves shall be of 6063T6 aluminium alloy with a minimum wall thickness of 1.80mm. All outer frames are to be tubular for rigidity and torsional stiffness.</p> <p>CONSTRUCTION. Outer frame head corner junctions shall be mitre cut with mechanical corner connector and sill corner junctions to be square cut and machined and screw fixed utilizing No. 8 X 40mm stainless steel screws. Bottom track to be replaceable should damage or wear occur. All door panels shall be square cut with spigot and 8mm diameter tie rod construction. Door leaves to be constructed from Nuklip Shopfront profiles. Bulb seals to all profile slots between door panels and on the outer frame. Sealant is to be applied to all mating surfaces of the outer frame and door panels. HARDWARE: All hardware is Foldaway system specific and includes stainless steel bearing bottom rollers, top guide, heavy duty locating hinges and lever handle operated top and bottom lock plates on transmission rods. All panel seals to be SABS Sash Gaskets. FINISH: Sections will be finished anodised or powder coated in accordance with SABS 999 for anodising or SABS1578, parts 1 &amp; 2 for powder coating, as specified. GLAZING: Glazing to be carried out in accordance with SABS 0137, with particular attention to size limitations and packing and setting blocks (refer manual). Glass to rest on setting blocks on specific glazing tables and will not interfere with bead. PERFORMANCE: System shall meet or exceed the requirements of AAAMSA and the design loading determination by SABS 0160 for this application.</p>				
	MIRRORS	H2			
	6mm quality polished mirrors fixed with round nose chromium plated mirror screws, four per mirror as per Architect's specifications	H3			
1	Mirror 450 x 600mm high	No	8		
	SECTION 2 BILL NO. 11 GLAZING CARRIED TO SECTION SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 2	H1			
	BILL NO. 12	H1			
	PAINTWORK	H1			
	PREAMBLES	H2			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	SUPPLEMENTARY PREAMBLES	H2			
	DESCRIPTIONS	H2			
	Descriptions of paintwork shall be deemed to include for all cutting in				
	PREPARATORY WORK TO EXISTING WORK	H2			
	Previously painted plastered surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth				
	Previously painted metal surfaces: Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	Previously painted wood surfaces: Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth				
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	ON INTERNAL FLOATED PLASTER SURFACES	H2			
	Apply one coat sealer, one coat primer and two coats of ten years guarantee paint, all in accordance with manufacturer's specifications	H3			
1	Internal walls	m2	195		
	Apply one coat sealer, one coat primer and two coats of ten years guarantee paint, all in accordance with manufacturer's specifications	H3			
2	Internal walls (bathrooms )	m2	50		
	ON EXTERNAL FLOATED PLASTER SURFACES	H2			
	Apply one coat sealer, one coat primer and two coats of ten years guarantee paint, all in accordance with manufacturer's specifications	H3			
3	External paint to plastered walls in the ducting area	m2	189		
	ON INTERNAL GYPSUM PLASTER SURFACES	H2			
	Apply one coat sealer, one coat primer and two coats of ten years guarantee paint, all in accordance with manufacturer's specifications	H3			
4	Partition (bathrooms and kitchens)	m2	85		
	Apply one coat sealer, one coat primer and two coats of ten years guarantee paint, all in accordance with manufacturer's specifications	H3			
5	Paint to soffits	m2	490		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	WOOD SURFACES	H2			
	One coat Multi-Surface Full Primer and Two coats Water based Velvagro (VLW) Smooth finish – Water based, premium non-drip satin enamel	H3			
6	Doors	m2	201		
	ON METAL SURFACES	H2			
	One coat Professional 170 Zinc Phosphate Primer , One coat Professional All Purpose Undercoat and Two coats Nuroof Cool Smooth (TRP 200) Smooth finish – water based, premium quality acrylic roof paint	H3			
7	Window frames	m2	296		
	One coat Plascotuff 3000 series (PEX 3004 Grey / PEH 3 Hardener) Primer , One coat Plascosafe 18 Primer (EMS18) and Two coats Nuroof Cool Smooth (TRP 200) Smooth finish – water based, premium quality acrylic roof paint	H3			
8	Corrugated roofs (measured on flat)	m2	12		
	Prepare surfaces and apply one coat primer and finish with two coats	H3			
9	Fascia IBR	m2	37		
	SPECIAL FINISHES	H2			
	Architectural film	H3			
10	Architectural film to all bathroom & change room windows	m2	83		
	TOTAL SECTION NO. 2 BILL NO. 12 PAINTWORK CARRIED TO SECTION SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

--

**Witness 2**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 3	H1			
	BILL NO. 1	H1			
	PROVISIONAL SUMS ETC	H1			
	PREAMBLES	H2			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	SUPPLEMENTARY PREAMBLES	H2			
	Work executed by direct contractors	H3			
	Work listed under the heading "DIRECT CONTRACTORS WORK" will commence during the execution of this contract and the contractor shall allow free access to the site for these direct contractors. The contractor shall prepare a programme in conjunction with these direct contractors in order to complete the work successfully. The direct contractors will be regarded as nominated sub-contractors but payment will not be made to them via the contractor. The estimated values of these contracts are listed to enable the contractor to determine profit and attendances, if required				
	General	H3			
	Unless otherwise described, all prime cost amounts and provisional sums exclude the cash discount of 5% and include for delivery to site of all articles concerned All prime cost amounts and provisional sums are net and include for delivery to site of all articles concerned				
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	Preliminaries	H3			
	The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Sums"				
	Electrical installation	H2			
1	Provide the sum of R 500 000.000 (Five Hundred Thousand Rands) for Electrical to install complete	Item	1.00	R 500 000,00	R 500 000,00
2	Add for profit upon above, if required.	Item	1.00		
3	Attend upon the above if required.	Item	1.00		
	Mechanical Installation	H2			
4	Provide the sum of R500 000.00 (Five Hundred Thousand Rands) for Mechanical to install complete	Item	1.00	R 500 000,00	R 500 000,00
5	Add for profit upon above, if required.	Item	1.00		
6	Attend upon the above if required.	Item	1.00		
	Security System	H2			
7	Provide the sum of R 100 000.00(One Hundred Rands Thousand) for security system to install complete	Item	1.00	R 100 000,00	R 100 000,00
8	Add for profit upon above, if required.	Item	1.00		
9	Attend upon the above if required.	Item	1.00		
	Lab Furniture	H2			
10	Provide provisional sum of R 200 000.00 (Two Hundred Thousand Rands) for Lab Furniture to install complete	Item	1.00	R 200 000,00	R 200 000,00
11	Add for profit upon above, if required.	Item	1.00		
12	Attend upon the above if required.	Item	1.00		
	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>FINAL SUMMARY</b>				
1	SECTION 1: PRELIMINARIES	Item			
2	SECTION 2: BUILDERS WORK	Item			
3	SECTION 3: PROVISIONAL SUMS	Item			
	<b>SUB TOTAL</b>	<b>Sub Total</b>			
	<b>CONTINGENCIES</b>				
	The tenderer shall add 10% of the total of schedule of Quantities	%	1.00		
	<b>SUB TOTAL</b>	<b>Sub Total</b>			
	Provision for Value-Added Tax (VAT) at 15 percent	%	15.00		
	<b>CARRIED TO FORM OF TENDER</b>	<b>Grand Total</b>			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE  
OF ERWAT OLD LABORATORY BUILDING**

C3 SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE  
OF ERWAT OLD LABORATORY BUILDING**

	SECTION HEADING:	COLOUR
C3	Scope of Work	
C3.1	Description of work	
C3.2	Engineering	
C3.3	Construction	
C3.4	Procurement	
C3.5	Management of the Works	
C3.6	Health and Safety	

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

DETAILED CONTENTS

PART C3 SCOPE OF WORKS

C3.1	Description of works
C3.1.1	Employer's objectives
C3.1.2	Overview of the Works
C3.1.3	Location of the Works
C3.1.4	Extent of Works
C3.2	Engineering
C3.2.1	Drawings
C3.3	Construction
C3.3.1	Standards
C3.3.2	Site establishment
C3.3.3	Execution
C3.4	Procurement
C3.4.1	Procurement
C3.5	Management of the works
C3.5.1	Planning and Programming
C3.5.2	Quality Management
C3.6	Health and Safety
C3.7	Technical Specifications

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

### C3.1 DESCRIPTION OF THE WORKS

#### C3.1.1 Employer's Objectives

This project aims to finish the refurbishment work at the existing old laboratory building. The aim is refurbish the building up to suitable health and safety for accommodating the daily administration of the ERWAT Operation staff. The building is to cater for training facilities for ERWAT Human Resources department and for ERWAT Laboratory training and workstation facilities.

#### C3.1.2 Background

The work on the building was partially executed and now needs to be completed.

The current work is to provide general offices, meeting rooms, ablution facilities, training laboratory, document storage and Kitchenette at ground floor. The first floor is to consist of general offices, IT room, and ablution facilities. The second floor which is the current boardroom, is to be turned into a SCADA room.

#### C3.1.3 Overview of the Works

The description hereunder is a general guide only. No liability will be accepted should the information provided be misconstrued.

Refurbishment of Old Lab and Training Centre Building will entail the following works.

- Demolitions, alterations and additions to existing EWART Old Lab Offices - making good to existing finishes and sundry site works and new carpentry and joinery, ceilings, Portions, floor covering, ironmongery, metalwork, tiling, plumbing and glazing.
  - Electrical upgrade
  - Mechanical upgrade
  - Security System
  - Lab furniture
  - Lab equipment
  - Lab freezers and fridges

#### Temporary Works

- Barricaded yard – hoarding of materials
- Temporary site office for contractor which are to also be used for meeting
- Ablution facility for site personnel and Engineers, may be mobile and to comply with Occupation health and Safety regulations
- Potable water supply for site personnel and Engineers
- Electricity for works on site

<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: small;">Contractor</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: small;">Witness 1</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: small;">Witness 2</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: small;">Employer</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: small;">Witness 1</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: small;">Witness 2</div>
---	--	--	---	--	--

**C3.1.4 Location of the Works**

**Refer to section C4 – ‘Site information’ for the areas where the subject services will be required.**

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

### C3.1.5 Extent of the Works

The works described below will not be limited to the above description. These will be in line with the BOQ for the entire project scope. Liaison with the Engineer throughout this construction by means of written site instructions may supersede the issued construction drawings where necessary. The extent of the work is as follows:

- Site Establishment, site office and site personnel
- Site clearance and omission of specified trees
- Ordering and procuring of material
- Cut and fills for preparations of construction of platforms where specified
- Construction of platforms
- General Building construction for the building to NHBRC regulations and SANS in line with the designs
- Preparation of site for trenching of different services; water, sewer, stormwater, electricity and telecoms
- Installation of services; water, sewer, stormwater, electricity and telecoms
- Bedding of pipe trenches and installation of pipes with manholes and any other required special fittings as per the drawings and the BOQ
- Connections for water sewer and stormwater
- Documentation and Certification
- Testing of installed infrastructure
- Commissioning & hand-over

## C3.2 ENGINEERING

### C3.2.1 Design

The designs have been done in accordance with South African building regulations and standards. Depending on the design type or discipline, the relevant standards according to SANS were observed. Due to unpredictability of the expected tenants to utilise the end product, partial and full safety factors were included in design loadings and inputs in order to avoid under-estimating and also as a measure of catering for future demands when designing the bulk earthworks and bulk reticulations within the site.

### C3.2.2 City of Ekurhuleni's Design Standards

All designs were done to comply with City of Ekurhuleni . Close liaison was kept with the client and the municipality in order to produce final drawings to a standard acceptable by CoE. The liaison with CoE is done per department, town planning, water, sanitation, roads, storm water and also the energy department.

### C3.2.3 Drawings

Figured dimensions only to be used. Coordinates based on wgs84 whereas levels are based on MSL datum. Discrepancies, errors and omissions are to be reported to the Engineer immediately when they become evident. Shop drawings to be submitted for approval prior to manufacture and installation. Copyright and right of, and production of the set of construction drawings to be issued or any portion thereof is reserved by The Consultant.

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**Refer to Annexure B for tender drawings (To be circulated as soft copy)**

List of drawings:

**Architectural**

- Site plan
- Ground floor plan
- First floor plan
- Roof plan
- Elevations North, South & West
- Section AA and BB
- Section CC and West elevation
- Section DD
- Window & door schedule

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

### C3.3.2 Site Establishment

#### C3.3.2.1 Services and Facilities provided by the Employer.

##### (a) Water Sources

There is a potable water supply available. The Site has a water reticulation system which connects directly to a supply main. The Contractor will be responsible for supplying all pipework required to convey the water to the Works and for all associated fittings including for an isolating valve and approved water meter. He will further be responsible for paying a proportionate share of the water consumption charges at the ruling tariff at the time of using the water.

The Contractor shall regulate his usage of water so as not to inconvenience other users and if necessary supply and erect a storage tank of sufficient capacity to even out unacceptable peak demands. The connection may only be made on the written consent of the Client after he is satisfied that the Contractor has made all the necessary and proper arrangements for receiving the water.

No warranty is offered or given by the Employer that the existing available reticulated water supply will be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

As the Sites are situated on dolomitic strata no leakage or indiscriminate discharge of water will be permitted on or about the Works and failure on the part of the Contractor or his employees to observe this requirement will result in the termination of water supplies until such time as any shortcomings in this regard are rectified.

##### (d) Sanitary Services

No sanitary services are available for use by the Contractor at the site. The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer.

All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub clause and the costs thereof shall be deemed to be included within the Contractor's bided Preliminary and General Items.

##### (e) Area for Contractor's Site Establishment

The proposed site of the Contractor's offices, workshops, stores and plant yard will be indicated on site, if requested.

#### C3.3.2.2 Facilities provided by the Contractor

The Contractor is required to provide a construction camp including offices, workshop, materials, store, sanitary facilities, offices and equipment for his own use as required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C3.3.2.3 Site Usage**

The Contractor; his personnel; and his subcontractors; and suppliers; shall confine their activities to the demarcated site of the Works and the direct access roads thereto. Temporary routes shall be subject to the written approval of the Engineer and be subject to the applicable Standardized Specifications

**C3.3.2.3.1 Site instruction book**

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

**C3.4 CONSTRUCTION****C3.4.1 Site establishment**

The contractor shall establish his construction camps, offices, workshops and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

**C3.4.2 Plant & Construction equipment**

(Not Applicable).

**C3.4.3 Existing services**

Existing services in and around the site have been identified through the topographic survey and CoE's GIS information. Great care should be taken in protecting these services and no excavations can take place without approved wayleaves. The Contractor to make sure that these services have been clearly identified and wayleaves are in place before commencing with the groundworks.

**C.3.5 PROCUREMENT**


- Payment Terms:


Payments will be effected within 30 days from receipt of a valid Invoice/Tax Invoice and Statement.


**C3.5.1 Preferential Procurement**


Refer to Form P


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

### C3.5.2 Subcontracting

The contractor is to submit a list of all his intended subcontractors as part of this submission. The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of JBCC's Principal Building Contract.

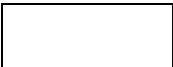
### C.3.6 MANAGEMENT OF THE WORKS

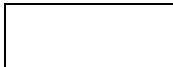
#### C3.6.1 Planning and Programming

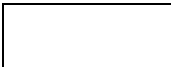
The programme referred to in the General Conditions of Contract shall be a network- based programme in accordance with the precedence method; a detailed cash flow graph indicating projected monthly invoice amounts shall also be provided. The critical path of the programme of work shall be clearly indicated and the programme monitored continually and updated monthly by the Contractor in accordance with his progress.

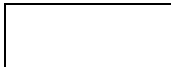
- (1) In compiling the programme of work, the Contractor shall incorporate the following important specific requirements and constraints:
  - (a) The identification and marking of affected services prior to commencing construction works.
  - (b) The requirements of the Environmental Management Plan (EMP) as specified in the relevant sections of the Particular Specifications and the requirements in respect of inspections and community liaison.
  - (c) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
  - (d) The relocation of services.
  - (e) An allowance to accommodate "normal" rain days.
- (2) The programme submitted shall include at least the following details:
  - (a) A work breakdown structure identifying the major activity groups.
  - (b) The critical path shall be indicated and floats on non-critical activities shall be shown.
  - (c) The working hours per day, week and month allowed for in the programme with details of resource allocations per activity.
  - (d) Production rates for key activities, e.g. engineering, fabrication, delivery, installation, commissioning, etc.
- (3) In addition, the Contractor shall submit to the Engineer at monthly intervals a progress report indicating the following details:
  - (a) Work completed in previous month and total progress to date, per activity.
  - (b) Activities behind programme, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
  - (c) A GANTT chart showing the original programme, the latest approved version of the programme, actual progress achieved and revised completion sates, if and when applicable.

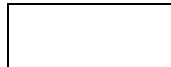
Failure to comply with all of the foregoing requirements shall entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

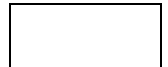
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

### C3.6.2 Quality Management

#### Testing and Commissioning

ERWAT will instruct the Contractor when Installation and Commissioning can commence.

The Contractor shall issue a Certificate of Commissioning before commissioning the equipment. The certificate shall be co-signed by either the Electrical/Mechanical Contractor or an Authorised ERWAT Employee.

#### Costs of testing

All costs shall be borne by the Contractor and shall be deemed to be included in the bid rates and prices for the respective items of work for all testing and quality control.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C3.6 HEALTH AND SAFETY SPECIFICATIONS

### CONTENTS

#### C3.6.1 INTRODUCTION AND BACKGROUND

##### C3.6.1.1 Background to the construction Health and Safety Specification

##### C3.6.1.2 Purpose of the construction Health and Safety Specification

#### C3.6.2 HEALTH AND SAFETY SPECIFICATION

##### C3.6.2.1 Scope

###### C3.6.2.1.2 Provision for Health & Safety Cost

##### C3.6.2.2 Interpretations

###### C3.6.2.2.1 Application

###### C3.6.2.2.2 Definitions

##### C3.6.2.3 Minimum Administrative Requirements

###### C3.6.2.3.1 Notification of Intention to Commence Construction Work

###### C3.6.2.3.2 Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site

###### C3.6.2.3.3 Competency of Principal Contractor Responsible Persons

###### C3.6.2.3.4 Compensation of Occupational Injuries and Diseases Act (COIDA) Act 130 of 1993

###### C3.6.2.3.5 Occupational Health and Safety Policy

###### C3.6.2.3.6 Health and Safety Organogram

###### C3.6.2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

###### C3.6.2.3.8 Health and Safety Representative(s)

###### C3.6.2.3.9 Health and Safety Committee(s)

###### C3.6.2.3.10 Health and Safety Training

###### C3.6.2.3.10.1 Induction

###### C3.6.2.3.10.2 Awareness

###### C3.6.2.3.10.3 Competency

###### C3.6.2.3.11 General Record Keeping

###### C3.6.2.3.12 Health and Safety Audits, Monitoring and Reporting

###### C3.6.2.3.13 Emergency Procedures

###### C3.6.2.3.14 First Aid Box and First Aid Equipment

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- C3.6.2.3.15 Accident / Incident Reporting and Investigation
- C3.6.2.3.16 Hazards and Potential Situations
- C3.6.2.3.17 Personal Protection Equipment and Clothing
- C3.6.2.3.18 Occupational Health and Safety Signage
- C3.6.2.3.19 Contractors
- C3.6.2.3.20 Incentives and Penalties
- C3.6.2.3.21 Health & Safety Officer (Part-time)

**C3.6.2.4 Physical Requirements**

- C3.6.2.4.1 Civil Work
- C3.6.2.4.2 Excavations / Trenching
- C3.6.2.4.3 Confined Spaces
- C3.6.2.4.4 Existing Structures
- C3.6.2.4.5 Edge Protection and Penetrations
- C3.6.2.4.6 Hazardous Chemical Substances (HCS)
- C3.6.2.4.7 Stacking of Materials

**C3.6.2.5 Plant and Machinery**

- C3.6.2.5.1 Construction Plant
- C3.6.2.5.2 Vessels under Pressure (Gas bottles including Operations)
- C3.6.2.5.3 Fire Extinguishers and Fire Fighting Equipment
- C3.6.2.5.4 Hired Plant and Machinery
- C3.6.2.5.5 Formwork for Structures
- C3.6.2.5.6 General Machinery
- C3.6.2.5.7 High Voltage Electrical Equipment
- C3.6.2.5.8 Portable Electrical Tools / Explosive Power Tools
- C3.6.2.5.9 Welding Equipment
- C3.6.2.5.10 Public Health and Safety
- C3.6.2.5.11 Night Work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.6.2.6 Occupational Health**

- C3.6.2.6.1 Occupational Hygiene
- C3.6.2.6.2 Welfare Facilities
- C3.6.2.6.3 Alcohol and Other Drugs

- C3.6.3 ANNEXURE A TASK COMPLETION FORM**
- C3.6.4 ANNEXURE B RESPONSIBLE PERSON(S)**
- C3.6.5 ANNEXURE C OTHER REQUIREMENTS**
- C3.6.6 ANNEXURE D ACKNOWLEDGEMENT OF H & S SPECS**

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

C3.6.1 INTRODUCTION AND BACKGROUND

C3.6.1.1 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

The Construction Regulations (July 2003) place the onus on the Client to prepare a preconstruction Health and Safety specification, highlighting all risks not successfully eliminated during design setting standards for Health and Safety during construction phase.

C3.6.1.2 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. These specifications shall act as the basis for the drafting of the construction phase Health and Safety plan by the Contractor.

The specification sets out the requirements to be followed by the Principal Contractor and their Contractors so that the Health and Safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. Cost, programmed, environment, quality etc.

C3.6.2 HEALTH AND SAFETY SPECIFICATION

C3.6.2.1 SCOPE

This specification covers the requirements for eliminating and mitigating incidents and injuries on the **subject bid project**.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

C3.6.2.1.2 Provision for Health & Safety Cost

The Principal Contractor must make provision for the cost of Health & Safety Measures during the construction process as required by the Construction Regulation 4(h).

C3.6.2.2 INTERPRETATIONS

C3.6.2.2.1 APPLICATION

This specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

C3.6.2.2.2 DEFINITIONS

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

### C3.6.2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS

#### C3.6.2.3.1 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK

The Principal Contractor shall notify the provincial Director of the Department of Labour in writing that construction work commences.

#### C3.6.2.3.2 ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS TO SUPERVISE HEALTH AND SAFETY ON SITE

The Principal Contractor shall submit supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHSA and Construction Regulations), prior to commencement of work. Proof of competency must be included. See annexure B.

#### C3.6.2.3.3 COMPETENCY FOR CONTRACTOR'S APPOINTED COMPETENT PERSON

The Principal Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

#### C3.6.2.3.4 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing from their Compensation Insurer-FEM or Compensation Commissioner to the Client's Representative as proof of registration. Contractors shall submit proof of registration to their Contractor before they commence work on site.

#### C3.6.2.3.5 OCCUPATIONAL HEALTH AND SAFETY POLICY

The Contractor and their Contractors shall submit a Health and Safety policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

#### C3.6.2.3.6 HEALTH AND SAFETY ORGANOGRAM

The Principal Contractor and their Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

#### C3.6.2.3.7 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT

- Working at heights, as per CR8 – Fall Protection Plan, Scaffolding Management
  - Person falling
  - Material falling
  - Protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, any other openings and areas from where persons may fall.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Excavations
  - Collapse of Walls
  - People/Equipment falling in Excavations
  - Shoring
  - Underground services
  - Drainage
  - Pipe-Jacking operations
- Confined Space entry
- Noise Control
- Dust Control

Principal Contractor to ensure that these risk assessments as well as other risks identified by them are updated monthly or as the risk change and communicated to all relevant parties. CR 7(4)

### **C3.6.2.3.8 HEALTH AND SAFETY REPRESENTATIVE(S)**

The Principal Contractor and their Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing.

The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

### **C3.6.2.3.9 HEALTH AND SAFETY COMMITTEES**

Principal Contractor shall organize monthly Health & Safety meetings. Minutes and records shall be kept. Principal Contractors Health & Safety representative and responsible person shall attend this meeting.

### **C3.6.2.3.10 HEALTH AND SAFETY TRAINING**

#### **C3.6.2.3.10.1 Induction**

Principal Contractor shall ensure that all undergo site-specific induction presented by a competent person and proof of it too.

#### **C3.6.2.3.10.2 Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at **least once per week**. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractor have to comply with this minimum requirement.

#### **C3.6.2.3.10.3 Competency**

All competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on a regular basis e.g.

Periodic audits by the Client's Health & Safety Agent, progress meetings, etc. The Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C3.6.2.3.11 GENERAL RECORD KEEPING

The Principal Contractor and their Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a Health and Safety file held in the site office. The Principal Contractor must ensure that every sub-Contractor keeps its own Health and Safety file, maintains the file and make it available on request (The file must include the Sub-Contractor's health and safety plan). These records are crucial for inclusion in the Principal Contractors' consolidated health and safety file for handover to the Client on completion of construction work.

### C3.6.2.3.12 HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING

***The Client's Health & Safety Agent shall conduct monthly Health and Safety audits of the work. Operations including a full audit of physical site activities as well as an audit of the administration Health and Safety. The Principal Contractor is obligated to conduct similar audits on their Contractors.***

Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings / forums. Copies of the Client audit reports shall be kept in the Primary Project Health and Safety file while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractor has to audit their Contractors and keep records of these audits in their Health and Safety files, available on request.

### C3.6.2.3.13 EMERGENCY PROCEDURES

The Principal Contractor shall compile a comprehensive Evacuation Plan with assemble point and contact details in the case of any emergency supplied by the Client's Health & Safety Agent.

### C3.6.2.3.14 FIRST AID BOXES AND FIRST AID EQUIPMENT

The Principal Contractor and their Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Principal Contractor with more than 5 employees shall supply their own first aid box. Principal Contractor with more than 10 employees shall have trained, certified first aider on site at all times & First aid Box adequately stocked at all times.

### C3.6.2.3.15 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION

Injuries are to be categorized into first aid, medical, disabling and fatal. The Principal Contractor must stipulate in its construction phase Health and Safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All contractors must investigate and report on the 4 categories of injuries to the Principal Contractor at least monthly. Contractors must investigate injuries and accidents involving their employees within seven days of the incident in the form on Annexure1 (General Administrative Regulations) and forward a copy on the investigation report to the principal contractor forthwith. **All incidents reportable in terms of the provision of Section 24 of the OHS Act 1993 must be reported to the local Dept. of Labour in the prescribed manner.**

The Principal Contractor must report all injuries to the Client in the form of a spreadsheet, which includes all contractor injuries/incidents and man-hours worked for the month as well as the cumulative total. This report must be done on a monthly basis and must form part of the Principal Contractor's progress report.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C3.6.2.3.16 HAZARDS AND POTENTIAL SITUATIONS

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

### C3.6.2.3.17 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

The Principal Contractor shall ensure that all workers are issued and wear hard hats, protective footwear and overalls. The Principal Contractor and their Contractors shall make provision and keep adequate quantities of SABS or SANS approved PPE on site at all times.

### C3.6.2.3.18 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: "no unauthorized entry", "report to site office", "site office", and "hardhat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. Access routes, entrances to structures and buildings, scaffolding and other potential risk areas / operations. All Contractors to adhere to it.

### C3.6.2.3.19 CONTRACTORS

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (July 2003).

The Principal Contractor may only appoint a sub-contractor after approving the sub-contractor's health & safety plan. The Principal Contractor must audit each of its Contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's health & safety system.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

The Principal contractor shall take all reasonable steps necessary to ensure co- operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations;

The Principal Contractor must ensure that their Contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractor shall discuss and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation;

### C3.6.2.3.20 PENALTIES

Penalties may be imposed for ongoing non-compliance to the provisions of the Client's Health and Safety specification and Principal Contractors' health & safety plans. The penalty procedure shall consist of a written warning with a compliance time frame.

<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div>Contractor</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div>Witness 1</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div>Witness 2</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div>Employer</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div>Witness 1</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div>Witness 2</div>
---	--	--	---	--	--

### C3.6.2.3.21 A HEALTH AND SAFETY OFFICER CR 6.6

The Principal Contractor shall provide a full-time safety officer on site and proof of their competency to be attached to their appointment.

### C3.6.2.4 PHYSICAL REQUIREMENTS

#### C3.6.2.4.1 STACKING OF MATERIALS

The Principal Contractor shall ensure that there are sufficient appointed stacking supervisors and that all materials and equipment is stacked and stored safely. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

### C3.6.2.5 PLANT AND MACHINERY

#### C3.5.2.5.1 CONSTRUCTION PLANT

The Principal Contractor shall ensure that all such plant complies with the Requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor shall inspect and keep records of inspections of construction plants used on site. Only authorized / competent persons are to use machinery under proper supervision. Appropriate PPE must be provided and maintained at all times.

#### C3.6.2.5.2 VESSELS UNDER PRESSURE (VUP) AND GAS BOTTLES

The Principal Contractor shall comply with the Vessels under Pressure Regulations, including:

Providing competency and awareness training to the operators, Providing PPE, Inspect Equipment regularly and keep record of inspections, Provide appropriate firefighting equipment (Fire Extinguishers) on hand.

#### C3.6.2.5.3 FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT

The Principal Contractor shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted as required.

#### C3.6.2.5.4 HIRED PLANT AND MACHINERY

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Health and Safety file. All relevant Contractors must ensure the same.

#### C3.6.2.5.5 FORMWORK AND SUPPORT WORK FOR STRUCTURES

The Principal Contractor shall ensure that the provisions of section 10 of Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use, that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

<div style="border: 1px solid black; height: 30px; margin: 0 auto; width: 100%;"></div> <div style="font-size: 8px; margin-top: 2px;">Contractor</div>	<div style="border: 1px solid black; height: 30px; margin: 0 auto; width: 100%;"></div> <div style="font-size: 8px; margin-top: 2px;">Witness 1</div>	<div style="border: 1px solid black; height: 30px; margin: 0 auto; width: 100%;"></div> <div style="font-size: 8px; margin-top: 2px;">Witness 2</div>	<div style="border: 1px solid black; height: 30px; margin: 0 auto; width: 100%;"></div> <div style="font-size: 8px; margin-top: 2px;">Employer</div>	<div style="border: 1px solid black; height: 30px; margin: 0 auto; width: 100%;"></div> <div style="font-size: 8px; margin-top: 2px;">Witness 1</div>	<div style="border: 1px solid black; height: 30px; margin: 0 auto; width: 100%;"></div> <div style="font-size: 8px; margin-top: 2px;">Witness 2</div>
--	---	---	--	---	---

### C3.6.2.5.6 GENERAL MACHINERY

The Principal Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE, and training those who operate the machinery.

### C3.6.2.5.7 HIGH VOLTAGE & ELECTRICAL INSTALLATIONS

If high voltage electrical lines are present on the site perimeter, the Contractor must be aware of the location of them and are to demarcate its positions.

These demarcations must be maintained throughout the duration of the construction work. The minimum safety clearances as per Electrical Machinery Regulation 15 must be adhered to. All installation must comply with SANS 10142 & the regulations of the OHS Act 85/1993 and Construction Regulation 22.

All temporary electrical installations must be inspected at least weekly.

### C3.6.2.5.8 PORTABLE ELECTRICAL TOOLS AND EXPLOSIVE POWERED TOOLS

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and the control measures that are to be implemented e.g. Personal protection equipment, guards, etc.

A competent person to undertake routine inspections and records are to be kept on file. Only authorized trained persons are to use the tools, the safe work procedures to apply. Awareness training to be carried out, compliance enforced at all times, and PPE are provided and maintained,

### C3.6.2.5.9 WELDING EQUIPMENT

- Only authorised / trained persons to use the equipment.
- The operators are to wear correct PPE - eye/ face/foot/body/respirator.
- Flashback arrestors are to be fitted on cylinders and gauges when using gas welding equipment. Fire prevention methods to be applied.
- Where electric arc welders are used, equipment only to be used in a dry area, protected from wetness.

### C3.6.2.5.10 PUBLIC AND SITE VISITOR HEALTH AND SAFETY

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations. Principal Contractor to ensure that no unauthorized personal enter the construction area.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C3.6.2.5.11 NIGHT WORK

Adequate lighting to be provided where required. Personnel should not work alone at night.

### C3.6.2.6 OCCUPATIONAL HEALTH

#### C3.6.2.6.1 OCCUPATIONAL HYGIENE

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

The Risk to be looked at includes:

##### Ventilation

Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.

##### Noise

Tasks identified where noise exceeds 85 dBa. All reasonable steps are to be taken to reduce noise levels. Hearing protection is to be used where noise levels cannot be reduced to below 85 dBa.

##### Dust

Principal Contractor to ensure that employees working with grinders, saws & jackhammers, etc. are issued with dust masks and dust exposure to be minimized at all times.

#### C3.6.2.6.2 WELFARE FACILITIES

The Principal Contractor will provide ablution facilities for all on site, including changing facilities & hand washing facilities. Safe and adequate facilities will be provided. Waste bins must be strategically placed and emptied regularly. Safe and clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

#### C3.6.2.6.3 ALCOHOL AND OTHER DRUGS

The Principal Contractor is to ensure that no alcohol and other drugs are allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**HEALTH AND SAFETY SPECIFICATIONS (HSS)****PROJECT NO: ERW202109/TNDR-024****BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF  
ERWAT OLD LABORATORY BUILDING**

## Annexure A

The Principal Contractor must submit compliance with Annexure A within **one week** of receiving this Specification.

HSS Item no.	REQUIREMENT	OHSA REQUIREMENT	SUBMISSION DATE
2.3.1	Assignment of Responsible Persons to supervise Construction work	OHS Act (section 16.2) & Construction Regulation 6	Before commencement on site
2.3.2	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Regulation 6	Together with H & S plan
2.3.3	Compensation of Occupational Injuries and Diseases - Proof of Registration- FEM or CC	COIDA	Together with H & S plan
2.3.4	Occupational Health and Safety Policy	OHS Act	Together with H & S plan
2.3.5	Health and Safety Organogram	Client Requirement	Together with H & S plan
2.3.6	Initial Hazard Identification and Risk Assessment based on the Client/s assessment	Construction Regulations.	Together with H & S plan
2.3.7	Health and Safety Representative	OHS Act	Submit as soon as There are more than 20 employees on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**HEALTH AND SAFETY SPECIFICATIONS (HSS)-**

**PROJECT NO: ERW202109/TNDR-024**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING**

Annexure B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as the project progresses). Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any appointment as determined by its risk assessment of the Contractor concerned.

APPOINTMENT	OHSa REFERENCE	REQUIREMENT
CEO Assignee	Section 16(2)	A competent person to assume the overall H & S responsibility - Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible for Health and Safety related issues on site
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with the daily supervision of construction / building work. The person(s) assist the Construction Work Supervisor
Health and Safety Representative(s)	Section 17	A competent person(s) to assist with identifying risks, attend H & S meetings, conduct inspections, assist with investigations, etc.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site, this could either be: <ul style="list-style-type: none"> <li>* The 6.1 or 6.2 Person</li> <li>* H &amp; S Representative</li> <li>* Member of the H &amp; S Committee</li> <li>* H &amp; S officer</li> </ul>
Risk Assessment Co-ordinator	CR 7	A competent person to co-ordinate all assessments on behalf of the Principle Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare and amend the fall protection plan
First Aiders	GSR 3	A qualified person to address all on site first aid cases
Lifting machine and equipment Inspector	DMR 18	A competent person to inspect lifting machines and equipment
Lifting tackle Inspector	DMR 18	A competent person to inspect lifting tackles
Scaffolding Inspector	SANS 10085-1:2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding Erector	SANS 10085-1:2004	A competent person to erect scaffolding
Scaffolding Supervisor	SANS 10085-1:2004	A competent person to supervise scaffolding
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations
Explosive powered tools Inspector / Supervisor	CR 19	A competent person to inspect and clean the tools daily and controlling all operations thereof
Temporary electrical installations Supervisor	CR 22	A competent person to control all temporary electrical installations
Fire-fighting equipment Inspector	CR 27	A competent person to inspect fire-fighting equipment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**OTHER REQUIREMENTS**

**PROJECT NO: ERW202109/TNDR-024**  
**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND**  
**UPGRADE OF ERWAT OLD LABORATORY BUILDING**

Annexure C

The Principal Contractor shall comply but not be limited to the following requirements: Reports on these to the addressed to the Client at progress meetings or at least monthly whichever is sooner. A report with supporting documents shall be tabled at the Contractor/s monthly Health and Safety meeting.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
Construction-phase Health and Safety plan	Within one weeks of receipt of the Spec.	Principal Contractor to report on status of Principal Contractors' Health and Safety plans	
Health and Safety file	Open file when construction begins and maintain throughout	Have file on hand at meetings	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: * Incidents/Accidents and Investigations * Non conformances by employees & contractor * Internal & External H & S audit reports	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and Daily	OHS Act Compliance Registers: * Scaffolding * Excavations * Formwork & support work * Explosive tools * Temporary electrical Installations	
General Inspections	Monthly	* Fire-fighting equipment * Portable electrical equipment * Ladders	
General Inspections	3 - Monthly	* Lifting tackle * Oxy-acetylene cutting and welding sets * Fall prevention and arrest equipment	
General Inspections	6 - Monthly	* Lifting machines	
Workman's Compensation	Updated Weekly	Table list of Principal Contractors' workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update Weekly	Table a report of all signed up Mandatory's	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NO: ERW202109/TNDR-024

BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF ERWAT OLD LABORATORY BUILDING

Annexure D

Acknowledgement of Receipt of the Health and Safety Specifications:

I, \_\_\_\_\_ representing

\_\_\_\_\_ Contractor

Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that the Contractor and its personnel comply with all obligations / requirements in respect thereof.

_____ Signature of CONTRACTOR	_____ DATE
_____ Signature of CLIENT / CLIENT'S AGENT	_____ DATE

COMMENTS:



PROJECT NO: ERW202109/TNDR-024

BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT AND UPGRADE OF  
ERWAT OLD LABORATORY BUILDING

C4 SITE INFORMATION

1. ERWAT HARTEBEESTFONTEIN WCW

**Location:** Hartebeestfontein Office Park, R25 Bapsfontein Road, Kempton Park

**Co- Ordinates:** 26° 01' 10.99" S                      28° 17' 06.23" E

Altitude above sea level   -            1482m

Summer Conditions

Average Temperature	-	20°C
Maximum Temperature	-	32.6°C
Minimum Temperature	-	14.7°C
Relative Humidity	-	48% - 80%
Wind - Predominantly North Westerly average	-	4.1 m/s

Winter Conditions

Average Temperature	-	10.4°C
Maximum Temperature	-	16.7°C
Minimum Temperature	-	-1.1°C
Relative Humidity	-	28% - 70%

Contractor

Witness 1

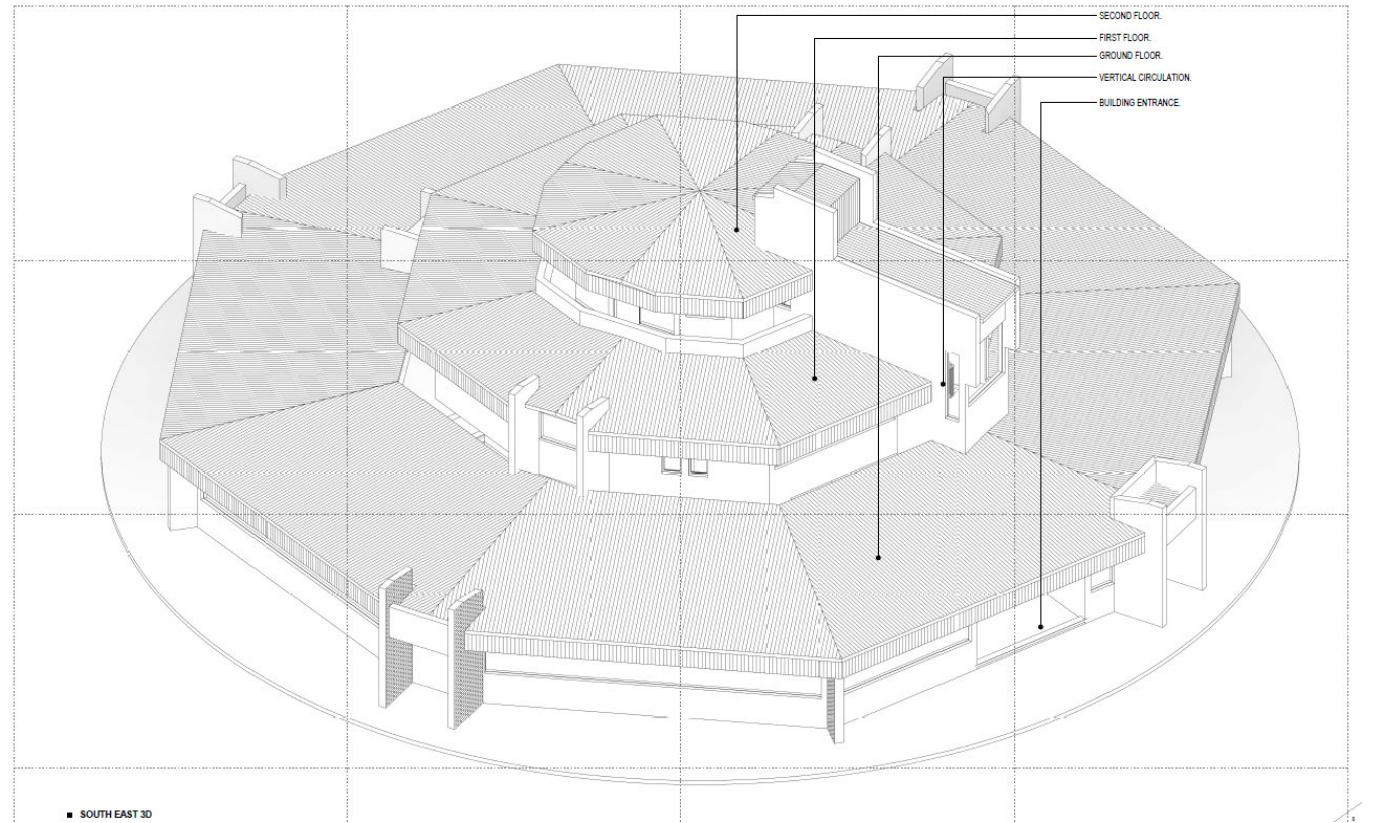
Witness 2

Employer

Witness 1

Witness 2

ARIAL OVERVIEW



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2