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## JOHANNESBURG DEVELOPMENT AGENCY (JDA)

REPAIRS AND FIRE COMPLIANCE WORKS TO THE JOHANNESBURG COMMUNITY LIBRARY

**CONTRACT No.: JDA 19.3.14.B.802554**

**CIDB Grading No.: of 7ME or higher**

**ISSUED BY:**

**Johannesburg Development Agency**

**The Bus Factory  
3 Helen Joseph (formerly President) Street  
Newtown  
2000**

Contact Name: Yandisa Dinga  
Email Address: [ydinga@jda.org.za](mailto:ydinga@jda.org.za)

Or

Contact Name: Thembelihle Mogapi  
Email Address: [Tmogapi@jda.org.za](mailto:Tmogapi@jda.org.za)



**NAME OF TENDERER:** .....

**CIDB REGISTRATION NUMBER:** .....

**CSD SUPPLIER NUMBER:** .....

**COMPANY REGISTRATION NUMBER:** .....

**TAX VERIFICATION PIN:** .....

**NB: A TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX, PLEASE REFER TO  
PART C1 (FORM OF OFFER AND ACCEPTANCE)**

This tender closes at **12h00 on 11 July 2024** at the offices of the Johannesburg Development Agency "The Bus Factory", 3 Helen Joseph (formerly President) Street, Newtown, Johannesburg.

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

*The Johannesburg Development Agency reserves the right to cancel/ not award this tender.*



a world class African city



City of Johannesburg  
Johannesburg Development Agency

No 3 President Street  
The Bus Factory  
Newtown  
Johannesburg, 2000

PO Box 61877  
Marshalltown  
2107

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Fax +27(0) 11 688 7899/63  
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[www.jda.org.za](http://www.jda.org.za)  
[www.ioburg.org.za](http://www.ioburg.org.za)

# TENDER

## PROCUREMENT DOCUMENT FOR BUILDING CONSTRUCTION

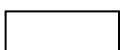
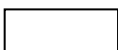
### JBCC Edition **6.2 (MAY 2018)**

REPAIRS AND FIRE COMPLIANCE WORKS TO THE JOHANNESBURG COMMUNITY  
LIBRARY

CONTRACT No.: JDA 19.3.14.B.802554

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED.  
TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY  
ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE  
TENDER DOCUMENT.**

**ALL PAGES OF THE SUBMISSION INCLUDING ATTACHMENTS MUST BE INITIALED AND  
NUMBERED.**



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TO ALL OUR STAKEHOLDERS

**RE: The Channels of Reporting Fraudulent and Corrupt Activities**

The City of Johannesburg has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

Instances of corporate fraud and misconduct remain a constant threat to service delivery. The City of Johannesburg tool a resolution to adopt strategic interventions aimed at combatting fraud and corruption. The City took a decision to centralized the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers.

All people doing business with the Johannesburg Development Agency are encouraged to report any corrupt or illegal practice.

Employees are encouraged to report fraud, waste or other concerns suggestive of dishonest or illegal activities.

**Anyone can report fraudulent and corrupt activities through one of the following channels.**

- Toll free number.....0800 002 587
- Toll free Fax.....0800 007 788
- SMS (charged @ R1.50).....32840
- E-Mail address:.....anticorruption@tip-offs.com
- Website:.....www.tip-off.com
- Free post:.....Free Post, KNZ 138, Umhlanga, 4320



**LET'S JOIN HANDS TO TAKE UP THE FIGHT AGAINST FRAUD AND CORRUPTION IN OUR SOCIETY.**

# JOHANNESBURG DEVELOPMENT AGENCY

CONTRACT NO. : JDA 19.3.14.B.802554

## REPAIRS AND FIRE COMPLIANCE WORKS TO THE JOHANNESBURG COMMUNITY LIBRARY

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**Note:** Documents must be printed and submitted in the colours as stated above

**TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

**ITEMS****CHECKED**

Contractor

Project  
Manager

1.	Correct Tender offer carried forward to the Cover Page and also the Form of Offer and Acceptance in <b>Part C1.1</b>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Tenderer's signature on the offer	<input type="checkbox"/>	<input type="checkbox"/>
3.	Bill of Quantities	<input type="checkbox"/>	<input type="checkbox"/>
i	Bills of Quantities completed in full and in pen	<input type="checkbox"/>	<input type="checkbox"/>
ii	Corrections crossed out and initialled	<input type="checkbox"/>	<input type="checkbox"/>
iii	Each page initialled	<input type="checkbox"/>	<input type="checkbox"/>
4.	Returnable Documents and Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i	Authority to Sign Tender	<input type="checkbox"/>	<input type="checkbox"/>
ii	Declaration of Interest	<input type="checkbox"/>	<input type="checkbox"/>
iii	Record of Addenda to Tender Documents	<input type="checkbox"/>	<input type="checkbox"/>
iv	Banking Details	<input type="checkbox"/>	<input type="checkbox"/>
v	Proposed Amendments and Qualifications (if any)	<input type="checkbox"/>	<input type="checkbox"/>
vi	Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
vii	MBD 5: Declaration for Procurement above R10 million	<input type="checkbox"/>	<input type="checkbox"/>
viii	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	<input type="checkbox"/>	<input type="checkbox"/>
ix	MBD 9: Certificate of Independent Bid Determination	<input type="checkbox"/>	<input type="checkbox"/>
x	Particulars of all Contracts awarded by an Organ of State during the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>
xi	Fulfilment of the Construction Regulations	<input type="checkbox"/>	<input type="checkbox"/>
	Questionnaire on Tenderer's Procedures with respect to OHSA and	<input type="checkbox"/>	<input type="checkbox"/>
xii	Construction Regulations	<input type="checkbox"/>	<input type="checkbox"/>
xiii	Business Declaration	<input type="checkbox"/>	<input type="checkbox"/>
xiv	A copy of a valid Tax Clearance Certificate Tax Pin Number.	<input type="checkbox"/>	<input type="checkbox"/>
xv	Copy of current Municipal Account in the name of the Tenderer or alternatively, in the names of the Directors/Partners of the tendering entity	<input type="checkbox"/>	<input type="checkbox"/>
xvi	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC form (Refer C1.3)	<input type="checkbox"/>	<input type="checkbox"/>
xvii	Proof of CIDB Grading required. In the event of a JV a certificate indicating the combined CIDB grading is required.	<input type="checkbox"/>	<input type="checkbox"/>

xviii	A valid original or certified copy of the B-BBEE status level verification certificate substantiating the B-BBEE rating or an EME must submit a sworn affidavit	<input type="checkbox"/>	<input type="checkbox"/>
xix	Schedule of Recently Completed Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xx	Project Verification Form	<input type="checkbox"/>	<input type="checkbox"/>
xxi	Schedule of Current Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xxii	Schedule of Construction Plant, Equipment and labour	<input type="checkbox"/>	<input type="checkbox"/>
xxiii	Schedule of Proposed Subcontractors	<input type="checkbox"/>	<input type="checkbox"/>
xxiv	Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
xxv	Estimated Monthly Expenditure	<input type="checkbox"/>	<input type="checkbox"/>
xxvi	Methodology Statement	<input type="checkbox"/>	<input type="checkbox"/>
xxvii	Preliminary Construction Programme	<input type="checkbox"/>	<input type="checkbox"/>
xxviii	Labour, Plant and Equipment Histograms	<input type="checkbox"/>	<input type="checkbox"/>
xxix	Audited Financial Statements for past 3 years	<input type="checkbox"/>	<input type="checkbox"/>
xxx	Bank Rating	<input type="checkbox"/>	<input type="checkbox"/>
xxxi	SMME Plan	<input type="checkbox"/>	<input type="checkbox"/>
xxxii	Local Declaration	<input type="checkbox"/>	<input type="checkbox"/>

## PART T1: TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

**CONTRACT No.: JDA 19.3.14.B.802554**

#### **REPAIRS AND FIRE COMPLIANCE WORKS TO THE JOHANNESBURG COMMUNITY LIBRARY**

The Johannesburg Development Agency invites tenders for the Repairs and Fire Compliance Works to the Johannesburg Community Library on **Albertina Sisulu Rd &, Pixley Ka Isaka Seme St, Johannesburg, 2000.**

It is estimated that the tenderers should have a CIDB contractor designation grading of **7ME** or higher (Additional requirement: 4GB Sub-contractor agreement in connection with builders works and 4SF in connection with sprinkler system and fire installation). Joint Ventures are eligible to submit tenders provided they satisfy the criteria stated in the tender data.

Documents can be downloaded from the JDA website: [www.jda.org.za](http://www.jda.org.za) and e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za) by the 27 of June 2024.

Queries relating to the issue of these documents or the project may be addressed to Ms Thembelihle Mogapi on e-mail to: [tmogapi@jda.org.za](mailto:tmogapi@jda.org.za) and any procurement related issues may be addressed to Mr Yandisa Dinga on e-mail to: [ydinga@jda.org.za](mailto:ydinga@jda.org.za).

**A compulsory site clarification meeting will take place on Thursday, 04<sup>th</sup> of July 2024 from 10:00 to 11:30 pm at the Johannesburg Community Library on Albertina Sisulu Rd &, Pixley Ka Isaka Seme St, Johannesburg, 2000.**

**The closing time for receipt of tenders is 12h00 on 11 July 2024.** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tender documents must be submitted at the JDA Tender Box at reception at no.3 Helen Joseph Street, The Bus Factory, Newtown, Johannesburg, 2000.

**Tenders must only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted.** Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The JDA's selection of qualifying tenders will be at the JDA's sole discretion and will be final. The JDA does not bind itself to accept any particular tender. Correspondence will be entered into with the successful tenderer.

**"WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800 002 587"**

**PART T1: TENDERING PROCEDURES****T1.2 TENDER DATA**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No. 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

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 applies.

Clause Number	Clause Heading	Data / Wording
F.1.1	The Employer	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
F.1.2	The Tender	<b>PART T1: TENDERING PROCEDURES</b> <b>T1.1</b> Tender Notice and Invitation to Tender <b>T1.2</b> Tender Data  <b>PART T2: RETURNABLE DOCUMENTS</b> <b>T2.1</b> List of Returnable Documents <b>T2.2</b> Returnable Schedules
	The Contract	<b>PART C1: AGREEMENTS AND CONTRACT DATA</b> <b>C1.1</b> Form of Offer and Acceptance <b>C1.2</b> Contract Data <b>C1.3</b> Construction Guarantee <b>C1.4</b> Occupational Health and Safety Agreement  <b>PART C2: PRICING DATA</b> <b>C2.1</b> Pricing Instructions <b>C2.2</b> Bill of Quantities  <b>PART C3: SCOPE OF WORK</b>  <b>PART C4: SITE INFORMATION</b> <b>PART C5: TENDER DRAWINGS</b>



Clause Number	Clause Heading	Data / Wording
F.1.4	Project Manager	<p>Name: Thembelihle Mogapi</p> <p>Address: No. 3 Helen Joseph Street The Bus Factory Newtown Johannesburg, 2000</p> <p>Tel: 011 688 7851</p> <p>E-mail: tmogapi@jda.org.za</p>
F.2.1	Eligibility	<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, are eligible to have their tenders evaluated.</p> <p>In addition, only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>7ME or higher</b>. Additional requirement: 4GB Sub-contractor agreement in connection with builders works and 4SF in connection with sprinkler system and fire installation.</li> <li>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 an <b>7ME or higher</b>. Additional requirement: 4GB Sub-contractor agreement in connection with builders works and 4SF in connection with sprinkler system and fire installation. class of construction work determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol>
F.2.7	Clarification Meeting	<b>A compulsory site clarification meeting will take place on Friday, 04 July 2024 from 10:00 to 11:30pm at the Johannesburg Community Library on Albertina Sisulu Rd &amp;, Pixley Ka Isaka Seme St, Johannesburg, 2000.</b>
F.2.12	Alternative tender offers	No alternative tender offers will be considered.

Clause Number	Clause Heading	Data / Wording
F.2.13.2		All returnable documents to the employer as defined in F.1.2 of the Tender Data shall be returned in legible writing in non-erasable ink.
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	<b>Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy.</b> Bidders are required to submit a copy of all Bills of Quantities in excel format (Including Mechanical, Electrical and Fire)
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Desk of the Johannesburg Development Agency</p> <p>Physical address: The Bus Factory 3 Helen Joseph St (formerly President St) NEWTOWN JOHANNESBURG</p> <p>Identification details: <i>Tender reference</i> <b>JDA 19.3.14.B.802554</b></p> <p><b>REPAIRS AND FIRE COMPLIANCE WORKS TO THE JOHANNESBURG COMMUNITY LIBRARY</b></p>
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is: <b>12h00 on 11 July 2024.</b>
F.2.16.1	Tender offer validity	The tender offer validity period is 120 days.
F.2.16.3		<p><b>Add the following:</b></p> <p>"Should a tenderer amend or withdraw his or her tender after the closing date and time, but prior to him or her being notified of the acceptance thereof, or should a tenderer after having been notified that his or her tender has been accepted –</p> <ol style="list-style-type: none"> <li>1. give notice of his or her inability to execute the Contract in accordance with his or her tender; or</li> <li>2. fail to sign a contract within the period stipulated in the tender requirements or any extended period determined by the employer; or</li> <li>3. fail to execute the Contract.</li> </ol> <p>he or she shall pay all additional expenses which the employer has to incur in inviting new tenders and pay the difference between his or her tender and any less favourable tender accepted, as well as any</p>

Clause Number	Clause Heading	Data / Wording
		<p>consequential loss which may arise as a result of his/her non-fulfilment of his/her obligations: Provided that the employer may exempt a tenderer from the provisions of this sub-regulation if he is of the opinion that such non-performance is justifiable.</p> <p>When during the above-mentioned circumstances it is not deemed expedient to invite new tenders, the employer may entertain a recommendation for acceptance of a tender from those already received."</p>
F.2.17	Clarification of tender after submission	<p><b>Add the following:</b></p> <p>"The tenderer is to provide clarification with regards to a request for clarification from the employer, within 48 hours of the employer making the request, failing which, the tender offer will be considered non-responsive."</p>
F.2.18		The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20	Letter of Intent	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.
F.2.23	Certificates	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li>a) A copy of a valid Tax Pin Number.</li> <li>b) Tenderers must submit their valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) <b>The copy must bear an original stamp.</b></li> <li>c) Documents and Schedules listed in Part T2.</li> </ul>
F.3.4	Opening of tender submissions	Tenders will be opened immediately after the closing time at <b>12h00 on 11 July 2024</b>
F.3.11.3	Evaluation of Tender Offers	<p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences) having completed a technical evaluation.</p> <p>The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's preference points. These</p>

Clause Number	Clause Heading	Data / Wording																																
		<p>scores are combined to determine an overall score for the tender. The tenderer with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows.</p> <p>For tenders below R50 million</p> <ul style="list-style-type: none"><li>80 points are assigned to price</li><li>Up to 20 points are assigned to Preference Points</li></ul> <p>For tenders of R50 million and above:</p> <ul style="list-style-type: none"><li>90 points are assigned to price</li><li>Up to 10 points are assigned to Preference Points</li></ul> <p>Points scored will be rounded off to the nearest 2 decimal places.</p> <p>Technical Evaluation Criteria</p> <p>The below table is evaluating the criteria that bidders must adhere to prior to them being considered for price and preference scores. A minimum of <b>145 point out of 180</b> is required.</p> <table><tr><th>Variable</th><th>Total Points</th><th>Criteria</th><th>Description of criteria</th><th>Points</th></tr><tr><td>(A1) SMME Plan</td><td>15</td><td>Detailed SMME Plan (Project Specific) concentrating on the following:  1. Quality assurance and control procedures. 2. Clear organisational structure for support and managing of SMMEs (and SMME labourers), includes roles and responsibility of the SMME supervisor, site agent and office staff. 3. Detailed methodology of how contracts, payments and financial assistance to SMMEs will be managed.</td><td>Points will be allocated as per the criteria</td><td>3 items addressed: 15  2 items addressed: 10  1 items addressed: 5</td></tr><tr><td>A2) Membership</td><td>5</td><td>Any one of the personnel listed below should have membership of the South African Institute of Refrigeration and Air-conditioning</td><td>Full membership with the South African Institute of Refrigeration and Air-conditioning</td><td>5</td></tr><tr><td rowspan="5">(B) Company Experience and Track record on Mechanical Building Services Works (i.e Fire Protection &amp; HVAC, with a minimum value of R20 million. These include projects related to construction of schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls.</td><td rowspan="5">100</td><td>Five (5) or more Projects competed</td><td rowspan="5">Points will only be allocated for building works projects completed with the minimum contract sum of R20 million within the past five years. The demonstrated experience must be accompanied by reference letters indicating rated / satisfactory performance.</td><td>100</td></tr><tr><td>Four (4) Projects completed</td><td>80</td></tr><tr><td>Three (3) Project completed</td><td>60</td></tr><tr><td>Two (2) Project completed</td><td>40</td></tr><tr><td>One (1) Project completed</td><td>20</td></tr></table>					Variable	Total Points	Criteria	Description of criteria	Points	(A1) SMME Plan	15	Detailed SMME Plan (Project Specific) concentrating on the following:  1. Quality assurance and control procedures. 2. Clear organisational structure for support and managing of SMMEs (and SMME labourers), includes roles and responsibility of the SMME supervisor, site agent and office staff. 3. Detailed methodology of how contracts, payments and financial assistance to SMMEs will be managed.	Points will be allocated as per the criteria	3 items addressed: 15  2 items addressed: 10  1 items addressed: 5	A2) Membership	5	Any one of the personnel listed below should have membership of the South African Institute of Refrigeration and Air-conditioning	Full membership with the South African Institute of Refrigeration and Air-conditioning	5	(B) Company Experience and Track record on Mechanical Building Services Works (i.e Fire Protection & HVAC, with a minimum value of R20 million. These include projects related to construction of schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls.	100	Five (5) or more Projects competed	Points will only be allocated for building works projects completed with the minimum contract sum of R20 million within the past five years. The demonstrated experience must be accompanied by reference letters indicating rated / satisfactory performance.	100	Four (4) Projects completed	80	Three (3) Project completed	60	Two (2) Project completed	40	One (1) Project completed	20
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Clause Number	Clause Heading	Data / Wording				
		fire station, sports hubs etc.			This letter must be on a Client letterhead with Client Representative (not consultants) telephonic and email details for verification by the JDA.  Completion certificates and appointment letters will not afford bidders points.	
	(C) Experience of proposed key personnel.  (Copies of qualifications are required for Contracts Manager, Site Agent, Site Engineers and OHS officer)	60		Contracts Manager: a minimum of a National Diploma and 10 years' experience as Contracts Manager. The CV should state the minimum value of R 20 million of works executed in building related projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, sports hubs etc. ) and registered as a Professional Construction Manager (Pr. CM) with the SACPCMP	Points will only be allocated for experience on building projects of the proposed key person.	20
				Site Agent: Site Agent with minimum 10 years of experience as a Site Agent. The CV should state the minimum value of R 20 million of works on major building works projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, sports hubs etc. ), with minimum qualification of a BTech in the Built Environment		10
				Site Engineers i.e. Electrical, Mechanical & Fire: Site Engineer with minimum 8 years of experience as a Site Engineer. The CV should state the minimum value of R 20 million of works. on major building works projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, sports hubs etc. ), with minimum qualification of a National Diploma.		5
				SMME Supervisor with minimum 8 years of experience in construction supervisory roles in building projects. The CV should state the minimum value of R 20 million of works		5

Clause Number	Clause Heading	Data / Wording															
				OHS officer: 10 years' experience as construction health and safety officer and has experience in major building works projects (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, sports hubs etc.). Registered with SACPCMP as Construction Health and Construction Health and Safety Officer or equivalent. The CV should state the minimum value of R 20 million of works	10												
				General Foreman: General Foreman with minimum 10 years of experience as a General Foreman in Mechanical, Electrical, Fire projects. The CV should state the minimum value of R 20 million of works (schools, clinics, public transport facilities, multi-purpose centres, libraries, community halls, fire station, sports hubs etc.)	10												
<p>The tenderers bidding for <b>GRADE 7 ME</b> or higher will be required to achieve a minimum score of 145 points (80%) in the technical evaluation out of a possible 180 points in order to be considered further in the evaluation process.</p>																	
<p>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</p> <p>Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.</p> <table><tr><th>SPECIFIC GOAL 1: HDI</th><th>MEANS OF VERIFICATION</th><th>80/20</th><th>90/10</th></tr><tr><td>Business owned by 51% or more - Black People</td><td>CSD, Valid BBBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder's certificate.</td><td>5</td><td>2</td></tr><tr><td>Business owned by 51% or more — Women</td><td>CSD, ID copy of owner/s of the business and Shareholder's certificate.</td><td>5</td><td>3</td></tr></table>						SPECIFIC GOAL 1: HDI	MEANS OF VERIFICATION	80/20	90/10	Business owned by 51% or more - Black People	CSD, Valid BBBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder's certificate.	5	2	Business owned by 51% or more — Women	CSD, ID copy of owner/s of the business and Shareholder's certificate.	5	3
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Business owned by 51% or more — Women	CSD, ID copy of owner/s of the business and Shareholder's certificate.	5	3														

Clause Number	Clause Heading	Data / Wording															
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		<p>The 90/10 price/preference points system will be applied to the evaluation of responsive tenders up to and 10 including a Rand value of above R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.</p> <p>Price shall be scored as follows:</p> <p><math display="block">Ps = 90 \times (1 - (Pt - Pmin))</math></p> <p>Pmin</p> <p>Where: Ps is the number of points scored for price;</p> <p>Pt is the price of the tender under consideration;</p> <p>Pmin is the price of the lowest responsive tender.</p> <p>Preference points shall be based on the Specific Goal as per below:</p> <p>TABLE 1:AWARD ABOVE 50M (VAT INCLUSIVE)</p> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (90/10 system) (To be completed by the organ of state)</th><th>Number of points claimed (90/10 system) (To be completed by the tenderer)</th><th>Evidence</th></tr><tr><td>Race – people who are Black, Coloured or Indian (ownership)* More than 51% black ownership</td><td>2</td><td></td><td><ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul></td></tr><tr><td>Gender are women (ownership)* More than 51% women ownership</td><td>3</td><td></td><td><ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul></td></tr></table>				The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Evidence	Race – people who are Black, Coloured or Indian (ownership)* More than 51% black ownership	2		<ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul>	Gender are women (ownership)* More than 51% women ownership	3		<ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul>
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Clause Number	Clause Heading	Data / Wording			
		Enterprises located within the City of Johannesburg Metropolitan Municipality	5		<ul style="list-style-type: none"> <li>• Proof of municipal account or</li> <li>• Letter from the Ward Council confirming business address</li> </ul>
		Total Points	10		Failure to attach evidence will lead to scoring zero points
		<p>Having completed a technical evaluation, the procedure for the evaluation of technically qualifying tenders is Method 2 (Price and Preferences). The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's preference points. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows:</p> <p>For tenders above R50 million</p> <ul style="list-style-type: none"> <li>• 90 points are assigned to price</li> <li>• Up to 10 points are assigned to BBBEE status per the table under item</li> </ul> <p>Points scored will be rounded off to the nearest 2 decimal places</p> <p>Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</p> <p>Notes:</p> <p>8.3.1.1 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).</p> <p>8.3.1.4 The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and are in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>8.3.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>8.3.1.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p>			



Clause Number	Clause Heading	Data / Wording
		<p>8.3.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.</p> <p>8.3.1.8 A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.</p> <p>8.3.1.9 No tender will be awarded to a bidder whose tax matters are not in order with SARS.</p> <p>8.3.1.10 No tender will be awarded to a bidder who is not registered on CSD.</p> <p>8.3.2 <u>Formula for scoring tender price</u>  The following formula will be used to calculate the points for price.  <math display="block">Ps = X [1 - \frac{(Pt - Pmin)}{Pmin}]</math>  Where  Ps = Points scored for comparative price of tender under consideration  Pt = Comparative price of tender under consideration  Pmin = Comparative price of lowest acceptable tender  X = Points assigned to price</p> <p>8.3.3 <u>The total preference points for a tender are calculated with the formula</u>  <math display="block">PP = Ps + Pbee</math> Where  PP is the total number of preference points scored by the tenderer  Ps is the points scored for the comparative price of the tenderer, and  Pbee is the number of points awarded to the tenderer based on his certified B-BBEE status level.</p> <p><b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b></p> <p>The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and 20 including a Rand value of up to R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.</p> <p>Price shall be scored as follows:</p> $Ps = 80 \times (1 - \frac{(Pt - Pmin)}{Pmin})$ Where: Ps is the number of points scored for price; Pt is the price of the tender under consideration; Pmin is the price of the lowest responsive tender. <p>Preference points shall be based on the Specific Goal as per below:</p>

Clause Number	Clause Heading	Data / Wording																				
		<p>TABLE 2: AWARD UP TO 50M (VAT INCLUSIVE)</p> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th><th>Evidence</th></tr><tr><td>Race – people who are Black, Coloured or Indian (ownership)* More than 51% black ownership</td><td>5</td><td></td><td><ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul></td></tr><tr><td>Gender are women (ownership)* More than 51% women ownership</td><td>5</td><td></td><td><ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul></td></tr><tr><td>Enterprises located within the City of Johannesburg Metropolitan Municipality</td><td>10</td><td></td><td><ul style="list-style-type: none"><li>• Proof of municipal account or</li><li>• Letter from the Ward Council confirming business address</li></ul></td></tr><tr><td>Total Points</td><td>20</td><td></td><td>Failure to attach evidence will lead to scoring zero points</td></tr></table> <p>Having completed a technical evaluation, the procedure for the evaluation of technically qualifying tenders is Method 2 (Price and Preferences). The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's preference points. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows:</p> <p>For tenders up to R50 million</p> <ul style="list-style-type: none"><li>• 80 points are assigned to price</li><li>• Up to 20 points are assigned to BBBEE status per the table under item</li></ul>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence	Race – people who are Black, Coloured or Indian (ownership)* More than 51% black ownership	5		<ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul>	Gender are women (ownership)* More than 51% women ownership	5		<ul style="list-style-type: none"><li>• B-BBEE certificate or QSE/EME Affidavit;</li><li>• CIPC</li><li>• Certified ID</li><li>• CSD report</li></ul>	Enterprises located within the City of Johannesburg Metropolitan Municipality	10		<ul style="list-style-type: none"><li>• Proof of municipal account or</li><li>• Letter from the Ward Council confirming business address</li></ul>	Total Points	20		Failure to attach evidence will lead to scoring zero points
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		<p>Points scored will be rounded off to the nearest 2 decimal places</p> <p>Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</p> <p>Notes:</p> <p>8.3.1.1 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).</p> <p>8.3.1.4 The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and are in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>8.3.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>8.3.1.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p> <p>8.3.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.</p> <p>8.3.1.8 A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.</p> <p>8.3.1.9 No tender will be awarded to a bidder whose tax matters are not in order with SARS.</p> <p>8.3.1.10 No tender will be awarded to a bidder who is not registered on CSD.</p> <p>8.3.2 <u>Formula for scoring tender price.</u> The following formula will be used to calculate the points for price.  <math display="block">P_s = X [1 - \frac{(P_t - P_{min})}{P_{min}}]</math> Where  <math>P_s</math> = Points scored for comparative price of tender under consideration  <math>P_t</math> = Comparative price of tender under consideration  <math>P_{min}</math> = Comparative price of lowest acceptable tender  <math>X</math> = Points assigned to price</p>

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		<div>8.3.3 <u>The total preference points for a tender are calculated with the formula.</u></div> <div>PP = Ps + Pbee Where PP is the total number of preference points scored by the tenderer. Ps is the points scored for the comparative price of the tenderer, and Pbee is the number of points awarded to the tenderer based on his certified B-BBEE status level.</div> <div>OBJECTIVE CRITERIA / RISK TOLERANCE</div> <div>A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated below, in other words whether it falls within the ambit of the Risk Tolerance Framework as acceptable.</div> <div>The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors/Service Providers in terms of the number of contracts awarded to a single Contractor/service provider or the total value of contracts awarded to a single contractor/service provider in a particular year, financial capability to undertake the project such as working capital required, poor performance on previous projects, available resources for the project, unduly high or unduly low tendered rates, significant arithmetical errors and omissions in the tender offer</div> <div>The above will be evaluated as follows:</div> <div><b>Working capital requirements, the contractor must have working capital that is in line with the CIDB requirements, this can be any of the following:</b></div> <div><ul style="list-style-type: none"><li>• Cash and cash equivalent in the bank</li><li>• Short term investments</li><li>• Short term Credit facilities from a bank or a registered credit provider on JDA database</li></ul></div> <div><b>Contractors with CIDB grading 2-9, are required to have working capital as follows:</b></div> <div><table><tr><td>Grade 2 -</td><td>N/A</td></tr><tr><td>Grade 3 -</td><td>R100 000</td></tr><tr><td>Grade 4 -</td><td>R200 000</td></tr><tr><td>Grade 5 -</td><td>R650 000</td></tr><tr><td>Grade 6 -</td><td>R1 300 000</td></tr><tr><td>Grade 7 -</td><td>R4 000 000</td></tr><tr><td>Grade 8 -</td><td>R13 000 000</td></tr><tr><td>Grade 9 -</td><td>R40 000 000</td></tr></table></div> <div>3 Months Bank Statements must be submitted for the JDA to verify the above.</div> <div><b>Unduly low and unduly high offers will be determined as follows:</b></div> <div>The Engineers estimate will be used together with the median of the offers received</div>	Grade 2 -	N/A	Grade 3 -	R100 000	Grade 4 -	R200 000	Grade 5 -	R650 000	Grade 6 -	R1 300 000	Grade 7 -	R4 000 000	Grade 8 -	R13 000 000	Grade 9 -	R40 000 000
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Grade 8 -	R13 000 000																	
Grade 9 -	R40 000 000																	

Clause Number	Clause Heading	Data / Wording
		<ul style="list-style-type: none"> <li>• Significantly lower (more than 10%) lower than professional estimate (QS/Engineer; and</li> <li>• Below the median offers received by 10%</li> <li>• Significantly higher (more than 15%) higher than professional estimate (QS/Engineer); and/or</li> <li>• Significantly higher than budget allocated</li> <li>• Bill of quantities calculation error or aggregation error which is 5% or higher relative to overall offer</li> <li>• The greater of R80 million or four contracts/projects within a particular financial year or</li> <li>• The greater of R120 million or six contracts/projects over two financial years (current year and proceeding financial year)</li> </ul> <p>Bidders are required to submit a Draft Guarantee 10% of offer amount (fixed not variable)</p> <p><b>JDA reserves the right to reject the bid if the bidder fails to demonstrate that:</b></p> <ul style="list-style-type: none"> <li>• they have the required 20% working capital,</li> <li>• if the offer is unduly high or unduly low,</li> <li>• significant errors in Bill of Quantities,</li> <li>• draft guarantee not provided and,</li> <li>• number of current projects are in excess of what is stated above</li> </ul> <p>JDA reserves the right to award a contract to a bidder who has exceeded the threshold in terms of number of contracts as stated above.</p> <p>Shortlisted bidders may be requested to attend interviews should there be any need for clarity.</p> <p>Unsuccessful bidders will have the opportunity to query the award or decision within 14 days from the day of notification.</p> <p>Bidders are to note that JDA does not bind itself to accept the lowest priced bid.</p>
	<b>Disqualification Criteria</b>	<p><b>BIDDERS WILL BE DISQUALIFIED FOR:</b></p> <ul style="list-style-type: none"> <li>• Failure to complete and sign the Offer page;</li> <li>• Failure to complete and submit a Priced Bill of Quantities in full;</li> <li>• Failure to duly complete Form A3 (where required) that includes for any addenda that may have been issued where such addenda has a material effect on the price;</li> <li>• Termination during the last five (5) years on previous contracts with the JDA or any other organ of state after written notice was given to that bidder;</li> <li>• Service providers will be scored zero (0) for failure to claim, complete and attach evidence for preferential procurement preference</li> <li>• Completing the tender document in pencil;</li> <li>• Submitting a bid after the closing date and time.</li> <li>• Failure to attend the compulsory site briefing session.</li> </ul>

Clause Number	Clause Heading	Data / Wording
		<ul style="list-style-type: none"> <li>• Failure to correctly carry forward any and all totals/amounts from their priced Bill of Quantities to the Final Summary and Offer pages.</li> <li>• Failure to be registered and active with CIDB in the relevant grading.</li> <li>• Failure to complete MBD 6.2 form and annexure C</li> </ul>
<b>F.3.13</b>	<b>Conditions of contract award</b>	<p>Contracts will only be awarded if:</p> <ol style="list-style-type: none"> <li>A copy of a valid Tax Compliance Status letter. No tender will be awarded to a bidder whose tax matters are not in order with the South African Revenue Service (SARS) at the time of award.</li> <li>the tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document;</li> <li>The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority/municipality.</li> <li>No tender will be awarded to a bidder not registered on the National Treasury Central Supplier Database (CSD).</li> <li>Contracts Manager &amp; OHS officer must be registered with SACPCMP at the time of award.</li> </ol> <p>No tender will be awarded to a bidder who does not have a valid COIDA Letter of Good Standing.</p>
<b>F.3.18</b>	<b>Number of Paper Copies</b>	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

Clause Number	Clause Heading	Data / Wording

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 Returnable Documents and Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender
- Form A2:** Declaration of Interest
- Form A3:** Record of Addenda to Tender Documents
- Form A4:** Banking Details
- Form A5:** Proposed Amendments and Qualifications (if any)
- Form A6:** Certificate of Authority for Targeted Enterprise Partners/Subcontractors
- Form A7:** MBD9 Certificate of Independent Bid Determination
- Form A8:** Particulars of any contracts awarded by an organ of state during the last 5 years
- Form A9:** Fulfilment of the Construction Regulations
- Form A10:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
- Form A11:** Business Declaration
- Form A12:** A copy of a valid Tax Pin Number
- Form A13:** Copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity
- Form A14:** Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3)
- Form A15:** MBD5 Declaration for Procurement above R10 million (Vat Included)
- Form A16:** MBD8 Declaration of Bidders Past Supply Chain Management Practices
- Form A17:** Declaration of State of Municipal Accounts
- Form B1:** Proof of CIDB Grading
- Form B2:** A valid original or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
- Form B3:** Schedule of Recently Completed Contracts
- Form B4:** Schedule of Current Contracts
- Form B5:** Schedule of Construction Plant, Equipment and Labour
- Form B6:** Schedule of Proposed Subcontractors
- Form B7:** Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B8:** Estimated Monthly Expenditure
- Form B9:** Methodology Statement
- Form B10:** Preliminary Construction Programme
- Form B11:** Labour, Plant and Equipment Histograms
- Form B12:** Audited Financial Statements for past three (3) years
- Form B13:** Bank Rating
- Form B14:** SMME Plan
- Form B15:** Bills of Quantities
- Form B16:** Local Declaration form
- Form B17:** Popi Act Consent form
- Form B18:** COIDA letter of good standing



T2.1.2 Other Documents that will be incorporated into the contract

- Form of Offer and Acceptance
- Contract Data
- Priced Bill of Quantities
- Occupational Health and Safety Agreement (C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 (C1.5)
- Approved Construction Programme

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**FORM A1: Authority to Sign Tender**

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
  - authority for signatory,
  - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
  - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A2: Declaration of Interest**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder):  
.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**  
If yes, furnish particulars.....  
.....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**  
If yes, furnish particulars.....  
.....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**  
If yes, furnish particulars.....  
.....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**  
If yes, furnish particulars.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**  
 If yes, furnish particulars.....  
 .....

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

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

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

## 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

.....  
 Position

.....  
 Name of Bidder

.....  
 Date

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

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

\*\* "Stakeholder" 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.

**FORM A3: Record of Addenda to Tender Documents**

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

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....  
**Signature**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**Date**

**FORM A4: Banking Details**

I/We hereby authorise the Employer to approach the following bank for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	
Fax Number	
Account Number	

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**



**FORM A6: Certificate of Authority for Targeted Enterprise Partners/Subcontractors**

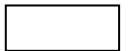
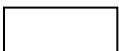
We, the undersigned, are submitting this tender offer jointly with the following Targeted Enterprise Partners/Subcontractors and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and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

NAME OF FIRM	PERCENTAGE PARTICIPATION	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner			Signature:
			Name:
CIDB registration no: .....			Designation:
Partner			Signature:
			Name:
CIDB registration no: .....			Designation:
Partner			Signature:
			Name:
CIDB registration no: .....			Designation:

.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

JDA JBCC





**FORM A7: Certificate of Independent Bid Determination**

I, the undersigned, in submitting the accompanying bid:

---

**(JOHANNESBURG DEVELOPMENT AGENCY (JDA) CONTRACT No. : JDA  
19.3.14.B.802554**

**Repairs of the Johannesburg Community Library)**

in response to the invitation for the bid made by:

**JOHANNESBURG DEVELOPMENT AGENCY**

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

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

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

- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

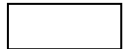
.....  
Position

.....  
Name of Bidder

**FORM A8: Particulars of all Contracts awarded by an Organ of State during the last 5 years**

(In the event of insufficient space, kindly attach documentation)

EMPLOYER	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION



**FORM A8 (Continued)**

EMPLOYER	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**Organ of State means-**

- a) a national or provincial department;
- b) a municipality;
- c) a constitutional institution defined in the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- d) Parliament;
- e) a provincial legislature;
- f) any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the [Minister](#) by notice in the *Government Gazette* as an institution or category of institutions to which [this Act](#) applies;

**FORM A9: Fulfilment of the Construction Regulations, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

<b>YES</b>	
<b>NO</b>	

2. Proposed approach to achieve compliance with the Regulations

(Tick)

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

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

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

4. Provide details of proposed training (if any) that will be undergone:

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

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

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

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

(Tick)

YES	
NO	

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A10: Questionnaire on Tenderer's Procedures with respect to the Occupational Health and Safety Act (OHACT) and Construction Regulations.**

1. Name of the employee to be appointed as Construction Manager [Construction Regulation 8 (1)]  
.....
2. Name of the employee to be appointed as Construction Supervisor [Construction Regulation 8 (7)]  
.....
3. Names of the competent employees to assist the Construction Supervisor [Construction Regulation 8 (8)]  
.....  
.....
4. Name of the person to be appointed to conduct base line and ongoing risk assessments [Construction Regulation 9 (1)]  
.....
5. Name of competent person to be appointed as occupational health and safety officer [Construction Regulation 8 (6)]  
.....
6. Will the employees to be appointed on the project be in possession of proof of health and safety induction training that will address the project specific risks and exposures [Construction Regulation 9 (1) (a)]? ..... Yes / No.  
If no, what are the tenderer's proposals for such training? .....  
.....
7. Are the tenderer's tools, plant and equipment tested and inspected regularly i.e. daily for vehicles and equipment and at least weekly for other tools and hand tools in terms of safety compliance? ..... Yes/No  
If no, what are the tenderer's proposals for such testing? .....  
.....
8. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment? ..... Yes/No  
If no, what are the tenderer's proposals for such designation?  
.....  
.....

9. What other measures will the tenderer take to comply with the OHSACT and the Construction Regulations?.....Yes/No

If no, what are the tenderer's proposals to comply with this requirement?

.....  
.....

9. Is the tenderer registered and in good standing with the Compensation Commissioner or duly approved compensation insurer?.....Yes/No

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**



**FORM A11: Business Declaration**

Tender/RFP Number : .....

Tender/RFP Description : .....

Name of Company : .....

Postal Address : .....

Physical Address : .....

Telephone : .....

Fax : .....

Contact Person : .....

Cell Phone Number : .....

E-Mail Address : .....

Company/enterprise Income

Tax Reference Number \*\* : .....

(Insert personal income tax number if a one-person business and personal income tax numbers of all partners if a partnership)

VAT Registration Number : .....

Company Registration Number: .....

1. Type of Firm

- ☐ Partnership
- ☐ One-person business/sole trader
- ☐ Close corporation
- ☐ Public company
- ☐ Private company

(Tick One Box)

2. Principal Business Activities

.....

.....

3. Total number of years the firm has been in business: .....

4. Detail all trade associations/professional bodies in which you have membership.

.....

.....

5. Did the firm exist under a previous name?

☐ Yes

☐ No

(Tick one box)

If yes, what was its previous name.....

6. How many permanent staff members are employed by the firm?

Full Time: .....

Part Time: .....

7. What is the enterprise's latest annual turnover (excl. VAT): R.....

8. List the personnel or firms who provide the following services:

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

#### BANK DETAILS

I/We hereby request and authorize you to pay any amounts which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB Electronic Fund Transfer Service" and

I/We also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher.

This authority may be cancelled by me/us giving 30 days' notice in writing.

BANK: .....

BRANCH: .....

BRANCH CODE: .....

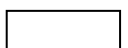
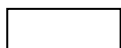
ACCOUNT NUMBER: .....

ACCOUNT HOLDER: .....

TYPE OF ACCOUNT: .....

**PLEASE INCLUDE ORIGINAL SIGNED AND STAMPED LETTER FROM THE BANK CONFIRMING THE COMPANY'S BANKING DETAILS, PHOTOSTAT COPIES AND LETTERS BEARING ELECTRONIC SIGNATURES WILL NOT BE ACCEPTABLE.**

JDA JBCC



The undersigned, who warrants that he/she is duly authorised to do so on behalf of the company, affirms that the information furnished in response to this request for proposal is true and correct:

**SIGNATURE** : .....

**NAME IN FULL** : .....

**CAPACITY** : .....

**DULY AUTHORIZED TO SIGN ON BEHALF OF:** .....

**DATE** : .....

**FORM A12: A copy of a valid Tax Pin Number.**

The tenderer shall include as an attachment to their submission a copy of a valid Tax Pin Number which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A13: Municipal Accounts**

The tenderer shall include as an attachment to their submission a copy of the current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity.

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A14: Letter of Intent**

The tenderer shall include as an attachment to their submission a Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3).

A fixed performance guarantee must be submitted 14 days from date of commencement as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.

The following conditions for the Guarantee shall apply:

Guarantors must be licensed by the Registrar of Financial Services Providers in terms of the Financial Advisory and Intermediary Services Act of 2002 (No. 37). Guarantees must be either insurance-backed or cash-backed. For insurance-backed guarantees, the guarantor must submit written confirmation from an underwriting management agency authorised to underwrite on behalf of an insurer or insurer registered with the Registrar of Short-Term Insurance in terms of the Short-Term Insurance Act of 1998 (No.53). For cash-backed guarantees, the guarantor must submit written confirmation from a bank registered with the Registrar of Banks in terms of the Banks Act of 1990 (No. 94). Guarantees issued by National Credit Providers as defined in, and regulated by, the National Credit Act of 2005 (No. 34) will not be accepted”.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM A15: Declaration for Procurement above R10 million (MBD 5)**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

**YES / NO**

.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

**YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

3. Has any contract been awarded to you by an organ of the state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?  
YES / NO

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10 or 80/20 preference** point system.
- b) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where both the 90/10 and 80/20 preference point systems are applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

**TABLE 3: AWARD ABOVE 50M (VAT INCLUSIVE)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Race – people who are Black, Coloured or Indian (ownership)* More than 51% black ownership	2	
Gender are women (ownership)* More than 51% women ownership	3	
Enterprises located within the City of Johannesburg Metropolitan Municipality	5	

TABLE 4: AWARD UP TO 50M (VAT INCLUSIVE)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race – people who are Black, Coloured or Indian (ownership)* More than 51% black ownership	5	
Gender are women (ownership)* More than 51% women ownership	5	
Enterprises located within the City of Johannesburg Metropolitan Municipality	10	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One-person business/sole propriety  
☐ Close corporation  
☐ Public Company  
☐ Personal Liability Company  
☐ (Pty) Limited  
☐ Non-Profit Company  
☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;  
 iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**FORM A16: Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....

.....

Position

Name of Bidder

**FORM A17: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

A Any bid will be rejected if:  
Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

i. Name of bidder:

.....

ii. Registration Number:

.....

iii. Municipality where business is situated

.....

iv. Municipal account number for rates:

.....

v. Municipal account number for water and electricity:

.....

vi. Names of all directors, their ID numbers and municipal account number.

1.

.....

2.

.....

3.

.....



4.

.....

5.

.....

6.

.....

7.

.....

**C Documents to be attached.**

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

---

**Signature**

---

**Date**

**FORM B1: CIDB Grading**

The tenderer shall include as an attachment to their submission the proof of CIDB gradings.

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B2: B-BBEE Certificate**

The tenderer shall include as an attachment to their submission a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating. An EME must submit a sworn affidavit confirming the following:

- Annual Turnover Revenue of R10 million or less; and
- Level of Black ownership
- Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B3: Schedule of Recently Completed Contracts**

The Tenderer shall list below five Building works contracts of a **similar nature** completed by the Tenderer in the past five years. Similar nature refers to Mechanical Building Services works projects, i.e. Electrical, Fire and HVAC with a minimum value of R20m. This form is to be completed and submitted together with reference letters from the employer on their letterhead for each of the projects listed.

This information is material to the award of the Contract.

**(In the event of insufficient space, attach supplementary documentation)**

EMPLOYER (Name, Tel No and Fax No)	PRINCIPAL AGENT (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

.....  
**Signature**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**Date**

JDA JBCC

**FORM B4: Schedule of Current Contracts**

The Tenderer shall list below the contracts not yet completed. This information is material to the award of the Contract.

**(In the event of insufficient space, attach supplementary documentation)**

EMPLOYER (Name, Tel No and Fax No)	LOCATION	NATURE OF WORK	VALUE OF WORK	EXPECTED DATE OF COMPLETION

.....  
**Signature**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**Date**

**FORM B5: Schedule of Construction Plant & Equipment**

The following are lists of Construction Plant and Equipment that I/We presently own or lease and will have available for this contract if my / our tender is accepted.

- (a) **Details of Equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION	QUANTITY	YEAR ACQUIRED

*Attach additional information in a supplementary document*

- (b) **Details of Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

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

*Attach additional information in a supplementary document*

.....  
**Signature**

(of person authorised to sign on behalf of the Tenderer)

.....  
**Date**

JDA JBCC

### FORM B6: Schedule of Proposed Sub-Contractors

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract. Tenderers are to provide details of their subcontractors for the following trades: **All Trades.**

[illegible]

**Signature**

(of person authorised to sign on behalf of the Tenderer)

Date \_\_\_\_\_

JDA JBCC

**FORM B7: Proposed Key Personnel**

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held. **Should the tenderer wish to replace any key personnel post appointment, the new proposed personnel should have the same or higher qualifications as those submitted at tender. Furthermore, the new replacement key personnel should be approved by the Johannesburg Development Agency.**

LOCATION	DESIGNATION	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
HEAD OFFICE	Contracts manager		
SITE OFFICE	Site Agent		
	Site Engineers i.e. Electrical, Fire & Mechanical		
	General Foreman		
	Health and Safety Officer		
	SMME Supervisor		

**NOTE: Detailed Curriculum Vitae of proposed candidates are to be separately provided. Said CV's MUST indicate qualifications (proof of which is to be attached), number of years' experience, and the nature and value of projects completed including the role performed on said projects.**

.....  
**Signature**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**Date**

JDA JBCC



**FORM B8: Estimated Monthly Expenditure**

The Tenderer shall state below the estimated value of work to be completed every month based on his preliminary programme of 10 months inclusive of 15 days of adverse weather conditions and his tendered unit rates.

**\* The amounts for contingencies must not be included.**

MONTH	VALUE *
1	R.....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R .....
	COMPLETION OF CONTRACT
TOTAL	R .....

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B9: Methodology Statement**

The tenderer shall include as an attachment to their submission the detailed Methodology Statement for the works.

The methodology must demonstrate how the contractor intends to sequence the works. The manner in which the contractor intends to allocate resources must be clearly spelt out. When assessing the methodology, congruency with the project schedule will also be examined.

.....  
.....  
**SIGNATURE**  
*(of person authorised to sign on behalf of the Tenderer)*

**DATE**

**FORM B10: Preliminary Construction Programme**

The tenderer shall include as an attachment to their submission the preliminary Construction Programme for the works.

.....  
**SIGNATURE** **DATE**  
*(of person authorised to sign on behalf of the Tenderer)*

**FORM B11: Labour, Plant and Equipment Histograms**

The tenderer shall include as an attachment to their submission the labour, plant and equipment histograms for the works.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B12: Financial Statements**

The tenderer shall include as an attachment to their submission the Audited Financial Statements for the past three years.

.....  
**SIGNATURE** **DATE**  
*(of person authorised to sign on behalf of the Tenderer)*

**FORM B13: Bank Rating and Bank Statement**

The tenderer shall include as an attachment to their submission a letter from the bank and 3 months bank statements at which he declares he conducts his account. The contents of the bank’s letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender.

In the event of a joint venture each member shall comply with the above requirement.

.....  
**SIGNATURE**

*(of person authorised to sign on behalf of the Tenderer)*

.....  
**DATE**

**FORM B14: SMME Plan**

The tenderer shall include as an attachment to their submission a detailed SMME plan indicating how the SMME requirements will be achieved, as detailed in Part C3: Scope of Works. The SMME Plan must clarify the manner in which the bidder intends to manage, support and empower local SMME's contractors.

The SMME plan must detail (i) how quality will be controlled, (ii) how the scope of works will be scheduled (programme), (iii) how will skills be transferred, and (iv) how will reporting to the client be done (content of reports, frequency etc.) and (v) a comprehensive list of all bill items which are to be allocated to SMME's ranging from 15% - 20% of the works subject to engineers approval and in accordance with technical requirements.

**It is to be specifically noted that the rates for items of work to be executed by SMME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e. materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates.**

.....  
**SIGNATURE** **DATE**  
*(of person authorised to sign on behalf of the Tenderer)*

**FORM B15: Bills of Quantities (Refer C2.2)**

The BoQ pages in white (see C2.2), must be completed in full, completed in pen, corrections are to be crossed out and initialled, and each page initialled.



**FORM B16: Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)**

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, 2011 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, 2011 (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_development/ip.jsp) at no cost.**

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

### 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:

<u>Description of services, works or goods Stipulated minimum threshold.</u>	
Metal detectors and Scanners	60%
Solar Water Heater Components	70%
Electrical and fire components	90%
Valves products and actuators	70%
Laminated PV Modules	15%
Module Frame	65%
DC Combiner Boxes	65%
Mounting Structure	90%
Inverters	40%
Fabricated Structural Steel	100%
Joining/ Connecting Components	100%
Metalwork	100%
Roof and Cladding	100%
Fasteners	100%
Wire Products	100%
Cement	100%

Fire Extinguishers	100%
Fire Hose Reels	100%
Ducting and Pipework	100%
Galvanised and Color Coated Coils	100%
Water Storage Tanks	100%
Ironmongery	100%
Electrical Cables	90%
Plastic Pipes	100%

- 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](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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)

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** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

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>. 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.

(c) 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)	
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:** \_\_\_\_\_

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

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

## Local Content Declaration - Summary Schedule

(C1)	<b>Tender No.</b>	
(C2)	<b>Tender description:</b>	
(C3)	<b>Designated product(s)</b>	
(C4)	<b>Tender Authority:</b>	Johannesburg Development Agency
(C5)	<b>Tendering Entity name:</b>	
(C6)	<b>Tender Exchange Rate:</b>	
(C7)	<b>Specified local content %</b>	

Pula  EU  GBP [illegible]

**Signature of tenderer from Annex B**

Date:

(C20) Total tender value

**(C21) Total Exempt imported content**

**(C22) Total Tender value net of exempt imported content**

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

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

[illegible]

### Calculation of imported content

[illegible]

### Calculation of imported content

[illegible]

(D32) Total imported value by tenderer

### Calculation of imported content

[illegible]

(D45) Total imported value by 3rd party

### Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D45)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

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

This total must correspond with  
Annex C - C 23

SATS 1286.2011

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

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



**Form B17: CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)**

This section sets out how personal information will be collected, used and protected by Johannesburg Development Agency hereinafter referred to as “JDA”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with JDA and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

**1. What is personal information?**

The personal information that JDA requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, personal and work email and contact details.

**2. What is the purpose of the collection, use and disclosure (the processing) of personal information?**

JDA is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting initiatives to the City of Johannesburg Municipality;
  - reporting to National Treasury all contracts awarded;
  - obtaining information related to Tax Compliance information from SARS;
  - verifying information on the National Treasury database of defaulters;
  - evaluating and processing applications for registration on the database;
  - compiling statistics and other reports;
  - providing personalised communications;
  - complying with the law; and/or
  - for a purpose that is ancillary to the above and as may be directed by our POPI manual/Policy.
- Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

**3. How will JDA process personal information?**

JDA will only collect personal information for the purpose as stated above and for such specific purpose. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to JDA;
- from JDA’s own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

**4. To whom will personal information be disclosed?**

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of JDA's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

**5. Consent and Permission to process personal information:**

I hereby agree with the policy and provide authorisation to JDA to process the personal information provided for the purpose stated:

- I understand that withholding of or failure to disclose personal information will result in JDA being unable to perform its functions and/or any services or benefits I may require from JDA.
- Where I shared personal information of individuals other than myself with JDA, I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold JDA not responsible in respect of any claims by any other person on whose behalf I have consented, against JDA should they claim that I was not so authorised.
- I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold JDA responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

**6. Rights regarding the processing of personal information:**

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JDA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JDA agrees to same in writing. JDA specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
  - In order to withdraw consent, please contact the JDA Information Officer/SCM
  - A copy of the full JDA policy is available.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JDA so that our records may be updated. JDA will largely rely on the individual to ensure that personal information is correct and accurate.

The individual has the right to access their personal information that JDA may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose.

Please note however, that any request in this regard may be declined if:

- the information comes under legal privilege in the course of litigation,

- the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information.

- giving access may cause a third party to refuse to provide similar information to JDA,
- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- the information as it is disclosed may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented, and/or
- the disclosure is prohibited by law.

**7. Queries relating to breach of personal information:**

- Please submit queries relating to the breach of personal information to the JDA's information officer and SCM in writing as soon as the breach is discovered.

.....  
**SIGNATURE**

.....  
**DATE**

*(of person authorised to sign on behalf of the Tenderer)*

**FORM B18: COIDA LETTER OF GOOD STANDING**

The tenderer shall include as an attachment to their submission their COIDA Letter of Good Standing.

In the event of a joint venture each member shall comply with the above requirement.

.....

Signature	Date
(of person authorised to sign on behalf of the Tenderer)	

**PART C1: AGREEMENT AND CONTRACT DATA**

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

**Offer**

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

**REPAIRS AND FIRE COMPLIANCE WORKS TO THE JOHANNESBURG COMMUNITY LIBRARY**

**CONTRACT NO.: JDA 19.3.14.B.802554**

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

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

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

.....  
.....

.....Rand (in words);

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

**TENDERER:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

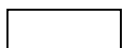
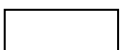
\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name and address of organisation:

JDA JBCC



**Acceptance**

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts 1 to 4 above.

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

The Tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**EMPLOYER:****WITNESS:**

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Signature

---

Signature

---

Name

---

Name

---

Capacity

---

Capacity

---

Date

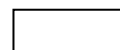
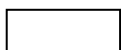
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Date

Name and address of organisation:

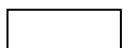
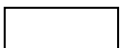
JOHANNESBURG DEVELOPMENT AGENCY (PTY) LTD  
NO. 3 PRESIDENT STREET (HELEN JOSEPH STREET)

JDA JBCC





NEWTOWN  
JOHANNESBURG



## Schedule of Deviations

### Notes:

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

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

**TENDERER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

Name and address of organisation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EMPLOYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

Name and address of organisation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Confirmation of Receipt**

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

the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year)

at \_\_\_\_\_ (place)

**CONTRACTOR:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**C1.2 CONTRACT DATA****PART 1: Data Provided by the Employer**

The Conditions of Contract are the *JBCC Principal Building Agreement (May 2018, Edition 6.2)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

Clause	Data
<b>1.1</b>	<p>The <b>Employer</b> is : <b>JOHANNESBURG DEVELOPMENT AGENCY</b></p> <p>Address (physical) : The Bus Factory, 3 Helen Joseph Street (formerly President Street) Newtown, Johannesburg</p> <p>Address (postal) : PO Box 61877, Marshalltown, 2107</p> <p>Telephone : 011 688 7800</p> <p>Facsimile: : 011 688 7863</p> <p>VAT registration number : 444019718</p>
<b>1.2</b> [6.1]	<p>The <b>Principal Agent</b> is : <b>Threshold Project Managers (Pty) Ltd</b></p> <p>Address (postal) : Regus Midrand, 43 Birchwood Court Mont Rose Street, Vorna Valley Midrand</p> <p>Telephone : 011 655 7149</p> <p>Facsimile : e-mail : <a href="mailto:kgosi@thresholdpm.co.za">kgosi@thresholdpm.co.za</a></p>
<b>1.3</b> [6.2]	<p>The <b>Agent (1)</b> is : <b>Architect</b></p> <p>Name : <b>Prosite Plan Africa (Pty) Ltd.</b></p> <p>Address (postal) : 348 Rivonia Blvd, Rivonia, Sandton, 2148.</p> <p>Telephone : 011 803 8161</p> <p>Facsimile : e-mail : <a href="mailto:tunde@prositeplan.com">tunde@prositeplan.com</a></p>
<b>1.4</b> [6.2]	<p>The <b>Agent (2)</b> is : <b>Quantity Surveyor</b></p> <p>Name : <b>Mbatha Walters &amp; Simpson (Pty) Ltd.</b></p> <p>Address (postal) : 24 Stirrup Lane, Woodmead Office Park, Woodmead, 2191</p> <p>Telephone : 011 234 2696</p> <p>Facsimile : e-mail : <a href="mailto:g.mbatha@mwsqs.co.za">g.mbatha@mwsqs.co.za</a></p>

Clause	Data
<b>1.5</b> [6.2]	<p>The <b>Agent (3)</b> is : <b>Civil &amp; Structural Engineer</b></p> <p>Name : <b>Merchelles Collective (Pty) Ltd</b></p> <p>Address (postal) : Building 1, Maxwell Office Park, Magwa Crescent West cnr Allandale Road and Maxwell Drive, Waterfall City.</p> <p>Telephone : 011 207 2060</p> <p>Facsimile :</p> <p>e-mail : <a href="mailto:llewellyn@merchelles.co.za">llewellyn@merchelles.co.za</a></p>
<b>1.6</b> [6.2]	<p>The <b>Agent (4)</b> is : <b>Electrical &amp; Mechanical Engineers</b></p> <p>Name : <b>Kago Built Environment Consultants (Pty) Ltd</b></p> <p>Address (postal) : 26 Silwer Street, Lyttelton Manor, Centurion. 0157</p> <p>Telephone : 012 640 4477</p> <p>Facsimile :</p> <p>e-mail : <a href="mailto:ndumiso@kagoconsulting.co.za">ndumiso@kagoconsulting.co.za</a></p>
<b>1.7</b> [6.2]	<p>The <b>Agent (5)</b> is : <b>Community Participation Consultant</b></p> <p>Name : <b>Mvelo Africa Development and Projects (Pty) Ltd</b></p> <p>Address (postal) : 4268 Halfbreak Street, Ext. 12 Allendale, Midrand, 1632 :</p> <p>Telephone : 076 250 5416</p> <p>Facsimile :</p> <p>e-mail : <a href="mailto:sibongile@mveloafricadev.com">sibongile@mveloafricadev.com</a></p>
<b>1.8</b> [6.2]	<p>The <b>Agent (6)</b> is : <b>Occupational Health &amp; Safety Consultants</b></p> <p>Name : <b>Cairnmead Industrial Consultants (Pty) Ltd</b></p> <p>Address (postal) : Building C1 Waterkloofrand Corporate Park 358 Buffelsdrift Street Erasmusrand 0165.</p> <p>Telephone : 012 346 5752</p> <p>Facsimile :</p> <p>e-mail : <a href="mailto:christof@cairnmead.co.za">christof@cairnmead.co.za</a></p>
<b>1.10</b>	The <b>Principal Agent</b> named in 1.2 above is responsible for the preparation of the contract data schedule and must be contacted should the <b>tenderer</b> be uncertain of the information provided or to be provided. Failure to complete the <b>contract data</b> schedule in full may result in the tender being disqualified
<b>2.1</b> [1.7]	The <b>law</b> applicable to this <b>agreement</b> : <b>South Africa</b>
<b>2.1</b> [1.1]	The <b>works</b> comprise: The scope of works comprises of but is not limited to Mechanical, Electrical and Fire works including builders works etc. to the Johannesburg Community Library.

Clause	Data
<b>2.3</b> [1.1]	The <b>site</b> is situated in: Albertina Sisulu Rd &, Pixley Ka Isaka Seme St, Johannesburg, 2000.)
<b>2.4</b> [12.1.5]	Possession of the <b>site</b> : To be confirmed.
<b>2.5</b> [12.2.7]	The period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the site is 5 working days, provided that all guarantees, insurances, construction permits, etc. are in place as no extension of time will be granted to the Contractor in failing to provide these documents timeously.
<b>2.6</b> [20.1]	Completion of the <b>works</b> in sections is required: <b>Yes, To be confirmed upon appointment</b>
<b>2.7</b> [25.14.2]	Waiver of the <b>contractor's</b> lien or right on continuing possession is required: <b>Yes</b>
<b>2.8</b> [B 7.0]	Defined restrictions to the <b>site</b> area: <b>The contractor is to adhere to strict working times of 7am – 5pm daily.</b>
<b>2.9</b> [B 16.0]	Geotechnical investigation of the <b>site</b> has been undertaken: <b>No</b>
<b>2.10</b> [B 7.0]	Existing premises will be occupied: <b>Yes</b>
<b>2.11</b> [B 16.0]	Provision of temporary services is required: <b>YES (As described below)</b>
	<b>Service</b>
	Water <b>A</b>
	Electricity <b>A</b>
	Telecom <b>A</b>
	Ablutions <b>A</b>
	<b>Note:</b> Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost)
<b>2.12</b> [B 16.0]	Protection of existing furniture and fittings is required: <b>Yes - to be identified on site</b>

Clause	Data
<b>3.1</b> [10.1.1]	Contract works insurance is to be effected by the: <ul style="list-style-type: none"> <li>• <b>Contractor</b></li> <li>• For an amount of Contract Sum + 20%</li> </ul>
<b>3.2</b> [10.1.2]	Supplementary insurance: is to be effected by the <ul style="list-style-type: none"> <li>• <b>Contractor</b></li> <li>• For an amount of Contract Sum + 20%</li> </ul>
<b>3.3</b> [10.1.3]	Public liability insurance is to be effected by the <ul style="list-style-type: none"> <li>• <b>Contractor</b></li> <li>• For the sum of <b>R10 million</b></li> </ul>
<b>3.4</b> [11.1.1]	Support insurance: <b>N/A</b>
<b>3.5</b> [11.1.2-3, 12.1]	Special insurance: <b>N/A</b>
<b>4.0</b> [19.1.2 24.1-3]	<b>For the works</b> as a whole: The date for <b>practical completion</b> is <b>10 months (inclusive of 15 days adverse weather conditions) after possession of the site.</b>  The <b>penalty</b> per <b>calendar day</b> is <b>R10 000.00</b>
<b>5.1</b> [5.6]	Construction documents copies to be supplied to the <b>contractor</b> free of charge:  <b>Three copies of the drawings</b>
<b>5.2</b> [5.4]	The <b>priced document</b> may be used as a specification of materials and goods and work methods:  <b>No</b>
<b>5.3</b> <del>[3.10]</del>	The <b>contractor</b> shall provide a detailed schedule of rates:  <b>No</b> (The completed Bills of Quantities must be supplied)



Clause	Data
<b>5.4</b> [3.11]	<p>Changes made to <b>JBCC</b> standard document:</p> <p><b>Yes</b> - refer to the additions, deletions and alterations to the JBCC Principal Building Agreement as listed under Clause <b>6.0</b> below.</p>
<b>5.5</b> [15.1.1]	<p>On acceptance of the tender the <b>priced document</b> is to be submitted within:</p> <p>Not Applicable - Fully priced BOQ to be submitted with tender</p>
<b>5.6</b> [B 10.0]	<p>Work to be undertaken by <b>direct contractors</b>:</p> <p>None anticipated at present but the Employer has the right to employ direct contractors at a later date.</p>
<b>5.7</b> [19.3.3]	<p>On achievement of practical completion, the <b>contractor</b> is to hand over:</p> <p>All required manuals etc. related to the works which must include but not limited to: Electrical, Mechanical, Plumbing &amp; Drainage, etc.</p>
<b>5.8</b> [25.1]	<p>The <b>interim payment</b> certificate:</p> <p><b>25<sup>th</sup></b> of every month</p>
[25.3.3]	<p>The <b>contract value</b> shall <b>not</b> be adjusted according to <b>CPAP</b> and shall be a fixed priced contract</p>
<b>6.0</b>	<b>CHANGES MADE TO THE STANDARD JBCC DOCUMENT ARE:</b>
	<p>The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.</p> <p>Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.</p> <p><b>The additions, deletions and alterations to the JBCC Principal Agreement are:</b></p>

Clause	Data
1.0	<p><b>DEFINITIONS AND INTERPRETATION</b></p> <p>Clause 1.1 is deemed to be amended by the addition and amendments of the following:</p> <p>Change the Definition of "<b>AGREEMENT</b>" to read as follows:  <b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the <b>parties</b>.</p> <p>Change the Definition of "<b>CONSTRUCTION PERIOD</b>" to read as follows:  The period commencing on the date of <b>site</b> hand over and ending on the date of <b>practical completion</b>.</p> <p>Change the Definition of "<b>CONTRACT INFORMATION</b>" to read as follows:  The <b>agreement</b> and all documents referenced therein. The <b>contract documents</b> shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the <b>JBCC</b> Principal Building Agreement as amended in the <b>contract data</b> shall prevail over all other <b>contract documents</b>.</p> <p>Change the Definition of "<b>CONTRACT SUM</b>" to read as follows:  The total of prices in the Form of Offer and Acceptance.</p> <p><b>EXCEPTIONALLY INCLEMENT WEATHER</b> means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected. The contractors program should include 15 working days for inclement weather conditions.</p>
2.0	<p><b>LAW, REGULATIONS AND NOTICES</b></p> <p>Clause 2.0 is amended by the addition of the following new clauses:</p> <p>2.5 The <b>contractor</b> shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <b>works</b>. Without limitation the <b>contractor</b> hereby:</p> <p>2.5.1 Accepts that the <b>employer</b> will appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (as amended), promulgated under the Occupational Health &amp; Safety Act 85 of 1993 (as amended) ("the Construction Regulations")) for the <b>site</b> and the <b>contractor</b> shall enter into and comply with the Occupational Health and Safety Agreement and the Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 attached hereto as <b>Annexure B</b> ;</p>

Clause	Data
	<p>2.5.2 Acknowledges and confirms that the <b>contract sum</b> includes a sufficient amount for proper compliance with the <b>employer's</b> health and safety specification attached as <b>Annexure C</b>, the Construction Regulations, all applicable health &amp; safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this <b>agreement</b> and generally for the proper maintenance of health and safety in and about the execution of <b>works</b>; and</p> <p>2.5.3 Undertakes, in and about the execution of the <b>works</b>, to comply with the Construction Regulations, health and safety specification and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the <b>agreement</b> and shall ensure that all subcontractors, employees and others under the <b>contractor's</b> direction and control, likewise observe and comply with the foregoing.</p>
4.0	<p><b>CESSIONS AND ASSIGNMENT</b></p> <p>Clause 4.1 is deleted and replaced with the following:  The <b>contractor</b> shall not assign the whole or any part of the <b>agreement</b> or cede or delegate any right or obligation in or under the <b>agreement</b>.  Any purported assignment, cession or delegation by the <b>contractor</b> without the prior written consent of the <b>employer</b> (which the <b>employer</b> may grant in its sole and absolute discretion) shall be null and void.  The <b>employer</b> may, on written notice to the contractor, assign the whole or any part of the Contract or cede or delegate any right or obligation in or under the <b>agreement</b>.</p> <p>Clause 4.0 is amended by the addition of the following new clause as clause 4.4:</p> <p>The <b>contractor</b> will not be relieved of any of the <b>contractor's</b> obligations under the <b>agreement</b>, because it has subcontracted all or part of the works to any third party. The <b>contractor</b> shall remain responsible and liable to the <b>employer</b> for the acts, omissions and defaults of such third parties as if they were acts, omissions and defaults of the <b>contractor</b></p>
5.0	<p><b>DOCUMENTS</b></p> <p>Amend clause 5.2 by adding the following wording to the end of clause 5.2:  No variation, amendment, or consensual cancellation of the <b>agreement</b> or any provision or term thereof (including this clause) shall be binding or have any force or effect unless reduced to writing and signed by or on behalf of the <b>parties</b> (by duly authorised representatives). Without derogating from the foregoing, no agreement or purported agreement reached at any project review or other meeting, notwithstanding that it may be contained in any minute signed by or on behalf of the <b>parties</b>, shall constitute an amendment to the <b>agreement</b> unless and until incorporated in a formal addendum to the <b>agreement</b> signed by or on behalf of the <b>parties</b> (by duly authorised representatives);</p>

Clause	Data
	<p>Clause 5.6 is amended by the addition of the following: Outside of this, the <b>contractor</b> shall be deemed to have made appropriate allowances for plotting and printing of <b>construction information</b> for itself and for issuing to <b>subcontractors</b>.</p> <p>Clause 5 is amended by the addition of a new Clause 5.7 as follows: As between the JBCC Principal Building Agreement and the <b>special conditions</b>, the <b>special conditions</b> shall prevail.</p>
6.0	<p><b>EMPLOYER'S AGENTS</b></p> <p>Clause 6.5 is deleted and replaced with the following:</p> <p>6.5 "Should the <b>principal agent</b> or any <b>agent</b> be unable to act or cease to be an agent, the <b>employer</b> shall inform the <b>contractor</b> of the new <b>principal agent</b> or <b>agent</b> appointed.</p>
7.0	<p><b>DESIGN RESPONSIBILITY</b></p> <p>Clause 7.0 is amended by the addition of the following clauses to the end thereof:</p> <p>7.4 Notwithstanding the provisions of clause 7.2, the <b>contractor</b> is to ensure that <b>nominated, selected or domestic subcontractors</b> shall simultaneously with the signing of the relevant nominated, selected or domestic sub-contract sign and deliver to the <b>employer</b> a design materials and workmanship warranty and undertaking in favour of the <b>employer</b>.</p> <p>7.5 Any subcontractor whose subcontract involves design work will be required to provide to the <b>employer</b> evidence of "professional indemnity" insurance for such design work.</p> <p>If the <b>contractor</b> fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the <b>contractor</b>"</p>

Clause	Data
9.	<p><b>INDEMNITIES</b></p> <p>Clause 9.1 is amended by the addition of the following clause to the end thereof:</p> <p>9.1.4 The <b>contractor</b> indemnifies and holds harmless the <b>employer</b> against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the <b>contractor</b>, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the <b>contractor</b> in the price and shall be paid by him to those to whom they may be payable. The <b>contractor</b> shall reimburse the <b>employer</b> for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the <b>employer</b> in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the <b>employer</b> is a party.</p> <p>Clause 9.2.7 is deleted.</p>
11.0	<p><b>SECURITY</b></p> <p>Clause 11.1 is deleted and replaced with the following clause:</p>

Clause	Data
	<p>11.1 The <b>contractor</b> shall provide the <b>security</b> as stated in the <b>contract data</b>. Such security shall be provided to the <b>employer</b> within twenty-one (21) <b>calendar days</b> of acceptance of the <b>contractor's</b> tender.</p> <p>Clause 11.1.2 is deleted and replaced with the following clauses:</p> <p>11.1.2 The <b>employer</b> has selected the <b>security</b> in terms of clause 11.0, which is a fixed <b>construction guarantee</b> and payment reduction. This guarantee is to be issued by the <b>contractor</b>:</p> <p>11.1.2.1 The <b>contractor</b> shall furnish the <b>employer</b> with a fixed <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> within fourteen (14) <b>calendar days</b> from the offer of appointment <b>date</b></p> <p>11.1.2.2 The fixed <b>construction guarantee</b> shall come into force, be administered and expire in terms of the construction guarantee form included under Part C1 Agreement and Contract Data, Clause C1.3 Construction Guarantee.</p> <p>11.1.2.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) <b>calendar days</b> of its expiring.</p> <p>11.1.2.4 The payment reduction to the value certified in a <b>payment certificate</b> shall be made [31.8, 34.8].</p> <p>11.1.2.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> [33.0], the <b>employer</b> may issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction [33.4] or both.</p> <p>Clause 11.5 is deleted</p> <p>Clause 11.6 is deleted</p> <p>Clause 11.7 is deleted and replaced with the following:</p> <p>In the event that the <b>contract value</b> increases during the course of the <b>agreement</b> by an amount equal to ten per cent (10%) or more of the <b>contract sum</b>, then upon written request from the <b>principal agent</b>, the <b>contractor</b> shall, within ten (10) <b>working days</b> of such request, arrange to have the guaranteed sum under the <b>guarantee for construction</b> increased so that it equals, as applicable, ten per cent (10%) (for the variable form) or five per cent (5%) (for the fixed form) of the <b>contract value</b>. The approved cost of increasing the <b>guarantee for construction</b> shall be added to the <b>contract value</b>. If the <b>contractor</b> is so required to increase the guaranteed sum, no further amounts shall be certified or paid to the <b>contractor</b> until the guarantee sum has been increased as required.</p>

Clause	Data
	<p>Clause 11.10 is amended by deleting the following words from the clause “on receipt of a <b>guarantee for payment</b> from the <b>employer</b>”</p>
12.0	<p><b>OBLIGATIONS OF THE PARTIES</b></p> <p>A new clause 12.4 “Principal Agent Functions” shall be inserted as follows:</p> <p>Clause 12.4.1</p> <p>Whenever the <b>principal agent</b> intends, in terms of the <b>contract</b>, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, they shall first consult with the <b>contractor</b> and the <b>employer</b> in an attempt to reach agreement. Failing agreement, the <b>principal agent</b> shall act impartially and make a decision in accordance with the contract, taking into account all relevant facts and circumstances.</p> <p>Clause 12.4.2</p> <p>In the event that the <b>principal agent</b> is required in terms of their appointment to obtain specific approval from the <b>employer</b> for carrying out any part of their functions or duties, such requirement shall be set out in the <b>contract data</b>.</p> <p>A new clause 12.5 “Rate of Progress” shall be inserted as follows:</p> <p>If, at any time:</p> <p>actual progress is too slow to complete the <b>works</b> on the date for <b>practical completion</b>; and/or progress has fallen (or will fall) behind the current <b>programme</b> submitted under clause 12.2.6.2 other than as a result of a cause listed in clause 23, then the <b>principal agent</b> may instruct the <b>contractor</b> to submit, a revised <b>programme</b> and supporting report describing the revised methods which the <b>contractor</b> proposes to adopt in order to expedite progress and complete on the date for <b>practical completion</b>.</p> <p>Unless the <b>principal agent</b> notifies otherwise, the <b>contractor</b> shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of <b>contractor's</b> personnel, at the risk and cost of the <b>contractor</b>. If these revised methods cause the <b>employer</b> to incur additional costs, such additional cost shall be deducted from the amount due to the <b>contractor</b>.</p> <p>A new clause 12.6 is added as follows:</p> <p>Notwithstanding anything to the contrary in the <b>agreement</b>, the <b>contractor</b> acknowledges that access to the <b>works</b> after the date of <b>practical completion</b> is subject to the prior consent of the <b>principal agent</b> (and in turn subject to the consent of the occupants or management of that part of the <b>works</b>).</p>

Clause	Data
	<p>A new clause 12.7 is added as follows:</p> <p>The <b>contractor</b> shall comply with the <b>social and economic development obligations</b> (including the appointment of SMME's) as set out in Schedule A (Scope of Work).</p> <p>If the actual cost incurred by the <b>contractor</b> in complying with its <b>social and economic development obligations</b> is greater than the cost allocated to this aspect of the Scope of Work in the <b>bills of quantities</b>, the <b>contractor</b> will not be entitled to claim such additional cost from the <b>employer</b>. Furthermore, if the actual subcontract price for works and/or services to be undertaken by any of the SMME subcontractors is higher than the applicable amount allocated in the <b>bills of quantities</b>, the shortfall shall be solely for the <b>contractor's</b> account.</p>
13.0	<p><b>SETTING OUT</b></p> <p>Clause 13.2 is amended by the addition of the following:</p> <p>Notify the <b>principal agent</b> of any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, services, etc. in order that the necessary arrangements may be made for the rectification of any such encroachments.</p> <p>Cause 13.0 is amended by the addition of the following clauses at the end thereof</p> <p>13.2 The <b>contractor</b> shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the <b>principal agent</b> in a format approved by the <b>principal agent</b>.</p> <p>Should the <b>contractor</b> fail to comply with this requirement to the satisfaction of the <b>principal agent</b>, progressively as the structure is constructed, the <b>employer</b> shall be entitled to commission a registered land surveyor to do so on the <b>contractor's</b> behalf and at the <b>contractor's</b> expense.</p> <p>13.3 The <b>contractor</b> shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the <b>employer</b>.</p>
16.0	<p><b>DIRECT CONTRACTORS</b></p> <p>Clause 16.1.3 is amended by the addition of the following at the end of the Clause:</p> <p>Provided that, the <b>contractor</b> is considered to have allowed for delays and disruptions to the <b>works</b>, which an experienced contractor exercising due care would have anticipated as a result of the work or other activities</p>



Clause	Data
	(including concurrent activities) of other contractors in a project of the nature of this <b>project</b> . The <b>contractor</b> is likewise considered to have allowed for the co-ordination and integration of the <b>works</b> with the works of <b>direct contractors</b> which an experienced contractor exercising due care would have allowed for in the <b>works</b> for a project of the nature of this <b>project</b> . Clause [9.2.2] and [23.2.9] shall only be applied having due regard to this provision.
17.0	<p><b>CONTRACT INSTRUCTIONS</b></p> <p>Clause 17.1 is amended by the addition of the following:</p> <p>Changes to the sequence and timing of the <b>works</b>, including acceleration.</p>
19.0	<p><b>PRACTICAL COMPLETION</b></p> <p>Clause 19.0 is amended by the addition of the following clauses to the end thereof:</p> <p>19.8 Without derogating from the generality of the requirements for <b>practical completion</b> the following specific requirements shall apply:</p> <p>19.8.1 <b>Defects</b> occurring after the issue of the <b>practical completion</b> list requiring remedial work that will in the opinion of the <b>principal agent</b> cause disruption will cause the issue of the certificate of <b>practical completion</b> to be withheld until such <b>defects</b> have been rectified to the satisfaction of the <b>principal agent</b>.</p> <p>19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local / national authority) from the contractor to achieve <b>practical completion</b>:</p> <ul style="list-style-type: none"> <li>a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.</li> <li>b) A certificate from the contractor that the National Building Regulations have been complied with</li> <li>c) A certificate of compliance with respect to plumbing and drainage</li> <li>d) An electrical certificate of compliance</li> <li>e) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively.</li> <li>f) A painting guarantee.</li> <li>g) A mechanical certificate of compliance.</li> <li>h) A structural certificate of compliance.</li> <li>i) A waterproofing certificate of compliance.</li> <li>j) A glazing certificate of compliance</li> <li>k) Any other applicable guarantees.</li> </ul>

Clause	Data
	<p>19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the <b>principal agent</b> prior to <b>practical completion</b> being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the <b>contractor</b> as well as the applicable services subcontractor.</p> <p>19.9 After the issue of the <b>certificate of practical completion</b>, entry upon the <b>works</b> to make good <b>defects</b> shall be at such reasonable times as shall be agreed by the <b>principal agent</b>.</p>
21.0	<p><b>DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</b></p> <p>Clause 21.9 is amended as follows: the cross reference to "[21.6]" shall be deleted and replaced with "[21.6; 21.7]"</p>
22.0	<p><b>LATENT DEFECTS LIABILITY PERIOD</b></p> <p>Clause 22.1 is amended by replacing the 5-year period with a 10-year period.</p> <p>Clause 22.3.1 is amended by replacing the 5-year period with a 10-year period.</p>
23.0	<p><b>REVISION OF DATE OF PRACTICAL COMPLETION</b></p> <p>Clause 23.1.1 shall be deleted and replaced with the following:</p> <p>23.1.1 Exceptionally inclement weather</p> <p>"Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project.</p> <p>The <b>contractor</b> shall be deemed to have allowed in his <b>programme</b> for the <b>works</b> and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average.</p> <p>A delay caused by exceptionally inclement weather conditions will be regarded as a delay only if, in the opinion of the principal agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy</p>

Clause	Data
	<p>weather, for which he will not receive any extension of time, where “n” equals 30 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of “n” workings days.</p> <p>The first line of clause 23.4.2 is amplified and amended to read as follows:</p> <p>Within twenty (20) <b>working days</b> (unless the circumstance in question is the adverse effects of weather conditions [23.1.1], in which case within five (5) <b>working days</b>) from the date upon which the <b>contractor</b> became aware, or ought reasonably to have become aware of such delay, give <b>notice</b> to the <b>principal agent</b> of the intention to submit a claim for a revision to the date for <b>practical completion</b>, failing which the <b>contractor</b> shall forfeit such claim.</p> <p>Clause 23.4.2 is further amplified by the addition of the following as a new paragraph (with no number) at the end of Clause 23.4.2:</p> <p>The <b>contractor</b> shall maintain accurate records of exceptionally inclement weather at the <b>site</b> in the <b>contractor’s</b> site-daily-diary and shall, within two (2) hours of the start of any weather conditions which could cause a delay to <b>practical completion</b>, give notice thereof to the <b>principal agent</b> (together with a copy of the relevant page of the site-daily-diary).</p> <p>Clause 23.7 is amended as follows:</p> <p>The <b>principal agent</b> shall, within fifteen (15) <b>working days</b> of receipt of the claim, grant in full, reduce or refuse the <b>workings days</b> claimed.</p> <p>Clause 23.0 is amended by the addition of the following clauses to the end thereof:</p> <p>23.9 Revision to the date for <b>practical completion</b> shall only be considered when work on the critical path of the agreed <b>programme</b> for the <b>works</b> is delayed.</p> <p>23.10 Notwithstanding anything to the contrary the <b>contractor</b> shall not be entitled to a revision of the date for <b>practical completion</b> for delays arising from municipal or other interruption in energy supply to the <b>site</b></p> <p>23.11 If a delay caused by a matter which is the employer’s responsibility or risk is concurrent with a delay caused by a matter which is the contractor’s responsibility or risk, the contractor’s entitlement to a revision of the date for practical completion shall be reduced to the extent of such concurrent delay.</p> <p>23.12 Revision to the date for <b>practical completion</b> shall only be considered when <b>works</b> on the critical path of the agreed <b>programme</b> are delayed.</p>

Clause	Data
	<p>23.13 A delay caused by <b>exceptionally inclement weather</b> conditions will be regarded as a delay only if, in the opinion of the principal agent, all progress on an item or items of <b>work</b> on the critical path of the working programme of the <b>contractor</b> has been brought to a halt. Delays on <b>working days</b> only (based on a five-day working week) will be taken into account for the extension of time, but the <b>contractor</b> shall make provision in his programme of work for an expected delay of “n” <b>working days</b> caused by normal rainy weather, for which he will not receive any extension of time, where “n” represents [x] days. Extension of time during <b>working days</b> will be granted to the degree to which actual delays, as defined above, exceed the number of “n” <b>working days</b>.</p> <p><b>23.14 Pandemics and Epidemics</b></p> <p>23.14.1 Notwithstanding any other provision in the <b>agreement</b>, the <b>parties</b> agree that if there are any restrictions, impediments or other impacts on either <b>party’s</b> ability to perform obligations herein due to any pandemic or epidemic (“<b>Restrictions</b>”), then subject to Sub-Clauses 23.14.2 and 23.14.3, such Restrictions shall relieve the applicable <b>party</b> from its affected obligations, for so long as the applicable <b>party</b> is prevented from performing those obligations, but there shall be no entitlement to an adjustment of the <b>contract value</b>, losses or expenses in connection therewith.</p> <p>23.14.2 Any <b>restrictions</b> which existed on the date of acceptance by the <b>employer</b>, or which were reasonably foreseeable on such date, are deemed to be within the contemplation of the <b>parties</b> and accordingly, shall not be taken into account for the purposes of Sub-Clause 23.14.1 and shall not constitute <b>force majeure</b>.</p> <p>23.14.3 The <b>contractor</b> shall invoke its Business Continuity Plan (as set out in Schedule B) in response to any adverse impact on the <b>works</b> caused by any pandemic or epidemic, or where either <b>party</b> considers that such an adverse impact is reasonably likely to arise. The <b>contractor</b> shall not be entitled to relief under Sub-Clause 23.14.1 until the measures set out in the Business Continuity Plan have been exhausted.</p> <p>23.14.4 The <b>parties</b> agree that the introduction of any <b>restriction(s)</b> shall not constitute <b>force majeure</b>.</p> <p style="text-align: center;">○</p>
25.0	<p><b>PAYMENT</b></p> <p>Clause 25.2 is deleted and replaced by the following:</p> <p>25.2 The <b>principal agent</b> shall issue an interim <b>payment certificate</b> every month until the issue of the final <b>payment certificate</b>. The <b>contractor</b> is to issue his payment requisition to the quantity surveyor by the 15<sup>th</sup> of each</p>

Clause	Data
	<p>month in preparation for the quantity surveyor to issue a valuation to the <b>principal agent</b> by the 23<sup>rd</sup> of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the <b>works</b> done. The <b>payment certificate</b> shall be issued on the date stated and may be for a nil or negative amount.</p> <p>Clause 25.3 is amended by adding the following as clause 23.3.12:</p> <p>“A report setting out the progress of the <b>works</b>”</p> <p>Clause 25.5 is amended by the deletion of the first sentence and replaced with the following:</p> <p style="padding-left: 40px;">Materials and goods shall not, as a general rule, be included in the value certified. Should the <b>principal agent</b> agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the <b>principal agent</b>, the <b>contractor</b> has issued a bank guarantee to the <b>employer</b> in a format to be approved by the <b>principal agent</b>.</p> <p>Clause 25.10 is amended by replacing the 14-day period with a 30-day period.</p> <p>Clause 25.12 is amended as follows:</p> <p>Clause 25.12.1 is deleted and replaced with the following:</p> <p>25.12.1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>Clause 25.12.2 is deleted and replaced with the following:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued on to the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>Clause 25.10 is deleted and replaced with the following:</p> <p>25.10 The <b>employer</b> shall pay to the <b>contractor</b> the amount certified in an <b>interim payment certificate</b> within thirty (30) <b>calendar days</b> of the date of receipt of the <b>contractor's tax invoice</b> for the amount certified.</p> <p>Clause 25.15 is deleted and replaced with the following clause:</p> <p>25.15 The <b>employer</b> shall pay the <b>contractor</b> the amount certified in the final <b>payment certificate</b> within thirty (30) <b>calendar days</b> of the date of issue of the final <b>payment certificate</b> subject to the <b>contractor</b> giving the <b>employer</b> a tax invoice for the amount due.</p> <p>Clause 25.16 is deleted and replaced with the following clause:</p>

Clause	Data
	<p>25.16 The <b>contractor</b> shall accept or object to the <b>final account</b> within forty-five (45) <b>calendar days</b> of receipt thereof. On acceptance, or should the <b>contractor</b> not object with reasons to the <b>final account</b> within such period, the <b>principal agent</b> shall issue the final <b>payment certificate</b>.</p> <p>Insert the following new clause as clause 25.17:</p> <p>25.17 In respect of any amount payable to the <b>contractor</b> in terms of the <b>agreement</b>:</p> <p>25.17.1 The <b>employer</b> may deduct from such payment any amount to which he is entitled in terms of this <b>agreement</b>, or by law to set off against such payment, and shall state, in a written notice to the <b>contractor</b>, the reasons for such deductions.</p>
26.0	<p><b>ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</b></p> <p>Clause 26.6 is amended by adding the following at the end of the clause: failing which such claim shall be forfeited.</p> <p>Clause 26.7 is amended as follows:</p> <p>The principal agent shall make a fair assessment of the claim [26.6] and adjust the contract value within fifteen (15) working days of receipt of such detail.</p> <p>Clause 26.0 is amended by the addition of the following:</p> <p>26.14 Where prices are submitted by the <b>contractor</b> or <b>n/s subcontractor</b> during the progress of the <b>works</b> in respect of <b>contract instructions</b> or in regard to a claim under the terms of the <b>agreement</b> and notwithstanding the fact that such prices may be used in an interim <b>payment certificate</b>, there shall be no presumption of acceptance.</p> <p>26.15 The <b>contractor</b> shall carry the risk of any events or circumstances arising as a result of local pressure groups disrupting or attempting to disrupt the <b>works</b> and the <b>contractor</b> shall take all necessary preventative measures, at its own cost, to minimise the risks to the <b>site</b>, the <b>works</b> and the personnel and workers of the <b>contractor</b>, the <b>subcontractors</b> and the <b>employer</b>, associated with such local pressure groups and their actions (whether threatened or actual). The <b>contractor</b> shall not be entitled to claim any relief from its obligations, any extension of time or additional payment as a result of such events or circumstances causing delay, disruption and/or damage.</p>
27.00	<b>RECOVERY OF EXPENSE AND/OR LOSS</b>

Clause	Data
	<p>27.2.1 is amended by the addition of the following at the end of this clause: (including, without limitation, fines, spot fines, penalty fines, other fines, forfeit of guarantees, deposits, etc. to local authorities or other entities incurred by reason of the <b>contractor's</b> failure to comply with the environmental management plan or other requirements for the execution of the <b>works</b>).</p>
29.0	<p><b>TERMINATION BY THE EMPLOYER</b></p> <p>29.1 is amplified by the addition of the following additional paragraph: The <b>employer</b> may terminate this <b>agreement</b> by giving written notice of termination where (i) a <b>contractor insolvency event</b> occurs; (ii) the contractor attempts or purports, save to the extent permitted under the <b>agreement</b>, to cede any of its rights or delegate any of its obligations under or in terms of the <b>agreement</b> to any third party, (iii) the <b>contractor</b> has committed or commits any corrupt act in relation to the procurement, entering into or execution of this <b>agreement</b> or generally in connection with the works; (iv) the <b>contractor</b> has committed, engaged in or engages in any collusive practice in connection with this <b>agreement</b> or generally in connection with the <b>works</b>.</p> <p>29.1 is amended by the addition of the following clauses to the end thereof:</p> <p>29.1.4 The <b>contractor's</b> refusal or neglect to comply strictly with any of the conditions of contract.</p> <p>29.1.5 The <b>contractor's</b> estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.</p> <p>29.1.6 The <b>contractor</b>, in the judgment of the <b>employer</b>, has engaged in <b>corrupt or fraudulent practices</b> in competing for or in executing the contract.</p> <p>29.1.7 The <b>contractor</b> fails to perform in terms of the <b>agreement</b> or the <b>employer</b> on reasonable ground believe that the <b>contractor</b> may not be able to comply with his obligation.</p> <p>Clause 29.13 is deleted.</p> <p>Clause 29.14.1 is deleted.</p>
30.0	<p><b>DISPUTE RESOLUTION</b></p> <p>Clause 30.3 is amended as follows: The dispute shall be referred to mediation [30.8] within ten (10) <b>working days</b> of the expiry of the period [30.2] by means of a <b>notice</b> of mediation by the <b>party</b> (the referring party) which gave the <b>notice</b> of disagreement.</p>

Clause	Data
	<p>Clause 30.4 is amended as follows: The <b>notice</b> of mediation shall clearly define the scope of the dispute and the relief sought by mediation.</p> <p>Clause 30.5 shall be amended as follows: Failure to comply with the procedure described [30.8] shall cause the dispute to be resolved by adjudication and not by mediation.</p> <p>Clause 30.8 is amended as follows: If the parties fail to resolve the dispute among themselves [30.1] parties shall refer a dispute to mediation, in which event:</p> <p>Clause 30.8.1 is deleted.</p>
31.0	<p><b>NEW CLAUSE – SMALL CONTRATOR AND TARGETED ENTERPRISE DEVELOPMENT</b></p> <p>New Clause 31.0 is added, as follows:</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises and local SMME contractors in terms of Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is as follows:</p> <p>For SMME:</p> <ul style="list-style-type: none"> <li>• If the Contractor fails to ensure and prove that 40% of the 30% SMME Target Spend is met at the time that 50% of the total contract period is reached, the Employer may, at the Employer's discretion, step in to facilitate the Target being met for which such costs will be recovered from the Contractor through the Recovery Statement</li> <li>• If the Contractor fails to ensure and prove that 60% of the 30% SMME Target Spend is met at the time that 75% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value</li> <li>• If the Contractor fails to ensure and prove that 100% of the 30% SMME Target Spend is met at the time that 95% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value</li> <li>• Notwithstanding anything to the contrary herein, the Contractor will not be relieved of the Contractor's obligation to pay all amounts due to an SMME(s), on a fortnightly and/or monthly basis, regardless of when the Contractor receives payments from the Employer. Should the Contractor fail to fulfil this obligation the Employer shall, at the Employer's discretion, apply a penalty of 10% of the amount(s) due to the SMME(s) on a monthly</li> </ul>



Clause	Data
	<p>basis and pay a portion of such amounts (for which such portion shall be determined at the Employer's discretion) directly to the affected SMME(s) Notwithstanding the Contractor's obligation to meet the respective Target Spends, the Contractor shall provide a status report on the progress of meeting this target in the requisite Progress Reports.</p> <p>Furthermore, it is a condition of this tender that the successful contractor is required to take full responsibility of managing all appointed Sub-contractors and the quality of their works. This includes ensuring that approved invoices of Sub-contractors are paid within seven days. Failure to paid Sub-contractors within seven days of approving their invoices, the JDA reserves the right to pay the Sub-contractors directly and recovery all the cost from the Contractor.</p> <p>31.10 The contractor shall give the <b>principal agent</b> reasonable prior written notice of the identity of all proposed domestic subcontractors (i.e. all subcontractors other than <b>nominated</b> and <b>selected</b> subcontractors), and the <b>principal agent</b> shall be entitled, acting reasonably, to raise concerns regarding the experience, skills and/or reputation of such subcontractors. The <b>contractor</b> shall take such concerns into account, but the decision on the appointment of such subcontractors shall remain solely the <b>contractor's</b>.</p> <p>31.20 All work or installations and the associated risks related to domestic subcontractors shall be the sole responsibility of the <b>contractor</b>, whether or not the <b>principal agent</b> raises any concerns pursuant to Clause 31.1.</p>
32.0	<p><b>NEW CLAUSE – PROGRESS REPORTS AND PROGRAMME UPDATES</b></p> <p>New Clause 32.0 is added, as follows:</p> <p>The Contractor is to generate progress reports and programme updates in the format to be provided by the Employer failing which Penalties will be applied as follows:</p> <ul style="list-style-type: none"> <li>• EPWP Targets &amp; Reporting - The Contractor shall ensure that EPWP Targets and Reporting requirements are met at all times. Reporting shall be in the format to be provided by the Employer and at intervals prescribed by the Employer. The penalty for failure, on the part of the Contractor, to submit any EPWP Reports (including all requisite back-up documentation) on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer.</li> </ul>

Clause	Data
	<ul style="list-style-type: none"> <li>• Monthly Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any monthly progress report on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. Progress reports shall further include a report on SMME's and Targeted Enterprise for the JDA that includes the following: <ul style="list-style-type: none"> <li>○ SMME resources on the site, i.e. supervisors, labour, plant tools and equipment</li> <li>○ SMME progress of works on site</li> <li>○ SMME Sub-contractor quality control on site</li> <li>○ SMME expenditure on the Project versus target expenditure</li> <li>○ Copies of minutes of the SMME Sub-contractor Contractor progress meetings</li> <li>○ SMME training on the Project</li> <li>○ Concerns and improvements to be made</li> </ul> </li> <li>• Interim Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any interim progress report on the 10th day of each month (or the previous working day should the 10th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R500.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. Progress reports shall further include a report on SMME's for the JDA that includes the following: <ul style="list-style-type: none"> <li>○ SMME resources on the site, i.e. supervisors, labour, plant tools and equipment</li> <li>○ SMME progress of works on site</li> <li>○ SMME quality control on site</li> <li>○ SMME expenditure on the Project versus target expenditure</li> <li>○ Copies of minutes of the SMME Sub-contractor and Contractor progress meetings</li> <li>○ SMME training on the Project Concerns and improvements to be made</li> </ul> </li> </ul>
	Refer to the Preliminaries Section in the Bill of Quantities for any additional amendments to the Standard JBCC Document.
33.00	<b>CONFIDENTIALITY</b>

Clause	Data
	<p>33.10 Neither <b>party</b> shall at any time, whether before or after the completion or (if applicable) termination of the <b>agreement</b>, without the consent of the other divulge or permit or suffer his officers employees agents contractors or sub-contractors to divulge to any person (other than to any of his or their advisers officers or employees who require it to enable them properly to carry out their duties) any of the details of the <b>agreement</b> or its performance (including information relating to costs, methods of construction, supervisory staff or numbers of labour) or any information concerning the business contracts or the commercial or financial affairs or any <b>confidential information</b> or any of the other <b>party</b>. For the purposes of this clause confidential information means information that:</p> <ul style="list-style-type: none"> <li>(a) is by its nature confidential;</li> <li>(b) is designated by that Party as confidential; or</li> <li>(c) the other Party knows or ought to know it is confidential.</li> </ul> <p>33.2 Paragraph 33.1 shall not apply to the disclosure of any information:</p> <p>33.2.1 Which is now or hereafter comes into the public domain otherwise than as a result of a breach of any undertaking of confidentiality or which is obtainable with no more than reasonable diligence from sources other than the parties hereto; or to the extent necessary to comply with any court ruling or applicable laws.</p> <p>33.3 Without prejudice to the provisions of paragraphs 33.1 and 32.2 above, neither <b>party</b> shall without the prior written agreement of the other publish alone or in conjunction with any other person any information relating to any dispute arising under the <b>agreement</b>.</p> <p>33.4 The provisions of this clause 32 shall survive the expiry or termination of the <b>agreement</b>.</p>
34.00	<p><b>INDEPENDENT STATUS</b></p> <p>34.10 Each party is independent, solely responsible for its own employees, contractors or agents and not in partnership or in a joint venture or an agent or employee of the other party, and will not hold itself out as, or give any person reason to believe otherwise or represent that it is under the control of or has any authority to represent or bind the other party as to any matters.</p>
35.00	<p><b>DATA PROTECTION</b></p> <p>35.10 Each <b>party</b> acknowledges that it may obtain direct and/or indirect access to personal information of the other <b>party</b> and various persons from the other <b>party</b> under this <b>agreement</b>, and may act as a “responsible party” or an “operator ” (as each term is defined in the Protection of Personal Information Act, 4 of 2013 (POPIA)) in respect of that personal information.</p>

Clause	Data
	<p>Accordingly, each Party warrants that it will at all times:</p> <p>35.10.1 Comply with applicable laws relating to data protection and privacy, including but not limited to POPIA; and</p> <p>35.10.2 Where a <b>party</b> acts as an operator, comply with all obligations placed on an operator under applicable laws in relation to any personal information that it processes as operator under or in connection with this <b>agreement</b> and it shall establish and maintain adequate security measures to secure the integrity and confidentiality of any personal information that it processes, in accordance with the requirements in section 19 of POPIA.</p> <p>35.3 A <b>breach</b> of this clause 36 will be a material breach for the purposes of this <b>agreement</b> entitling the non-breaching <b>party</b> to terminate this <b>agreement</b> immediately on written notice to the breaching <b>party</b>.</p> <p>35.4 The terms of this <b>agreement</b> are in addition to, and do not relieve, remove or replace, a <b>party's</b> obligations under applicable laws.</p> <p>35.5 The provisions of this Clause 36 shall survive the expiry or termination of the <b>agreement</b> for as long as any <b>party</b> retains in its possession or control any personal information of the other <b>party</b> or any other person from the other <b>party</b> under this <b>agreement</b>.</p>
36.00	<p><b>ANTI-CORRUPTION</b></p> <p>36.1 The Contractor represents and undertakes that it has taken all reasonable measures to:</p> <p>36.1.1 Comply with all anti-bribery, anti-corruption and anti-money laundering laws and regulations to which it is subject, including those in the Republic of South Africa or of any jurisdiction where it conducts business;</p> <p>36.1.2 Have adequate anti-corruption compliance programmes, policies and procedures ("Anti-Corruption Programme") in place to enable compliance with all anti-bribery, anti-corruption and anti-money laundering laws and regulations to which it is subject, including but not limited to the Anti-Bribery Regulations;</p> <p>36.1.3 Ensure that neither it nor any of its employees has ever been subject to any anti-bribery, anti-corruption and anti-money laundering sanctions imposed by any country;</p> <p>36.1.4 Ensure that neither it nor any of its employees nor any other person on its behalf, has ever engaged in any corrupt activities; or directly or indirectly paid, given or offered to pay or give any money, gift or anything else of value to attempt to influence any act or decision (including a decision not to act) of any person, including but not limited to a public officer,</p>

Clause	Data
	<p>governmental employee, or any political party or political party official, or candidate for political office, in his/her official capacity or to induce an official to use his/her influence to affect a decision so as to assist in obtaining or retaining business or directing business to any person/entity or to secure any improper advantage.</p> <p>36.2 For the duration of the Agreement, the Contractor undertakes, on behalf of itself and its employees, to take all reasonable steps:</p> <p>36.2.1 To comply with all anti-bribery, anti-corruption and anti-money laundering laws and regulations to which it is subject, including those in the Republic of South Africa or of any jurisdiction where it conducts business;</p> <p>36.2.2 To implement and enforce its Anti-Corruption Programme;</p> <p>36.2.3 Not to engage in any corrupt activities, or participate (directly or indirectly) in bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, money laundering, use of insider information, the possession of illegally obtained information or any other criminal activity; and</p> <p>36.2.4 Not to directly or indirectly pay, give or offer to pay or give any money, gift or anything else of value to attempt to influence any act or decision (including a decision not to act) of any person, including but not limited to a public officer or any political party or political party official, or candidate for political office, in his/her official capacity or to induce an official to use his/her influence to affect a decision so as to assist the Contractor in obtaining or retaining business or directing business to any person/entity or to secure any improper advantage.</p> <p>36.3 The Contractor undertakes to notify the Employer immediately upon becoming aware that any of the representations and/or undertakings in clause 37.2 is false or that it has failed to comply with any of its obligations in clause 37.3 and the Employer shall be entitled to terminate this Agreement with immediate effect.</p>
37	<p><b>LABOUR</b></p> <p>37.1 The <b>parties</b> agree that the <b>contractor</b> is (and any <b>subcontractor</b> will be) an independent contractor. No employment relationship will exist or come into existence by virtue of the works, and under no circumstance does this agreement entail any employment relationship, between the <b>employer</b> and the <b>contractor</b>, or any <b>subcontractor</b>, or between the <b>employer</b> and the staff of the <b>contractor</b> or any <b>subcontractor</b>, as the case may be.</p> <p>37.2 The <b>contractor</b> shall ensure, at all times, that its employees and those of its <b>subcontractors</b> who may be assigned to the provision of the <b>works</b> from time to time, are employed in accordance with all applicable labour laws, including without limitation, the Basic Conditions of Employment Act, 1997, the OHS Act, the Compensation for Occupational Injuries and</p>

Clause	Data
	<p>Diseases Act, 1993 and the Unemployment Insurance Contributions Act, 2002, as well as all collective agreements that may apply to the <b>contractor's</b> employees from time to time. Without limiting the generality of the foregoing, the <b>contractor</b> warrants that as at the date of this agreement, its employees are registered with the Unemployment Insurance Fund and that their remuneration is fully paid.</p> <p>37.3 The <b>contractor</b> undertakes to provide to the <b>employer</b>, by no later than ten (10) days following a request from the <b>employer</b>, reasonable proof of being up to date with its employment and social security obligations in respect of its employees. The contractor shall ask its <b>subcontractors</b> for identical proof, if so requested by the <b>employer</b>.</p> <p>37.4 The <b>contractor</b> shall ensure that the <b>works</b> are executed by persons who are deemed to be physically fit and competent in terms of the OHS Act and who are adequately trained for the job, in the safe use of all equipment and machinery used in executing the <b>works</b>, in general safe working practices and in any other aspects of the job which may present a hazard to either the <b>employer's</b> or the <b>contractor's</b> employees, or any other personnel on the site.</p> <p>37.5 The contractor shall ensure that the execution of the works in terms of this agreement is done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of its employees regarding non-compliance by such employee with any health and safety matters. The contractor shall further ensure that its employees report to it all unsafe or unhealthy work situations immediately after they become aware of the same, and that the contractor in turn immediately reports these to the principal agent and the employer.</p> <p>37.6 The <b>contractor</b> undertakes to indemnify, hold harmless and defend the <b>employer</b>, or its/their directors, employees or agents, from and against:</p> <p>37.6.1 Any loss, damage, expense (including attorney's fees), civil liability, penalties or fines suffered by, or any jurisdictional order or other claims made against, the <b>employer</b> arising from the <b>contractor's</b> (or any <b>subcontractor's</b>) failure to comply with applicable labour laws, including the OHS Act;</p> <p>37.6.2 Any and all claims which may be brought against the <b>employer</b> arising out of the employment by the <b>contractor</b> (or any subcontractor) of any staff or the termination by the <b>contractor</b> (or any <b>subcontractor</b>) of any such employment and regardless of whether such claims arise in the agreement, delict, statute or otherwise. In particular, the <b>contractor</b> indemnifies the <b>employer</b> against any claims in relation to any alleged unfair dismissal, automatically unfair dismissal, unfair labour practice and/or unfair discrimination.</p> <p>37.7 Whenever an actual or potential labour dispute is delaying or threatens to delay performance of the <b>works</b>, the <b>contractor</b> shall immediately notify</p>

Clause	Data
	<p>the <b>principal agent</b> and shall forthwith furnish written notice thereof to the <b>employer</b>. Such notice shall include all relevant information concerning such delay. The <b>contractor</b> shall be responsible for addressing any actual or potential disputes and, if required, for assigning suitable alternative staff to execute the works, upon request by the <b>employer</b>. The <b>employer</b> shall not be responsible for the <b>contractor</b> failing to fully investigate and understand the local labour conditions, which includes, working conditions and minimum terms and conditions of employment.</p>

**PART 2: Data Provided by the Contractor**

The Contractor is advised to read the *JBCC Principal Building Agreement (May 2018, Edition 6.2)* and section 3.0 *Payment and adjustment of preliminaries* contained in the associated *Contract Data CE*, published by the Joint Building Contracts Committee, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684)

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

Clause	Data with reference to the JBCC Principal Building Agreement (Edition 6.2, May 2018)	
1.0	<p>The <b>Contractor</b> is.</p> <p>Name : .....</p> <p>The address of the <b>Contractor</b> is:</p> <p>Address (physical) : .....</p> <p>.....</p> <p>Address (postal) : .....</p> <p>Telephone : ..... Facsimile: .....</p> <p>E-mail : .....</p> <p>TAX / VAT Registration No : .....</p>	
2.1	The security provisions selected are:	
[11.1.1]	Variable construction guarantee	NO
[11.1.2]	Fixed Construction Guarantee and Payment Reduction	YES
3.2.4	<p>Contract Value shall be adjusted according to the CPAP: Not applicable</p> <p>This tender is for a fixed rate contract.</p>	
3.2.5 [C 3.0]	<p>Payment of preliminaries:</p> <p>Option A</p>	
3.2.6 [C 4.0]	<p>Adjustment of preliminaries:</p> <p>Option A</p>	



.....  
**Signature**

.....  
**Date**

### C1.3 CONSTRUCTION GUARANTEE

#### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means	<hr/>		
Physical address	<hr/>		
Guarantor's signatory 1	<hr/>	Capacity	<hr/>
Guarantor's signatory 2	<hr/>	Capacity	<hr/>
Employer means	<hr/>		
Contractor means	<hr/>		
Principal Agent means	<hr/>		
Works means	<hr/>		
Site means	<hr/>		
Agreement means	The JBCC Principal Building Agreement (Edition 6.2., May 2018)		
Contract Sum means	The accepted amount inclusive of tax of		<div style="border: 1px solid black; width: 200px; height: 20px;"></div>
Amount in words	<hr/>		
Guaranteed Sum means	The maximum aggregate amount of		<div style="border: 1px solid black; width: 200px; height: 20px;"></div>
Amount in words	<hr/>		
Construction Guarantee	(Insert Variable or Fixed)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	(Insert expiry date)
		<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

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#### AGREEMENT DETAILS

Sections:    Total sections (No or n/a)     Last section (No / Identification or n/a)

Principal Agent issues: Interim payment certificates, Final payment certificate, Practical completion certificate/s and Final completion certificate/s

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#### 1. VARIABLE CONSTRUCTION GUARANTEE

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected this 1.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

##### GUARANTOR'S LIABILITY

##### PERIOD OF LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10% of the contract sum) in the amount of:

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

Amount in words: \_\_\_\_\_

1.1.2 Reducing to the Guaranteed Sum (not exceeding 5% of the contract sum) in the amount of:

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections

Amounts in words: \_\_\_\_\_

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections

Amounts in words: \_\_\_\_\_

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified

Amounts in words: \_\_\_\_\_

1.2 For avoidance of doubt the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question

## 2. FIXED CONSTRUCTION GUARANTEE

2.1 Where a fixed Construction Guarantee in terms of the Agreement has been selected this 2.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

### GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

### PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire

Amounts in words: \_\_\_\_\_

3. The Guarantor hereby acknowledges that:

3.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship

3.2 Its obligation under this Guarantee is restricted to the payment of money

4. Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor

4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0

5. Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:

5.1 The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or

5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0

7. Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund

8. Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor

9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

10. The Guarantor chooses the physical address as stated above for all purposes in connection herewith

11. This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired

12. This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order

13. Where this Construction Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at \_\_\_\_\_

Date \_\_\_\_\_

Guarantor's  
Signatory 1 \_\_\_\_\_

Guarantor's  
Signatory 2 \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Guarantor's seal or stamp

#### C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

THIS AGREEMENT between Johannesburg Development Agency (JDA) (hereinafter called "the Employer") on the one part, herein represented by: .....in his/her capacity as..... and.....

.....  
(hereinafter called "the Contractor") of the other part herein represented by

.....in his/her capacity as .....

.....  
**WHEREAS** the Employer is desirous that certain works be constructed, being contract **UPGRADES AND REPAIRS TO THE JOHANNESBURG COMMUNITY LIBRARY – CONTRACT NO.: JDA 19.3.14.B.802554** and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

#### **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good for the duration of construction, commencing from the handover of the site up to the end of the defects liability period.
3. Should the contract be terminated for any reason; this agreement shall lapse upon the date of termination.
4. The Contractor 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 thereto.
  - (b) All the requirements of the Construction Regulations hereinafter referred to as the "Regulations", together with any amendments thereto.
  - (c) The Health and Safety Specification of the Employer as pertaining to the Contractor and to all his subcontractors.
5. In addition to the requirements of the contract, the Contractor agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the Act and the Regulations.

6. The Contractor is responsible for the compliance with the Act and the Regulations by all his subcontractors, whether or not selected or nominated and/or approved by the Employer.
7. The Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
8. The Contractor undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
  - (a) The Contractor undertakes to comply with all provisions of the Act and its Regulations.
  - (b) The Contractor will be obliged to report to the Employer on a regular basis regarding compliance by the Contractor with the Act and its Regulations.
  - (c) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (d) The Employer hereby records an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Contractor and/or his employees and/or his subcontractors.

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

---

**for and on behalf of the Contractor who warrants to be duly authorised to do so**

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

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

As witnesses:

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

---

**for and on behalf of the Employer who warrants to be duly authorised to do so**

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



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

As witnesses:

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

**C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT is made between the Johannesburg Development Agency represented by the .....(hereinafter called the EMPLOYER of the one part, herein represented by:

in his/her capacity as:

and:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

in his/her capacity as:

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

**CONTRACT NO. : JDA 19.13.3.B.719254**

for the

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**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed

by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's AGENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

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

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

CAPACITY: \_\_\_\_\_

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

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

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

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

CAPACITY: \_\_\_\_\_

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

## **PART C2: PRICING DATA**

### **C2.1 PRICING INSTRUCTIONS**

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015. Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are stated in the Contract Data.
3. The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee, are forming part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bills of Quantities.
4. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the “General Preambles for Trades 2017” published by the Association of South African Quantity Surveyors.
5. Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the “amount” column and show the corresponding total tendered price.
9. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that

were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).

10. The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
11. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted, subject to the Principal Agent's approval.
12. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
13. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
14. The Bills of Quantities is not intended for the ordering of materials or programming of the works. Any ordering of materials or programming of the works, based on the Bills of Quantities, is at the Contractor's risk.
15. The amount of the Preliminary Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
16. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 15 but taking into account the revised period for completing the works.
17. The amount or items of the Preliminary Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
18. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 17 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent is Value Related
  - c) 75 percent is Time Related.
19. The adjustment of the Preliminary Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary Section shall exclude any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for

in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

20. It is a condition of this tender that the successful contractor shall be required to sub contract a minimum value of work to local SMME's in the range of 15%-20% of the works. In this regard it is envisaged that separate Preliminaries will be required by these respective SMME's to execute their works and the Contractor is duly advised to strictly price separately from the 'Main Contractors' Preliminaries for Preliminaries to be paid to the respective SMME's in the execution of their works. Bidders are to also ensure that they use market related rates for SMME Pricing. Failure to do so will/may result in the tenderer being disqualified from the bidding process.

21. The quantities of work as measured and accepted and certified for payment in accordance with the 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 difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

23.

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 each 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

24. The units of measurements 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	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs)



Prov Sum = Provisional Sum

25. Occupational Health and Safety Act and Construction Regulations

A payment item in the Bill of Quantities has been made to allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item, must also include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.

C2.2 BILL OF QUANTITIES

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

**BASIS OF THE CONTRACT**

The basis of the Contract shall be the 'Contract Documents' as defined in the JBCC Principal Building Agreement, incorporating the following:

- a) The drawings and Bills of Quantities
- b) The JBCC Edition 6.2 dated May 2018 of the Principal Building Agreement as prepared by the Joint Building Contracts Committee and recommended by the JBCC Constituents.
- c) The JBCC General Preliminaries dated May 2018 for use with the Principal Building Agreement as recommended and published by the Joint Building Contracts Committee shall be deemed to be incorporated in this project specific preliminaries, amended hereinafter described.
- d) The General Preambles for Trades 2017 as recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.
- e) Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles

Tenderers are referred to the above-mentioned documents for the full intent and meaning of each clause thereof, for which such allowance shall be made as may be considered necessary.

Where standard clauses or alternatives are not entirely applicable to this Contract, such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements, shall take precedence, notwithstanding

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anything to the contrary contained in the abovementioned documents.

Where any item is not relevant to this specific Contract, such item is marked 'Not Applicable'.

No claim whatsoever shall be entertained in respect of errors or omissions in pricing due to brevity of descriptions of items, which are fully described when read in conjunction with the relevant clauses of the said principal building agreement, preliminaries and preambles.

Allowance is made opposite each of the clauses for whatever costs and charges necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out herein. Only priced items will be considered in respect of any adjustment of this section. Any items left unpriced will be understood to be provided free of charge and no claim for any extras arising out of the omission to price any item will be entertained.

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### Pricing of bills of quantities

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

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

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

### Abbreviated descriptions

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

### Legal status of contractor

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If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**
2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons
3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

## **SECTION A : JBCC PRINCIPAL BUILDING AGREEMENT**

### **Interpretation (A1 - A7)**

A1 Definitions and interpretation as clause 1.

Clause 1.1 is deemed to be amended by the addition and amendments of the following:

Change the Definition of "**AGREEMENT**" to read as follows:  
**AGREEMENT** means the agreement arising from the signing of the Form of Offer and Acceptance by the **parties**.

Change the Definition of "**CONSTRUCTION PERIOD**" to read as follows:

The period commencing on the date of **site** hand over and ending on the date of **practical completion**.

Change the Definition of "**CONTRACT SUM**" to read as follows:

The total of prices in the Form of Offer and Acceptance.

**EXCEPTIONALLY INCLEMENT WEATHER** means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected

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	F:..... V:..... T:.....	<u>Item</u>	
A2	<b>Law</b> , regulations and <b>notices</b> as clause 2.		
	F:..... V:..... T:.....	<u>Item</u>	
A3	Offer and acceptance as clause 3.		
	F:..... V:..... T:.....	<u>Item</u>	
A4	Cession and assignment as clause 4.		
	F:..... V:..... T:.....	<u>Item</u>	
A5	Documents as clause 5.		
	<b>Value Added Tax</b>		
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)		
	F:..... V:..... T:.....	<u>Item</u>	
A6	Employer's agents as clause 6.		
	Clause 6.5 is deleted and replaced with the following:		
	6.5 Should the <b>principal agent</b> or any <b>agent</b> be unable to act or cease to be an agent, the <b>employer</b> shall inform the <b>contractor</b> of the new <b>principal agent</b> or <b>agent</b> appointed.		
	F:..... V:..... T:.....	<u>Item</u>	
A7	Design responsibility as clause 7.		
	Clause 7.0 is amended by the addition of the following clauses to the end thereof:		
	<b>Carried to Collection</b>	R	
Section No. 1			
Bill No. 1			
PRELIMINARIES			
5			

7.4 Notwithstanding the provisions of clause 7.2, the **contractor** is to ensure that **nominated, selected** or **domestic subcontractors** shall simultaneously with the signing of the relevant **nominated, selected** or **domestic sub-contract** sign and deliver to the **employer** a design materials and workmanship warranty and undertaking in favour of the **employer**.

7.5 Any subcontractor whose subcontract involves design work will be required to provide to the **employer** evidence of "professional indemnity" insurance for such design work.

If the **contractor** fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the **contractor**"

F:..... V:..... T:.....

Item

**Insurances and securities (A8 - A11)**

A8 Works risk as clause 8.

F:..... V:..... T:.....

Item

A9 Indemnities as clause 9.

Clause 9.1 is amended by the addition of the following clause to the end thereof:

9.1.4 The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise

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than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

Clause 9.2.7 is deleted

F:..... V:..... T:.....

Item

A10 Insurances as clause 10.

Clause 10.2 is deleted

F:..... V:..... T:.....

Item

A11 Securities as clause 11.

Clause 11.1 is deleted and replaced with the following clause:

11.1 The **contractor** shall provide the **security** as stated in the **contract data**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** of acceptance of the **contractor's** tender.

Clause 11.1.2 is deleted and replaced with the following clauses:

11.1.2 The **employer** has selected the **security** in terms of clause 11.0, which is a fixed guarantee for construction and payment reduction. This guarantee is to be issued by the **contractor**:

11.1.2.1 The **contractor** shall furnish the **employer** with a fixed guarantee for construction equal in value to ten per cent (10%) of the **contract sum**

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within fourteen (14) **calendar days** from the offer of appointment date.

11.1.2.2 The fixed guarantee for construction shall come into force, be administered and expire in terms of the guarantee for construction form included under Part C1 **Agreement** and **Contract Data**, Clause C1.3 Guarantee for Construction.

11.1.2.3 The **employer** shall return the fixed guarantee for construction to the **contractor** within fourteen (14) **calendar days** of its expiring.

11.1.2.4 The payment reduction to the value certified in a **payment certificate** shall be made [25.12.1, 25.12.3].

11.1.2.5 Where the **employer** has a right of recovery against the **contractor** [27.0], the **employer** may issue a written demand in terms of the fixed guarantee for construction or may recover from the payment reduction or both.

F:..... V:..... T:.....

Item

**Execution (A12 – A17)**

A12 Obligations of the **parties** as clause 12.

Clause 12.0 is amended by the addition of the following clauses:

12.2.18 "...including but not limited to fencing off the site."

12.2.18(a)The **contractor** shall provide air conditioned office accommodation for meetings suitable for 20 persons. The office accommodation is to be kept clean and fit for use at all times by the **contractor**.

In addition the **contractor** shall provide air conditioned office accommodation for the resident engineer. The resident engineer's office will be fitted out with a desk, chair, filing cabinet, waste paper bin and internet

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connectivity. The resident engineer's office will be kept clean and fit for use at all times.

12.2.18(b) The **contractor** shall provide 1No main notice board of an approved design with the title of the project and the names of the **employer**, the **principal agent**, the **agents** and the **contractor** sign written thereon. The **principal agent** shall instruct the **contractor** where the boards are to be erected".

F:..... V:..... T:.....

Item

A13 Setting out as clause 13.

Cause 13.0 is amended by the addition of the following clauses at the end thereof

13.3 The **contractor** shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the **principal agent** in a format approved by the **principal agent**.

Should the **contractor** fail to comply with this requirement to the satisfaction of the **principal agent**, progressively as the structure is constructed, the **employer** shall be entitled to commission a registered land surveyor to do so on the **contractor's** behalf and at the **contractor's** expense.

13.4 The **contractor** shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the **employer**.

F:..... V:..... T:.....

Item

A14 Nominated **subcontractors** as clause 14.

F:..... V:..... T:.....

Item

A15 Selected **subcontractors** as clause 15.

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F:..... V:..... T:.....

Item

A16 **Direct contractors** as clause 16.

**Attendance on direct contractors**

In respect of **direct contractors** the **contractor** shall:

1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials
2. Allow the use of personnel welfare facilities, where provided
3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation
4. Permit the **direct contractor** to use erected scaffolding, hoisting facilities, etc provided by the **contractor**, in common with others having the like right, while it remains erected on the **site** [16.1]

F:..... V:..... T:.....

Item

A17 Contract instructions as clause 17.

Clause 17.0 is deemed to be amended by the addition of the following clause:

17.1.21 Acceleration (irrespective of whether or not the principal agent rules that the **contractor** is entitled to a revision of the date of **practical completion**), but provided that a **contract instruction** to accelerate may not, unless otherwise agreed by the contractor, be issued at a time when it would not be reasonable for an experienced **contractor** to achieve the required acceleration given the available remaining period.

17.6 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**.

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17.7 Upon receipt of **construction information**, the **contractor** shall, before proceeding to execute the **works**, notify the **principal agent** where (i) any documents are missing or incomplete or insufficient, (ii) the **construction information** contains any errors which a reasonable **contractor** would have discovered in reading or analysing the document concerned.

17.8 Where the **contractor** has not notified the **principal agent** of any errors, discrepancies or deficiencies in **construction information**, the **contractor** shall not be entitled to any adjustment to the contract value or revision of the date for **practical completion**.

17.9 If the **contractor** fails to obtain the necessary warranties and/or indemnities from the **subcontractors**, the design responsibility shall be deemed to devolve upon the **contractor**.

F:..... V:..... T:.....

Item

#### **Completion (A18 – A24)**

A18 Interim completion as clause 18.

F:..... V:..... T:.....

Item

A19 Practical completion as clause 19.

Clause 19.0 is amended by the addition of the following clauses to the end thereof:

19.8 Without derogating from the generality of the requirements for **practical completion** the following specific requirements shall apply:

19.8.1 **Defects** occurring after the issue of the **practical completion** list requiring remedial work that will in the opinion of the **principal agent** cause disruption will cause the issue of the **certificate of practical**

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**completion** to be withheld until such **defects** have been rectified to the satisfaction of the **principal agent**.

19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local / national authority) from the **contractor** to achieve **practical completion**:

- a) A certificate from the **contractor** that all aspects of the construction regulations of 2014 have been complied with.
- b) A certificate from the **contractor** that the National Building Regulations have been complied with.
- c) A certificate of compliance with respect to plumbing and drainage.
- d) An electrical certificate of compliance
- e) A mechanical certificate of compliance.
- e) Any other applicable guarantees.

19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the **principal agent** prior to practical completion being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the **contractor** as well as the applicable services **subcontractor**.

19.9 After the issue of the **certificate of practical completion**, entry upon the works to make good **defects** shall be at such reasonable times as shall be agreed by the **principal agent**.

F:..... V:..... T:.....

Item

A20 Completion in **sections** as clause 20.

F:..... V:..... T:.....

Item

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A21 **Defects** liability period and **final completion** as clause 21.

F:..... V:..... T:.....

Item

A22 **Latent defects** liability period as clause 22.

F:..... V:..... T:.....

Item

A23 Revision of the date for **practical completion** as clause 23.

Clause 23.1.1 is deemed to be amended by the addition of the following sub-clauses:

23.1.1 Exceptionally inclement weather

Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project.

The **contractor** shall be deemed to have allowed in his **programme** for the works and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average.

A delay caused by exceptionally inclement weather conditions will be regarded as a delay only if, in the opinion of the **principal agent**, all progress on an item or items of work on the critical path of the working **programme** of the **contractor** has been brought to a halt. Delays on **working days** only (based on a five-day working week) will be taken into account for the extension of time, but the **contractor** shall make provision in his **programme** of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 30 days. Extension of time during **working days** will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.

Clause 23.0 is amended by the addition of the following clauses to the end thereof:

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23.9 Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed **programme** for the **works** is delayed.

F:..... V:..... T:.....

Item

A24 **Penalty** for late or non-completion as clause 24.

F:..... V:..... T:.....

Item

#### **Payment (A25 – A27)**

A25 Payment as clause 25.

#### **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

Clause 25.2 is deleted and replaced by the following.

25.2 The **principal agent** shall issue an interim **payment certificate** every month until the issue of the final **payment certificate**. The **contractor** is to issue his payment requisition to the quantity surveyor by the 18<sup>th</sup> of each month in preparation for the quantity surveyor to issue a valuation to the **principal agent** by the 25<sup>rd</sup> of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the **works** done. The **payment certificate** shall be issued on the date stated and may be for a nil or negative amount.

Clause 25.5 is amended by the deletion of the first sentence and replaced with the following:

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**Materials and goods** shall not, as a general rule, be included in the value certified. Should the **principal agent** agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the **principal agent**, the **contractor** has issued a bank guarantee to the **employer** in a format to be approved by the **principal agent**.

Clause 25.12.2 is deleted and replaced with the following:

25.12.2 Ninety-five per cent (97.5%) of such value in interim payment certificates issued on to the date of **practical completion** and up to but excluding the date of **final completion**.

F:..... V:..... T:.....

Item

Clause 25.10 is deleted and replaced with the following:

25.10 The **employer** shall pay to the **contractor** the amount certified in an interim payment certificate within thirty (30) **calendar days** of the date of receipt of the contractor's tax invoice for the amount certified.

Clause 25.15 is deleted and replaced with the following clause:

25.15 The **employer** shall pay the **contractor** the amount certified in the final payment certificate within thirty (30) **calendar days** of the date of issue of the **final payment certificate** subject to the **contractor** giving the **employer** a tax invoice for the amount due.

Clause 25.16 is deleted and replaced with the following clause:

25.1.1 The **contractor** shall accept or object to the **final account** within forty-five (45) **calendar days** of receipt thereof. On acceptance, or should the **contractor** not object with reasons to the **final account** within such period, the **principal agent** shall issue the **final payment certificate**.

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A26 Adjustment of the **contract value** and **final account** as clause 26.

#### Fluctuations in costs

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor** [26.9.5]

#### 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

#### Claims from subcontractors

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]

F:..... V:..... T:.....

Item

A27 Recovery of expense and/or loss as clause 27.

F:..... V:..... T:.....

Item

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**Suspension and termination (A28 – A29)**

A28 Suspension by the **contractor** as clause 28.

F:..... V:..... T:.....

Item

A29 Termination as clause 29.

Clause 29.1 is amended by the addition of the following clauses to the end thereof:

29.1.4 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.

29.1.5 The **contractor's** estate being sequestrated, liquidated, or surrendered in terms of the insolvency laws in force with the Republic of South Africa.

29.1.6 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.

29.1.7 The **contractor** fails to perform in terms of the **agreement** or the **employer** on reasonable ground believe that the **contractor** may not be able to comply with his obligation.

F:..... V:..... T:.....

Item

**Dispute Resolution (A30)**

A30 Dispute resolution as clause 30.

F:..... V:..... T:.....

Item

**New Clause – Small Contractor and Targeted Enterprise Development**

A31 New Clause 31.0 is added, as follows:

The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation

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by Targeted Enterprises and local SMME contractors in terms of Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is as follows:

For SMME:

- If the Contractor fails to ensure and prove that 40% of the 30% SMME Target Spend is met at the time that 50% of the total contract period is reached, the Employer may, at the Employer's discretion, step in to facilitate the Target being met for which such costs will be recovered from the Contractor through the Recovery Statement
- If the Contractor fails to ensure and prove that 60% of the 30% SMME Target Spend is met at the time that 75% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value
- If the Contractor fails to ensure and prove that 100% of the 30% SMME Target Spend is met at the time that 95% of the total contract period is reached, the Employer shall, at the Employer's discretion, apply a Penalty of 50% of the shortfall (shortfall = 75% of 30% Target minus Actual Proven Amount Spent) on the 30% SMME Target Spend Value
- Notwithstanding anything to the contrary herein, the Contractor will not be relieved of the Contractor's obligation to pay all amounts due to an SMME(s), on a fortnightly and/or monthly basis, regardless of when the Contractor receives payments from the Employer. Should the Contractor fail to fulfil this obligation the Employer shall, at the Employer's discretion, apply a penalty of 10% of the amount(s) due to the SMME(s) on a monthly basis and pay a portion of such amounts (for which such portion shall be determined at the Employer's discretion) directly to the affected SMME(s)

Notwithstanding the Contractor's obligation to meet the respective Target Spends, the Contractor shall provide a

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status report on the progress of meeting this target in the requisite Progress Reports.

Furthermore, it is a condition of this tender that the successful contractor is required to take full responsibility of managing all appointed Sub-contractors and the quality of their works

F:..... V:..... T:.....

Item

**NEW CLAUSE – Progress Reports and Programme Updates**

A32 New Clause 32.0 is added, as follows:

The Contractor is to generate progress reports and programme updates in the format to be provided by the Employer failing which Penalties will be applied as follows:

- EPWP Targets & Reporting - The Contractor shall ensure that EPWP Targets and Reporting requirements are met at all times. Reporting shall be in the format to be provided by the Employer and at intervals prescribed by the Employer. The penalty for failure, on the part of the Contractor, to submit any EPWP Reports (including all requisite back-up documentation) on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer.
- Monthly Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any monthly progress report on the 20th day of each month (or the previous working day should the 20th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R1000.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be

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provided by the Employer. Progress reports shall further include a report on SMME's and Targeted Enterprise for the JDA that includes the following:

- o SMME resources on the site, i.e. supervisors, labour, plant tools and equipment
  - o SMME progress of works on site
  - o SMME Sub-contractor quality control on site
  - o SMME expenditure on the Project versus target expenditure
  - o Copies of minutes of the SMME Sub-contractor Contractor progress meetings
  - o SMME training on the Project
  - o Concerns and improvements to be made
- Interim Progress Reporting: The penalty for failure, on the part of the Contractor, to submit any interim progress report on the 10th day of each month (or the previous working day should the 10th fall on a non-working day) until the issue of the Certificate of Practical Completion shall be subject to a penalty of R500.00 per report per calendar day, until the report is submitted and shall not be reversible. The Contractor shall report on the progress of all aspects relating to the Contract as requested in the report format to be provided by the Employer. Progress reports shall further include a report on SMME's for the JDA that includes the following:
    - o SMME resources on the site, i.e. supervisors, labour, plant tools and equipment
    - o SMME progress of works on site
    - o SMME quality control on site
    - o SMME expenditure on the Project versus target expenditure
    - o Copies of minutes of the SMME Sub-contractor and Contractor progress meetings
    - o SMME training on the Project Concerns and improvements to be made

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### AGREEMENT

The required information of the **parties** and the amount of the **contract sum** shall be inserted in the **agreement** for signature of the **parties**

F:..... V:..... T:.....

Item

### CONTRA DATA

Tenderers are referred to the Contract Data document for the Project information, Contract information, Tender Closing information, Tenderer's selections

#### **Tenderer's selections**

**Tenderers must complete the tenderer's selection of the Contract Data document for submission**

F:..... V:..... T:.....

Item

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SECTION B : GENERAL PRELIMINARIES

B1 Definition and Interpretation

Clause 1.1 - Definitions.

F:..... V:..... T:.....

Item

Clause 1.2 - Interpretation.

F:..... V:..... T:.....

Item

B2 Documents

Clause 2.1 - Checking of documents.

F:..... V:..... T:.....

Item

Clause 2.2 - Provisional **bills of quantities**.

The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement

F:..... V:..... T:.....

Item

Clause 2.3 - Availability of **construction information**.

F:..... V:..... T:.....

Item

Clause 2.4 - Ordering of **materials and goods**

F:..... V:..... T:.....

Item

B3 Previous work and adjoining properties

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Clause 3.1 - Previous work - dimensional accuracy.

F:..... V:..... T:.....

Item

Clause 3.2 - Previous work - **defects**.

F:..... V:..... T:.....

Item

Clause 3.3 - Inspection of adjoining properties.

F:..... V:..... T:.....

Item

B4

**The Site**

Clause 4.1 - Handover of **site** in stages.

F:..... V:..... T:.....

Item

Clause 4.2 - Enclosure of the **works**.

F:..... V:..... T:.....

Item

Clause 4.3 - Geotechnical and other investigations.

F:..... V:..... T:.....

Item

Clause 4.4 - Encroachments.

F:..... V:..... T:.....

Item

Clause 4.5 - Existing premises occupied.

F:..... V:..... T:.....

Item

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Clause 4.6 - Services - known.

F:..... V:..... T:.....

Item

B5 **Management of Contract**

Clause 5.1 - Management of the **works**.

F:..... V:..... T:.....

Item

Clause 5.2 - Progress meetings.

F:..... V:..... T:.....

Item

Clause 5.3 - Technical meetings.

F:..... V:..... T:.....

Item

B6 **Samples, shop drawings and manufacturer's instructions**

Clause 6.1 - Samples of materials.

F:..... V:..... T:.....

Item

Clause 6.2 - Workmanship samples.

F:..... V:..... T:.....

Item

Clause 6.2 - Workmanship samples.

F:..... V:..... T:.....

Item

Clause 6.3 - Shop drawings.

F:..... V:..... T:.....

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		<u>Item</u>	
	Clause 6.4 - Compliance with manufacturer's instructions.		
	F:..... V:..... T:.....	<u>Item</u>	
B7	<b><u>Deposits and fees</u></b>		
	Clause 7.1 - Deposits and fees.		
	F:..... V:..... T:.....	<u>Item</u>	
B8	<b><u>Temporary services</u></b>		
	Clause 8.1 - Water.		
	F:..... V:..... T:.....	<u>Item</u>	
	Clause 8.2 - Electricity.		
	F:..... V:..... T:.....	<u>Item</u>	
	Clause 8.3 - Ablution and welfare facilities.		
	F:..... V:..... T:.....	<u>Item</u>	
	Clause 8.4 - Communication facilities.		
	F:..... V:..... T:.....	<u>Item</u>	
B9	<b><u>Prime cost amounts</u></b>		
	Clause 9.1 - Responsibility for <b>prime cost amounts</b> .		
	F:..... V:..... T:.....	<u>Item</u>	
B10	<b><u>Attendance on subcontractors</u></b>		
	Clause 10.1 - General attendance.		
	<b>Carried to Collection</b>	R	
<div> <div>Section No. 1</div> <div>Bill No. 1</div> <div>PRELIMINARIES</div> </div> <div>25</div>			

F:..... V:..... T:.....

Item

Clause 10.2 - Special attendance.

F:..... V:..... T:.....

Item

B11

**General**

Clause 11.1 - Protection of the **works**.

F:..... V:..... T:.....

Item

Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in **sections**.

F:..... V:..... T:.....

Item

Clause 11.3 - Security of the **works**.

F:..... V:..... T:.....

Item

Clause 11.4 - Notice before covering work.

F:..... V:..... T:.....

Item

Clause 11.5 - Disturbance.

**Disturbance**

All demolition work including removal thereof to dispatch areas as well as other works that will cause excessive noise, dust and odour shall only take place after hours between 18h00 and 06h00. 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

F:..... V:..... T:.....

Item

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Clause 11.6 - Environmental disturbance.

**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 are used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works**

F:..... V:..... T:.....

Item

Clause 11.7 - **Works** cleaning and clearing.

F:..... V:..... T:.....

Item

Clause 11.8 - Vermin.

F:..... V:..... T:.....

Item

Clause 11.9 - Overhand work.

F:..... V:..... T:.....

Item

Clause 11.10 - Tenant installations.

F:..... V:..... T:.....

Item

Clause 11.11 - Advertising.

F:..... V:..... T:.....

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Item

SECTION C : SPECIFIC PRELIMINARIES

C1 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 executing the work and shall deliver same to the **principal agent** on **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:.....

Item

C2 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the **employer**

F:..... V:..... T:.....

Item

C3 Cooperation of the **contractor** for cost management

It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost

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management procedures which will be implemented to ensure that the **contract value** does not exceed the budget

F:..... V:..... T:.....

Item

C4 Overloading

The **contractor** shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the **works** or temporary works eg scaffolding, etc. The **contractor** shall submit details of his proposed loading, storage, plant erection, etc to the **principal agent** for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense

F:..... V:..... T:.....

Item

C5 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** temporary works eg scaffolding, etc. The **contractor** shall submit details of his proposed loading, storage, plant erection, etc to the **principal agent** for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense

F:..... V:..... T:.....

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C6      Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

F:..... V:..... T:.....

Item

C7      Health and safety

Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the **employer** shall prepare a documented health and safety specification for the **works** and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]

The **contractor** shall:

1. Comply with the health and safety specification for the **works**
2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**
3. Cooperate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** health and safety specification

F:..... V:..... T:.....

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		<u>Item</u>	
C8	Green star building certification  F:..... V:..... T:.....	<u>Item</u>	
C9	Broad based black economic empowerment (BBBEE)  Tenders submitted will be evaluated taking into account their empowerment rating  The <b>employer</b> will be monitoring the broad based black economic empowerment (BBBEE) status of the <b>contractor</b> throughout the execution of the <b>works</b>  The <b>contractor</b> is to submit to the <b>principal agent</b> on an annual basis a schedule of spend, split into vendors engaged as <b>subcontractors</b> and suppliers indicating their BBBEE rating including proof of the said rating  F:..... V:..... T:.....	<u>Item</u>	
C10	Advertising rights  The <b>employer</b> may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The <b>contractor</b> shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the <b>principal agent</b> so as not to hinder the <b>contractor</b> in meeting his obligations under this <b>agreement</b>  F:..... V:..... T:.....	<u>Item</u>	
C11	Confidentiality  The <b>contractor</b> undertakes to maintain in confidence any and all information regarding this project and shall obtain		
<b>Carried to Collection</b>		R	
Section No. 1 Bill No. 1 PRELIMINARIES			
31			

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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

C11 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

C12 CLO Community liaison officer

Allow CLO to be appointed for the duration of the contract at R 10 500 per month, inclusive of R250.00 per month for airtime

F:..... V:..... T:.....

Item

C13 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out

F:..... V:..... T:.....

Item

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C14 Training

Contractor to allow R 250 000.00 for training library staff on operation of equipment, a breakdown will be required, and payment will be based on proven cost

F:..... V:..... T:.....

Item

R250 000.00

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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Item No	Quantity	Rate	Amount
<p><b><u>BUILDERS WORK</u></b></p> <p><b><u>SECTION No. 2</u></b></p> <p><b><u>BILL NO 1: ALTERATIONS</u></b></p> <p><b><u>Preambles</u></b></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><b><u>Supplementary preambles</u></b></p> <p>All works are to be executed in conjunction with the architectural drawings and/or specification provided and inline with the approved method statement.</p> <p>All works are to be prepared as per specialist /architects instruction.</p> <p>All dimensions, levels and heights are to be checked on site and any discrepancies to be reported to the project architect before any work commences.</p> <p><b><u>View site</u></b></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p>			
<p><b>Carried to Collection</b></p>			<p>R</p>
<p>Section No. 2 Bill No. 1 ALTERATIONS</p>			

**Explosives**

No explosives whatsoever may be used for alteration purposes unless otherwise stated

**General**

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent

Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 10km to store and handed over to the employer

Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc

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 ALTERATIONS

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With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (Ceilings, floors, etc)

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to the buildings occupants and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent

Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent

Panels, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, reinstalling as required and making good structural silicone, thermal tape, etc, and adjusting and repairing frames as necessary, replacing any glass damaged in removal, unless otherwise described.

Prices for taking out of damaged skylight panels, etc shall include for removal and disposal of to a dumpsite of the suppliers choosing

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Making good of finishes shall include making good of the structural frames, thermal tape and structural silicone concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, skylight panels, windows, fittings, etc.)

**TEMPORARY BARRICADES, SCREENS, ETC**

**Temporary barricades, screens, etc including removal**

- | No | Item  | Unit | Quantity | Rate | Amount |
|----|---|------|----------|------|--------|
| 1  | Provide approved protection for all existing fixed and non fixed items in all areas where the works is to be undertaken etc |      |          |      |        |

**REMOVAL OF EXISTING WORK**

**GLAZING**

Taking out and removing skylight panels, etc, including thermal tape, structural silicone, etc, and prepare for, supply and install new skylight panels to match existing, installed in existing support structure, top layer of silicone to be removed  $\pm 5\text{mm}$  below current surface, Aluminium and glass edges to be cleaned with a special solvent, New black structural grade silicone to be applied on all joints. complete and including making good upon completion

**Laminated glass**

**6,38mm S10 silver laminated glass**

- |   |   |    |   |  |  |
|---|---|----|---|--|--|
| 2 | Remove existing cracked glass panel exceeding $0.5\text{m}^2$ but not exceeding $1\text{m}^2$ , including thermal tape and structural silicone. | No | 7 |  |  |
|---|---|----|---|--|--|

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**Concrete roof slab**

HVAC units are positioned on the various areas of concrete slab. These areas have inadequate slope towards downpipe inlets leading to drainage/damp issues within the library building and require screeding and waterproofing measures.

**Gutters (internal and external)**

Gutters are in some instances of copper plate (mostly external) whilst in other instances are of steel (mostly internal). Gutters are leaking, mostly at joints and in some instances at bends. All gutters require to be successfully waterproofed to prevent ingress of rainwater into the library building.

**Concrete channels**

Concrete channels are mostly internal to the periphery of the building and carry rainwater to pipe inlets which in turn convey rainwater to lower levels ultimately destined to the Johannesburg stormwater system. These channels require waterproofing to prevent ingress of rainwater into the library building.

**Gutter intake/hopper boxes**

Rainwater from the gutters is conveyed into steel downpipes via intake/hopper boxes which are leaking, thus permitting the ingress of rainwater into the library building resulting in major damage to the wood-encased steel downpipes. These intake/hopper boxes need to be waterproofed.

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### **Rainwater steel downpipes**

Rainwater downpipes are showing signs of leakage and require waterproofing to prevent any ingress of rainwater into the building. However, it needs to be noted that the downpipes which at some locations run within the walls of the building, change direction which will provide challenges with respect to waterproofing the downpipes at these locations.

### **Testing of waterproofing works**

All waterproofing works per individual item or section need to be subjected to a 24-hour water test.

### **Note:**

As waterproofing is highly specialised, all items of work relating to it need to be carried out by suitably experienced and skilled individuals. In the case of products being applied, the applicators need to be certified/approved by the product manufacturer; and

For all waterproofing, a 3-year maintenance period will apply together with a 10-year guarantee.

The whole of the works shall need to be carried out with as little mess and noise as possible, and with minimum disturbance to the building's occupants and adjoining premises and their tenants.

It is the tenderers' responsibility to acquaint themselves with a thorough understanding of the nature of the project and its challenges. Hence it is essential that tenderers visit the site and for themselves see the project requirements, in particular that much of the envisaged works will be carried out at elevated levels.

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Occupational, Health and Safety is a critical aspect of the project, and all requirements of the relevant OHS acts will need to be fully complied with, and no relaxations will be entertained.

**WATERPROOFING TO EXISTING ROOF**

1	Realignment and repositioning of roof tiles at selected locations on the existing roof including all associated work items and costs, e.g. providing own access to the relevant locations, fixing of tiles in position, professional cutting of tiles, removal of any associated debris, localised waterproofing using Sikalastic-560 to manufacturer's specification, etc.	m2	60
2	Taking down and removing bird roof mesh in order for waterproofing of roof and gutters to be carried out and replacing with new to match the existing. Rates to include all associated work items and costs.	m	225
3	Removal of existing roof tiles and after waterproofing, replacement of same if these are damaged.	m2	300
4	Taking receipt of roof tiles provided by others and placing and fixing of such tiles, including all associated work items and costs. This will include working in confined spaces at certain locations, e.g. under stairway on roof.	m2	30
5	Removal of existing defective waterproofing and preparing surfaces to be re-waterproofed by scraping down and cleaning surfaces to be waterproofed, including removing from site all waste material, scapings, other debris etc.	m2	300
6	Applying Sikalastic-560 to prepared roof surfaces including overlapping. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	m2	360

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7	Applying Sikalastic-560 to flashing areas (varying in width of between 300 mm and 500 mm) between sections of tiled roof and copper plated roof. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	m	225		
8	Applying Sikalastic-560 to plug holes left after the removal of roof anchors by the previous contractor. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	No	50		
<b><u>WATERPROOFING OF CONCRETE SLAB</u></b>					
9	Prepare existing areas of concrete surface by removing existing waterproofing followed by scraping and cleaning of the surface including removal from site of all scrapings, debris etc. Rate to include for all associated work items and costs.	m2	180		
10	Provide concrete screed (varying in thickness of between 35 mm and 100 mm) on existing areas of concrete slab, with the necessary slope to ensure efficient drainage.	m2	80		
11	Apply Sikalastic-560 to areas of concrete slab. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	m2	180		
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**Note:**

The waterproofing of concrete slab will take place in areas currently occupied by HVAC units. These units will have been lifted/jacked by others to create the necessary space between slab and unit for the above waterproofing and associated activities to be carried out. Therefore the tenderer is to take into account that these activities will take place within a confined space.

**WATERPROOFING OF GUTTERS**

**External gutters**

**Note:**

The external copper gutters are generally leaking at the joints. The previous contractor has addressed some of these joints (approximately 15% of the joints) by installing a thin (approximately 150 mm wide) over the joint, following the shape of the gutter and soldered along all outer edges of the strip. Most of this work however requires assessment and testing of the sealing of the joints, which the previous contractor never managed to address. Once this has been achieved, and the joints have been found to be successfully sealed, the tenderer will be required to instal metals strips to cover all the remaining gutter joints which will also need to be subjected to assessment and testing of the sealing of the joints. Once the joints have been found to be successfully sealed, a waterproofing product will be applied over the entire gutter area including the metal strips. Further, the successful tenderer is to note that he accepts full responsibility for the sealing of all gutter joints.

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12	Assessment and testing of all gutter joints sealed by the earlier contractor by way of a metal strip, and where necessary, correcting this work to ensure successful sealing of the joints. Rates to include all associated work items and costs and for the removal from site of any debris generated during this process.	m	120		
13	Installing of metal strip over balance of gutter joints and testing to ensure successful sealing of the joints. Rates to include all associated work items and costs and for the removal from site of any debris generated during this process.	m	120		
14	Applying Sikalastic-560 to the total interior area of the gutters, plus the gutter flashing area extending beneath the roof tiles. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	m2	400		
15	Fixing/filling of all minor holes over gutter/roof flashings with an expansive, polyurethane foam such as Sika Boom or similar. Foam to be finished/cut off evenly/smoothly in order to waterproof over the foam finish.	l	25		
16	Applying a multi-purpose elastic adhesive and joint sealant with good bonding and application properties such as Sikaflex-11FC or similar to seal cracks over existing gutters. Rate to include for all associated work items and costs, including preparation of the surface areas to be sealed.	l	60		
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**Internal gutters**

17	Prepare the surface area of internal gutters (generally of steel) by way of scraping and stripping of all earlier waterproofing or any other deficient surfacing. In the instance where the gutters are showing signs of rust, these areas need to be adequately sanded down and treated for rust with a product approved by the engineer and applied to the specification of the manufacturer. Rates to include all associated work items and costs and for the removal from site of any debris generated during this process.	m2	100
18	Apply Sikalastic-560 to the total interior area of the gutters, plus the gutter flashing area extending beneath the roof tiles. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	m2	100

**WATERPROOFING OF CONCRETE CHANNELS**

19	Prepare the surface area of concrete channels by way of scraping and stripping of all earlier waterproofing or any other deficient surfacing. Rates to include all associated work items and costs and for the removal from site of any debris generated during this process.	m2	160
20	Apply Sikalastic-560 to the total interior area of the concrete channels. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	m2	160

**WATERPROOFING OF GUTTER INTAKE/HOPPER BOXES**

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**Note:**

There is evidence that the gutter intake/hopper boxes are leaking, leading to severe water damage to the interior of the library as well as to the wood encasement of the downpipes, hence the need to ensure that the gutter intake/hopper boxes are successfully sealed to prevent the ingress of rainwater into the library area. The tenderer is to note that access to the gutter intake/hopper boxes is very restrictive and could post challenges.

21	Prepare the surface area of gutter intake/hopper boxes (generally of steel and covering an area of approximately 2.5 m <sup>2</sup> ) by way of scraping and stripping of all earlier waterproofing or any other deficient surfacing. In the instance where the gutter intake/hopper boxes are showing signs of rust, these areas need to be adequately sanded down and treated for rust with a product approved by the engineer and applied to the specification of the manufacturer. Rates to include all associated work items and costs and for the removal from site of any debris generated during this process.	No	10
22	Apply Sikalastic-560 to the total interior area of the gutter intake/hopper boxes. The application will include a first coat of Sikalastic-560 followed by Sika Reemat Premium and 2 additional coats of Sikalastic-560, all to the manufacturer's product specification. Rates to include all associated work items and costs.	No	10

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## **WATERPROOFING OF RAINWATER STEEL DOWNPIPES**

There is evidence of ingress of rainwater in the vicinity of intake/hopper boxes which is leading to damage of the wood encasements of downpipes within the library building. This damage may however also be caused or aggravated by the leakage of downpipes, which currently cannot be established. Therefore, the intention is that the intake/hopper boxes will initially be waterproofed following which water tests will be carried out to ensure that they are adequately sealed. Thereafter the downpipes will be tested as a separate item to establish whether they have any evidence of leaking.

Should the downpipes prove to have leaks, the successful tenderer/contractor will be required to also seal them whilst taking into consideration that they and their outlets have sections where their direction changes (via bends and turns) within the existing wall of the building.

- |    |   |   |     |
|----|---|---|-----|
| 23 | Waterproofing of existing rainwater steel downpipes (including bends and outlets) by way of internal sealing/re-lining of the pipes. Rates to include all associated work items and costs and removing from site any debris generated during the process. | m | 300 |
|----|---|---|-----|

The re-sealing/re-lining of the downpipes will involve the installation of a measure/process such as Nu-Flow which is geared for the restoration of failing plumbing or will involve a similar process identified by the contractor, but which shall require the approval of the engineer/waterproofing expert on the project.

Measurement for payment will be the internal pipe surface area (m2) covered by the installation process.

## **TESTING OF WATERPROOFING WORKS**

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<b><u>Note:</u></b>					
All waterproofed individual items will require physical waterproof testing on site for a duration of 24 hours. In the instance of the copper gutters, waterproof testing will be required after sealing of the gutter joints as well as after the application of the waterproofing product.					
Waterproof testing of individual items including all associated work items and costs, e.g. providing water to the top of the library building for such testing, blocking off the sections/items for testing, providing safe access to the locations, monitoring of water levels, etc.					
24	(i) Gutters	No	10		
25	(ii) Intake/hopper boxes	No	10		
26	(iii) Downpipes	No	10		
27	(iv) Concrete slabs	No	4		
28	(v) Concrete channels	No	4		
29	(vi) Roof	No	4		
<b><u>MISCELLANEOUS ADDITIONAL WORK ITEMS</u></b>					
30	Remove existing gutter carefully (to prevent or minimise damage to existing finishes, etc.) and replace gutter with new to match existing, including bends, stop ends, etc.	m	32		
31	Removing existing intake/hopper boxes carefully (to prevent or minimise damage to existing finishes, etc.) and replace with new to match existing.	No	2		
32	Remove and replace downpipes including bends, etc. and making good existing finishes, plaster, paint to walls, etc.	m	30		
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33	Provide temporary protection to the works (at all levels, in particular at elevated levels) e.g. at openings, danger areas, where panels or tiles have been lifted, over open sheet metal areas resting on timber bearers, anchors for securing workers, etc and the later removal from site of the protection measures.				SUM	
34	The Contractor to provide and erect scaffolding as required to carry out all elevated works. The scaffolding shall meet all Health and Safety requirements, and once erected will require documented approval (signed Green Tag) by a certified OHS Officer, prior to any use. All scaffolding to be erected and dismantled shall be carried out by a competent and experienced scaffolding specialist.				SUM	
35	Make available on site Cherry Picker / Skyjack with a reach of at least 25 m and 250 kg sky weight lift limit. Hourly rate tendered to include for all associated and incidental costs, including but not limited to certified operator, all transport to, from and on site, providing suitable standing areas for the picker, security, operating expenses, etc.	Hrs	150.00			
36	Supply, erect and fix fully galvanised steel cat ladders of approximately 2m in length to access roof/gutter areas for maintenance purposes. Rate to include for all associated and incidental costs, etc.	No	6			
37	Supply, erect and fix fully galvanised steel maintenance platforms of approximately 4m in length for access to gutters for maintenance purposes. Rate to include for all associated and incidental costs, etc.	†	3.00			
38	Provisional sum for external waterproofing expert/specialist to assist with quality control and approval of the waterproofing process.		ProSum			150 000.00
39	Add for profit.		Item			
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40 Allow for attendance.

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<p><b>Carried to Collection</b></p>			<p>R</p>
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**Decorative thermosetting plastic laminate covering**

Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish

**STAGE & STAIRS ETC**

Two 1m wide stairs from ground level to stage, each with one intermediate landing

**SEMI - BASEMENT**

- |   |  |
|---|--|
| 1 | Removal of damaged staircases including preparation including making good of existing surfaces to receive new staircase, including cart - away of damaged material(Stage) (no2) (Total overall area measured flat) |
|---|--|

m2

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1	Scaffolding for the full duration of the works	Item		<b>Rate Only</b>
2	Protection and cleaning of existing floors where work is done to ceilings	Item		<b>Rate Only</b>
<b><u>Fixing</u></b>  Fixing detail to be as per specialist /architects specifications				
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**Ceilings**

Unless otherwise described ceilings shall be deemed to be horizontal and shall match existing in accordance with original look and feel

**Bulkheads**

Unless otherwise described bulkheads shall be deemed to be horizontal along the length and shall match existing in accordance with original look and feel

**Steel components**

All steel components for ceilings, partitions, etc. are to be galvanized in accordance with SANS 121

**CEILING TIMBERS, BEADS, INSULATION, ETC**

**SEMI - BASEMENT**

3	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material (Underside of balcony) (no2) (Paint elsewhere measured) (Total overall measured area)	m2	29
4	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material (Theater Lobby) (Paint elsewhere measured) (Total overall measured area) (Approximately 80% to be replaced)	m2	58
5	New moulded ceiling to match existing with the original look and feel	m2	58
6	Removal of damaged perimeter cornice and replace with new to match existing, including cart -away of damaged material (Theater Lobby) (Paint elsewhere measured) (Total overall Measured Area) (Approximately 80% to be replaced)	m	26

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<b><u>MEZZANINE FLOOR</u></b>					
7	Replace missing or damaged ceiling tiles to match existing (Behind Lobby) (Male ablutions)	No	2		
8	Replace missing or damaged ceiling tiles to match existing (Male ablutions)	No	4		
9	Replace missing or damaged ceiling tiles to match existing (Circulation Lobby)	No	26		
10	Replace missing ceiling trap door with new to match existing (Circulation Lobby)	No	1		
<b><u>GROUND FLOOR</u></b>					
11	Replace missing or damaged ceiling tiles to match existing (Central Lending Library)	No	4		
12	Replace missing or damaged ceiling tiles to match existing (Female Ablutions)	No	7		
13	Replace missing or damaged ceiling tiles to match existing (Male Ablutions)	No	6		
<b><u>FIRST FLOOR</u></b>					
14	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material(Michaelis Art Library) (Paint elsewhere measured) (Total overall measured area)(Approximately 40% to be replaced)	m2	355		
15	New moulded ceiling to match existing with the original look and feel	m2	444		
16	Removal of damaged perimeter cornice and replace with new to match existing , including cart -away of damaged material(Michaelis Art Library)(Paint elsewhere measured)( Total overall Measured Area)(Approximately 40% to be replaced)	m	93		
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17	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material(Music Store) (Paint elsewhere measured) (Total overall measured area)(Approximately 40% to be replaced)	m2	156		
18	Removal of damaged perimeter cornice and replace with new to match existing , including cart -away of damaged material(Music Store)(Paint elsewhere measured)( Total overall Measured Area)(Approximately 40% to be replaced)	m	54		
19	Removal of damaged ceiling including supply and install new to match existing , including cart -away of damaged material(no2 Offices ( 12m <sup>2</sup> +22 m <sup>2</sup> ) (Paint elsewhere measured) (Total overall measured area)	m2	34		
20	Removal of damaged perimeter cornice and replace with new to match existing, including cart -away of damaged material(no2 Offices ( 12m <sup>2</sup> +22 m <sup>2</sup> ) (Paint elsewhere measured)( Total overall Measured Area)	m	34		
21	Replace missing or damaged ceiling tiles to match existing (Female ablutions)	No	2		
22	Replace missing or damaged ceiling tiles to match existing ( Behind Lift)(Male ablutions)	No	10		
23	Replace missing or damaged ceiling tiles to match existing (Behind Lobby) (Male ablutions)	No	6		
24	Replace missing or damaged ceiling tiles to match existing (Circulation Lobby)	No	28		
<b><u>SECOND FLOOR</u></b>					
25	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material (Africana Collection - Next to female Ablutions) (Paint elsewhere measured) (Total overall measured area)(Approximately 10 - 15% to be replaced)	m2	342		
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26	New moulded ceiling to match existing with the original look and feel	m2	834		
27	Removal of damaged perimeter cornice and replace with new to match existing, including cart - away of damaged material (Africana Collection - Next to female Ablutions)(Paint elsewhere measured)( Total overall Measured Area)(Approximately 10 - 15% to be replaced)	m	156		
28	Paint to entire ceiling to match existing with the original look and feel	m2	1 390		
29	Paint to cornice to match existing with the original look and feel	m	537		
30	Removal of damaged duct cover and replace with new to match existing, including cart -away of damaged material (Africana Collection )(Paint elsewhere measured)( Total overall Measured length)(Approximately 8.8m)	No	3		
31	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material(African Collection Foyer - Next to Female Ablutions)(Paint elsewhere measured) (Total overall Measured Area)	m2	18		
32	Removal of damaged perimeter cornice and replace with new to match existing, including cart - away of damaged material (Africana Collection Foyer- Next to female Ablutions)(Paint elsewhere measured)( Total overall Measured Area)	m	17		
33	Replace missing or damaged ceiling tiles to match existing (Africana Collection Female Ablutions)	No	6		
34	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material(African Collection above Gallery)(Paint elsewhere measured) (Total overall Measured Area)(Approximately 40% to be replaced)	m2	233		
<b>Carried to Collection</b>				R	
Section No. 2					
Bill No. 4					
CEILINGS, PARTITIONS AND ACCESS FLOORING					

**Johannesburg Development Agency**  
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**Cnr. Albertina Sisulu Streets & Fraser Street**

35	Removal of damaged perimeter cornice and replace with new to match existing, including cart - away of damaged material (African Collection above Gallery) (Paint elsewhere measured) ( Total overall Measured Area) (Approximately 40% to be replaced)	m	86		
36	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material (African Collection Foyer - Next to Male Ablutions) (Paint elsewhere measured) (Total overall Measured Area)	m2	28		
37	Removal of damaged perimeter cornice and replace with new to match existing, including cart - away of damaged material (Africana Collection Foyer- Next to Male Ablutions) (Paint elsewhere measured) ( Total overall Measured Area)	m	23		
38	Replace missing or damaged ceiling tiles to match existing, including cart -away of damaged material (Africana Collection Male Ablutions) (Total overall Measured Area) (Entire area )	m2	16		
39	Removal of damaged ceiling including supply and install new to match existing, including cart -away of damaged material (African Collection Next to Male Ablutions) (Paint elsewhere measured) (Total overall Measured Area) (Approximately 40% to be replaced)	m2	639		
40	Removal of damaged perimeter cornice and replace with new to match existing, including cart - away of damaged material (African Collection Next to Male Ablutions) (Paint elsewhere measured) ( Total overall Measured Area) (Approximately 40% to be replaced)	m	109		
<b>Carried to Collection</b>				R	
Section No. 2					
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CEILINGS, PARTITIONS AND ACCESS FLOORING					



**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

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CEILINGS, PARTITIONS AND ACCESS FLOORING

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Bill No. 4

CEILINGS, PARTITIONS AND ACCESS FLOORING

Item No	Quantity	Rate	Amount
<b><u>BUILDERS WORK</u></b> <b><u>SECTION No. 2</u></b>  <b><u>BILL NO 5: FLOOR COVERINGS, WALL LININGS, ETC.</u></b>  <b><u>Preambles</u></b>  The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.  <b><u>Supplementary preambles</u></b>  All works are to be executed in conjunction with the architectural drawings and/or specification provided and inline with the approved method statement.  All Floor coverings are to be prepared as per specialist /architects instruction.  All dimensions, levels and heights are to be checked on site and any discrepancies to be reported to the project architect before any work commences.  Floor coverings, etc. shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, etc.  <b><u>FLOOR COVERINGS</u></b>  <b><u>All floor surfaces, coverings, skirtings etc. to matched existing.</u></b>			
<b>Carried to Collection</b>			R
Section No. 2 Bill No. 5 FLOOR COVERINGS, WALL LININGS, ETC.			

**Johannesburg Development Agency**  
**Johannesburg Central Library**  
**Cnr. Albertina Sisulu Streets & Fraser Street**

<b><u>SEMI - BASEMENT</u></b>					
1	Remove existing carpet tiles and prep surfaces including supply and install to match existing new carpet tiles including carting-away of removed flooring	m2	248		
2	New 300 x 300 mm carpet tiles to match existing	m2	248		
3	Make good to perimeter skirting to match existing .	m	73		
4	Remove existing parquet flooring and set aside for later reinstallation in similar position, including preparation and reinstallation of approved old flooring including supply and installation of new flooring to match existing including cart -away damaged material(Theater Lobby)(Paint elsewhere measured) (Total overall Measured Area)(Approximately 40% to be replaced)	m2	58		
<b><u>GROUND FLOOR</u></b>					
5	Remove existing Cork flooring including preparation, supply and installation of new approved flooring to match existing including cart -away damaged material(Children's Library)( Total overall Measured Area)	m2	141		
6	Remove existing Cork flooring including preparation, supply and installation of new approved flooring to match existing including cart -away damaged material(Young Adults)( Total overall Measured Area)	m2	140		
<b><u>FIRST FLOOR</u></b>					
7	Remove existing parquet flooring and set aside for later reinstallation in similar position, including preparation and reinstallation of approved old flooring including supply and installation of new flooring to match existing including cart -away damaged material(Michaelis Art Library)( Total overall Measured Area)(Approximately 50% to be replaced)	m2	506		
<b>Carried to Collection</b>				R	
Section No. 2					
Bill No. 5					
FLOOR COVERINGS, WALL LININGS, ETC.					

**Johannesburg Development Agency  
Johannesburg Central Library  
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8	Prepare surface to receive flooring	m2	740		
9	New parquette flooring to match existing applied to damaged areas	m2	296		
10	Removal of damaged perimeter skirting and replace with new to match existing ,Including cart - away of damaged material(Paint elsewhere measured)( Total overall Measured Area)(Approximately 50% to be replaced)	m	93		
11	Remove existing Cork flooring including preparation, supply and installation of new approved flooring to match existing including cart - away damaged material(Harold Strange Library)( Total overall Measured Area)	m2	135		
12	Remove existing Cork flooring including preparation, supply and installation of new approved flooring to match existing including cart - away damaged material(Across from Music Collection)( Total overall Measured Area)	m2	101		
13	Remove existing Cork flooring including preparation, supply and installation of new approved flooring to match existing including cart - away damaged material(Music Store)( Total overall Measured Area)	m2	156		
14	Remove existing Cork flooring including preparation, supply and installation of new approved flooring to match existing including cart - away damaged material(Directors Office)( Total overall Measured Area)	m2	57		
<b>Carried to Collection</b>				R	
Section No. 2					
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FLOOR COVERINGS, WALL LININGS, ETC.					

**Johannesburg Development Agency**  
**Johannesburg Central Library**  
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**SECOND FLOOR**

15	Remove existing parquet flooring and set aside for later reinstallation in similar position, including preparation and reinstallation of approved old flooring including supply and installation of new flooring to match existing including cart -away damaged material (African Collection-Next to Female Ablutions)(Paint elsewhere measured) (Total overall Measured Area)(Approximately 40% to be replaced)	m2	342
16	Prepare surface to receive flooring	m2	1 390
17	Removal of damaged perimeter skirting and replace with new to match existing ,Including cart -away of damaged material(African Collection-Next to Female Ablutions(Paint elsewhere measured))(Total overall Measured Area)(Approximately 40% to be replaced)	m	157
18	Remove existing parquet flooring and set aside for later reinstallation in similar position, including preparation and reinstallation of approved old flooring including supply and installation of new flooring to match existing including cart -away damaged material (African Collection above Gallery)(Paint elsewhere measured) (Total overall Measured Area)(Approximately 40% to be replaced)	m2	233
19	Removal of damaged perimeter skirting and replace with new to match existing ,Including cart -away of damaged material(African Collection above Gallery)(Paint elsewhere measured)(Total overall Measured Area)(Approximately 40% to be replaced)	m	86

**Carried to Collection**

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Section No. 2  
 Bill No. 5  
 FLOOR COVERINGS, WALL LININGS, ETC.

**Johannesburg Development Agency  
Johannesburg Central Library  
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20	Remove existing parquet flooring and set aside for later reinstallation in similar position, including preparation and reinstallation of approved old flooring including supply and installation of new flooring to match existing including cart -away damaged material (African Collection Next to Male Ablutions)(Paint elsewhere measured) (Total overall Measured Area)(Approximately 40% to be replaced)	m2	639		
21	Removal of damaged perimeter skirting and replace with new to match existing ,Including cart -away of damaged material(African Collection Next to Male Ablutions))(Paint elsewhere measured)(Total overall Measured Area)(Approximately 40% to be replaced)	m	109		
<b>Carried to Collection</b>					R
Section No. 2 Bill No. 5 FLOOR COVERINGS, WALL LININGS, ETC.					

**Johannesburg Development Agency  
Johannesburg Central Library  
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Section No. 2

Bill No. 5

FLOOR COVERINGS, WALL LININGS, ETC.

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FLOOR COVERINGS, WALL LININGS, ETC.

**Johannesburg Development Agency  
Johannesburg Central Library  
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Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 8</u></b>			
	<b><u>IRONMONGERY</u></b>			
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.			
	NOTE: Tenderers are advised to study the preambles before pricing this bill.			
	NOTE: For the supply of ironmongery see separate bill of Provisional Amounts.			
	NOTE: Prices are to include for fixing ironmongery to softwood, hardwood or pressed metal door frames, etc.			
	<b><u>Take delivery of and fix only the following ironmongery:</u></b>			
	<b><u>Bolts:</u></b>			
1	150 mm Flush bolt and keep	No	10	
	<b><u>Locks and furniture:</u></b>			
2	WC indicator bolt.	No	25	
3	Mortice lock and furniture.	No	10	
4	Rebated cylinder lock, furniture and rebate kit.	No	30	
	<b><u>Sundries:</u></b>			
5	Overhead door closer.	No	5	
6	Door stop plugged and screwed to brickwork or concrete.	No	10	
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	Section No. 2			
	Bill No. 6			
	IRONMONGERY			



Item No	Quantity	Rate	Amount
<b><u>BUILDERS WORK</u></b> <b><u>SECTION No. 2</u></b>  <b><u>BILL NO 7: METALWORK</u></b>  <b><u>Preambles</u></b>  The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.  <b><u>SUPPLEMENTARY PREAMBLES</u></b>  <u>Descriptions of bolts, anchors, etc</u>  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			
<b>Carried to Collection</b>			R
Section No. 2 Bill No. 7 METALWORK			

**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

Aluminium doors, windows, etc

Doors and windows shall comply with AAAMSA design criteria

Glazing shall comply with SAGGA regulations. Glass shall be type laminated performance glass as shown on the window schedules/drawings appended to these bills of quantities (as described in the headings to window descriptions). Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings

Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed

For purpose made windows and doors, refer to drawings issued separately from these bills of quantities.

The following certificates shall be provided prior to commencement of site work:

1 A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product

2 A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively

**Carried to Collection**

Section No. 2  
Bill No. 7  
METALWORK

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- 3 A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process
- 4 A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked
- 5 A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years

## GLAZED BALUSTRADING

**Supply and install 1000mm High Glass Balustrading on outside edge of existing balustrade to achieve 1000mm balustrade height for the following levels: Ground Floor, Mezzanine, First Floor and Second Floor**

**Balustrading is to be as per the Architects specification, shop drawings are to be submitted before manufacture for approval by the client and architect.**

- |   |   |
|---|---|
| 1 | Frameless toughened safety glass balustrade panels<br>1000mm high in suitable lengths with bottom edge<br>fixed with 38mm Standoff bracket to the edge of<br>wall |
|---|---|

## SERVICING OF WINDOWS

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METALWORK

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**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

**Making good of existing steel windows**

- 2 All existing windows to be serviced comprising of bent sections straightened, loose intersections welded, broken hinges repaired, damaged and missing stays and catches replaced

m2

315

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METALWORK

**Johannesburg Development Agency  
Johannesburg Central Library  
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METALWORK

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METALWORK

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Item No	Quantity	Rate	Amount
<b><u>BUILDERS WORK</u></b> <b><u>SECTION No. 2</u></b>			
<b><u>BILL NO 9: PAINTWORK</u></b>			
<b><u>Preambles</u></b>			
<p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p>			
<b><u>Supplementary preambles</u></b>			
<p>All works are to be executed in conjunction with the architectural drawings and/or specification provided and inline with the approved method statement.</p>			
<p>All ceilings and cornice's are to be prepared as per specialist /architects instruction.</p>			
<p>All dimensions, levels and heights are to be checked on site and any discrepancies to be reported to the project architect before any work commences.</p>			
<b><u>PREPARATORY WORK TO EXISTING WORK</u></b>			
<b><u>Previously painted plastered surfaces</u></b>			
<p>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</p>			
<b>Carried to Collection</b>			R
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**Johannesburg Development Agency  
Johannesburg Central Library  
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**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

**PAINT SPECIFICATIONS**

All painting shall be executed in conjunction with the architectural drawings and/or specification provided and in-line with the approved method statement

**COLOURS**

Extra over for paintwork on components (ceilings) in the "White" colour group for paintwork in the "Pastel" colour group

Extra over for paintwork on components in the "Pastel" colour group for paintwork in the "Deep" colour group (Provisional)

Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards

**PAINTWORK TO EXISTING AND REPAIRED  
DECORATIVE CEILINGS**

**TO MATCH EXISTING**

**Carried to Collection**

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**Johannesburg Development Agency**  
**Johannesburg Central Library**  
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Suitable and approved undercoat and finishing coats to match existing

**SEMI - BASEMENT**

1	On new and existing ceilings (Underside of balcony) (no2) (Total overall measured area)	m2	29
2	On new and existing ceilings (Theater Lobby) (Total overall measured area) (Approximately 80% to be replaced)	m2	58
3	On new and existing cornice (Theater Lobby) (Total overall measured area) (Approximately 80% to be replaced)	m	26

**FIRST FLOOR**

4	On new and existing Ceilings (Michaelis Art Library) (Total overall measured area)	m2	355
5	On new and existing Cornice (Michaelis Art Library) (Total overall measured area)	m	93
6	On new and existing Ceilings (Gallery) (Total overall measured area)	m2	230
7	On new and existing Cornice (Gallery) (Total overall measured area)	m	61
8	On new and existing Ceilings (no2 Offices ( 12m <sup>2</sup> + 22 m <sup>2</sup> ) (Total overall measured area)	m2	34
9	On new and existing Cornice (no2 Offices ( 12m <sup>2</sup> + 22 m <sup>2</sup> ) (Total overall measured area)	m	34

**SECOND FLOOR**

10	On new and existing Ceilings (Africana Collection - Next to female Ablutions) (Total overall measured area)	m2	342
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 PAINTWORK

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**Johannesburg Development Agency  
Johannesburg Central Library  
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Two coats suitable and approved non-slip floor sealant to match existing

**REFER TO DRAWING no 103 - SEMI - BASEMENT**

20	On parquet floor (Theater Lobby)	m2	58
21	On Skirtings (Theater Lobby)	m	43

**GROUND FLOOR**

22	On Cork floor (Children's Library)	m2	141
23	On Cork floor (Young Adults Reference Library)	m2	140

**FIRST FLOOR**

24	On Parquet floor (Michaelis Art Library)	m2	506
25	On Skirtings (Michaelis Art Library)	m	93
26	On Cork floor (Harold Strange Library)	m2	135
27	On Skirtings (Harold Strange Library)	m	50
28	On Cork floor (Across from Music Collection)	m2	101
29	On Skirtings (Across from Music Collection)	m	43
30	On Cork floor (Music Store)	m2	156
31	On Skirtings (Music Store)	m	54
32	On Cork floor (Directors Office)	m2	57
33	On Skirtings (Directors Office)	m	31

**SECOND FLOOR**

34	On Parquet floor (Africana Collection -Next to female Ablutions)	m2	342
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**Carried to Collection**

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**Johannesburg Development Agency  
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35	On Skirtings (Africana Collection -Next to female Ablutions)	m	156		
36	On Parquet floor (Africana Collection Above Gallery)	m2	233		
37	On Skirtings (Africana Collection Above Gallery)	m	86		
38	On Parquet floor (Africana Collection - Next to Male Ablutions)	m2	639		
39	On Skirtings (Africana Collection - Next to Male Ablutions)	m	109		
<b><u>PAINTWORK, ETC TO EXISTING WALLS</u></b>					
<u>Suitable and approved undercoat and finishing coats to match existing</u>					
<b><u>SEMI BASEMENT</u></b>					
40	On existing walls (Theatre) (Total overall measured area)	m2	36		
<b><u>GROUND FLOOR</u></b>					
41	On existing walls (Children's Library)( Total overall Measured Area)	m2	55		
42	On existing walls (Female Ablutions)( Total overall Measured Area)	m2	67		
43	On existing walls (Behind Lift)(Male Ablutions)( Total overall Measured Area)	m2	71		
<b><u>MEZZANINE FLOOR</u></b>					
44	On existing walls (Behind Lobby)(Male Ablutions)( Total overall Measured Area)	m2	15		
45	On existing walls (Behind Lift )(Male Ablutions)( Total overall Measured Area)	m2	65		
<b>Carried to Collection</b>				R	
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Johannesburg Central Library  
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<b><u>FIRST FLOOR</u></b>			
46	On existing walls (Female Ablutions)( Total overall Measured Area)	m2	64
47	On existing walls (Behind Lobby)(Male Ablutions)( Total overall Measured Area)	m2	25
48	On existing walls (Behind Lift) (Male Ablutions)( Total overall Measured Area)	m2	68
49	On existing walls (Music Store)( Total overall Measured Area)	m2	215
<b><u>SECOND FLOOR</u></b>			
50	On existing walls (Africana Collection Foyer- Next to female Ablutions)( Total overall Measured Area)	m2	112
51	On existing walls (Africana Collection Female Ablutions)( Total overall Measured Area)	m2	43
52	On existing walls (Africana Collection Male Ablutions)( Total overall Measured Area)	m2	48
53	On existing walls (Africana Collection Next to Male Ablutions)( Total overall Measured Area)	m2	338
54	On existing walls (Africana Collection Foyer- Next to Male Ablutions) ( Total overall Measured Area)	m2	152
<b>Carried to Collection</b>			
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**Johannesburg Development Agency  
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PAINTWORK

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PAINTWORK



**Johannesburg Development Agency  
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**PLUMBING AND DRAINAGE:**

4 Provide the sum of R700 000.00 (Seven Hundred Thousand Rand) for the plumbing and drainage installation executed complete.

ProSum 700 000.00

5 Add for profit

Item

6 Allow for attendance

Item

**EXTERNAL FACADES :**

7 Provide the sum of R1 750 000.00 (One Million Seven Hundred and Fifty Thousand Rand) for the external facade treatments executed complete.

ProSum 1 750 000.00

8 Add for profit.

Item

9 Allow for attendance.

Item

**PRIME COSTS :**

The following Amounts are for goods delivered on site.

**IRONMONGERY:**

10 Provide the sum of R50 000.00 (Fifty Thousand Rand) for ironmongery supplied complete.

ProSum 50 000.00

11 Add for profit.

Item

12 Allow for attendance.

Item

**BUDGETARY ALLOWANCE :**

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Section No. 2  
Bill No. 10  
PROVISIONAL AMOUNTS



**Johannesburg Development Agency  
Johannesburg Central Library  
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**BUILDERS WORK**

13	Allow the Budgetary Allowance of R3 500 000.00 (Three Million Five Hundred Thousand Rand) for, fire walls and fire doors to engineer's specifications to be executed at bill of quantities rates.	ProSum	3 500 000.00
14	Allow the Budgetary Allowance of of R80 000.00 (Eighty Thousand Rand) for builder's work in connection with services all to be executed at bill of quantities rates.	ProSum	80 000.00
15	Allow the Budgetary Allowance of R20 000.00 (Twenty Thousand Rand) for, alterations to paraplegic ramps to comply with legislation and to architects approval to be executed at bill of quantities rates.	ProSum	20 000.00
16	Allow the Budgetary Allowance of R35 000.00 (Thirty Five Thousand Rand) for AAAMSA glazing certificate and plumbing certificate of compliance. (CoC) and certificate of occupancy.	ProSum	35 000.00

**Carried to Collection**

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Section No. 2  
Bill No. 10  
PROVISIONAL AMOUNTS

**Johannesburg Development Agency  
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PROVISIONAL AMOUNTS

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PROVISIONAL AMOUNTS

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	<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>			
	<b><u>BILL NO 1: PRELIMINARIES</u></b>			
	<b><u>NOTES</u></b>			
	<p>i) <u>The NEC3 Engineering and Construction Short Contract (Second edition of June 2005) in conjunction with the Contract Data is taken to be incorporated herein</u></p> <p>ii) <u>The Tenderer is deemed to have taken cognizance of the above mentioned documents for the full intent and meaning of each clause. These clauses are referred to by clause number and heading only</u></p> <p>i) <u>Where standard clauses or options are not applicable to this contract such modifications, corrections or supplements as are necessary, are given under each relevant clause</u></p> <p>ii) <u>Where any items are not used for this specific contract such items are nevertheless listed but marked not applicable in the amount column</u></p> <p>iii) <u>The amount or the items of the Preliminaries are adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments are based on adjustments in the following categories as recorded in the Bill of Quantities:</u></p> <p>a) <u>An amount which is not varied, namely Fixed</u></p> <p>b) <u>An amount which is varied in proportion to the construction period as</u></p>			
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**compared to the initial construction period  
excluding revisions to the construction  
period for which the contractor is not  
entitled to adjustment in terms of the  
contract, namely Time Related  
iv) Items not priced in these  
preliminaries are deemed to be included  
elsewhere in this Bill of Quantities**

**SECTION A: CONDITIONS OF CONTRACT**

**GENERAL (A1)**

**Clause 1**

1	Fixed: ..... Value Related: ..... Time Related: .....	Item	1.00	
---	--	------	------	--

**THE CONTRACTOR'S MAIN RESPONSIBILITIES (A2)**

**Clause 2**

2	Fixed: ..... Value Related: ..... Time Related: .....	Item	1.00	
---	--	------	------	--

**TIME (A3)**

**Clause 3**

3	Fixed: ..... Value Related: ..... Time Related: .....	Item	1.00	
---	--	------	------	--

**DEFECTS (A4)**

**Clause 4**

4	Fixed: ..... Value Related: ..... Time Related: .....	Item	1.00	
---	--	------	------	--

**PAYMENT (A5)**

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**Clause 10**

10 Tenderers are referred to Part C1.2 Contract Data  
for variables pertaining to this contract  
Fixed: ..... Value Related: .....  
Time Related: .....

Item

1.00

11 Site Establishment

SUM

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**Part C2: Pricing Data**

Existing equipment, fittings, frames, fixtures etc. which are to be re-used shall be thoroughly overhauled before re-fixing and making good and easing, oiling, adjusting and repairing as necessary, replacing any damaged in removal or subsequently and stopping up all nail and screw holes using appropriate methods and materials, unless otherwise described.

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary. The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)

**Decommissioning**

1 Decomissioning, taking offsite and making good all redundant Installations

SUM

2 Identification and Relocation of Services

Item

1.00

**Additional tests**

3 Additional tests required by engineer

Item

1.00

4 Charges required by contractor on sub-item

%

**.01 above**

**Occupational Health and Safety**

5 Compliance with OHS Act and Construction

SUM

**Regulation 153**

**DOCUMENTATION**

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<b><u>Preparation of As Built Drawings &amp; Operation &amp; Maintenance manuals as specified</u></b>			
6	HVAC Installation		SUM
7	Fire Protection		SUM
8	Fire detection and supression		SUM
9	Litfs and escalators		SUM
<b><u>Complete commissioning &amp; test of all installed systems in Presence of Engineers</u></b>			
10	HVAC Installation		SUM
11	Fire Protection		SUM
12	Fire detection and supression		SUM
13	Litfs and escalators		SUM
<b><u>Tagging and Equipment Identification Coding of Instlaltion</u></b>			
14	HVAC		SUM
<b><u>Institution of systematic Maintenance Plan</u></b>			
15	Maintenance Plan setting up		SUM
16	Implementation of Plan over warrant period		SUM
17	Engineering, Submissions, Approvals & Preparation of shop drawings, samples etc.		SUM
18	Relocation and protection of existing services	Item 1.00	
<b><u>Water and sewer pipes Electrical and other cables</u></b>			
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**Crainage and rigging**

- 19 Scaffolding and rigging to include all rigging associated with the entire scope of decommissioning work

SUM

**Crainage and rigging of all the above mentioned equipment s for both the decommissioning of old equipment and rigging in of new equipment**

**Builder's Work&Making Good**

- 20 Builder's work associated with the new installation & making good

SUM

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DECOMMISSIONING

Item No		Quantity	Rate	Amount
<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>				
<b><u>BILL NO 3: FIRE PROTECTION INSTALLATION</u></b>				
<b><u>Design, manufacture, works testing, supply and deliver to site, moving into position, erection, connecting up, site testing, witness testing, proving to insurance inspectors, demonstrating to the Employer, commissioning and maintenance of the complete mechanical systems and equipment as shown on the drawings and datasheets.</u></b>				
<b><u>FIRE HOSE REELS</u></b>				
<b><u>Additional Hose reels to ensure building compliance</u></b>				
1	30m fire hose reel including pro-rata cost for 50mm connecting pipework from the fire reticulation main including 25 diameter drop pipe to hose reel and break ins, fittings, pipework, hanging/fixing materials, finished paintwork, pressure gauge, etc., as per detail on tender drawings.	No	8	
<b><u>PIPEWORK</u></b>				
2	Supply and install medium grade, seamless galvanized mild steel pipework c/w pipe supports and accessories as specified and shown on the drawings 80mm dia	m	185	
3	65mm dia	m	120	
4	50mm dia	m	100	
5	32mm dia	m	90	
6	25mm dia	m	70	
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**SITE RETICULATION**

7	Connection of existing Fire system to new water tanks Supply and Install 110mm HDPE pipe c/w pipe supports and accessories as specified as per site drawing	m	125
8	Supply and Install 110 mm non-return valve	No	2
9	Excavation of Trench and back filling with imported material	m	125

**Extra Over for Fittings**

10	110mm bend	No	50
11	110mm Tee	No	50
12	65mm bend	No	30
13	65mm Tee	No	30

**Tees and reducing tees**

**GALVANISED**

14	100 x 100 x 100mm	No	8
15	100 x 80 x 100mm	No	8
16	100 x 65 x 100mm	No	6
17	80 x 80 x 80mm	No	2
18	80 x 65 x 80mm	No	8
19	65 x 65 x 65mm	No	8
20	65 x 32 x 65mm	No	4
21	65 x 25 x 65mm	No	12

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**Repair and Service of Existing Fire Extinguishers as Follows**

33	5kg kg carbon dioxide extinguishers	No	20
34	4,5 kg DCP fire extinguishers	No	65

**STATUTORY FIRE SIGNAGE**

35	Supply and install photo luminescent fire and evacuation signage as described below and as per the tender drawings: All signs to be framed in the natural anodized aluminium frame with mitred corner and concealed elbow joints. All wall mounted fire and evacuation signs to be fixed with concealed screws and no double sided tape will be permitted for the mounting of the signs. All suspended fire and evacuation signs to be hung from a steel cables or metal chains. All signage to be a minimum 190mm size. And Photoluminescent All fire and evacuation signs to be SANS 1186-1, 1186-3 and 1186-5 approved, and also to bear the SANS stamp of approval. E1/E2	No	24
36	E2	No	45
37	E3	No	16
38	F15	No	10
39	F4/5/6	No	30
40	F13	No	30
41	EE3	No	16

**HYDRANTS, VALVES ETC.**

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FIRE PROTECTION INSTALLATION

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**Replacement of all existing hydrant heads to suit local EMS equipment**

42	100mm cast iron tamper proof hydrant valve	No	15
43	"Chubb" 03451 pair of gunmetal instantaneous steamer connections fitted with caps and short lengths of chain, including U-tube and pressure gauge	No	15
44	100mm Tamper proof "Double - Booster" hydrant valve	No	2

**FIRE PUMP AND TANK**

**Fire Sprinkler Pumps**

45	20l/s @ 850kPa Fire Sprinkler Pump Set to SANS requirements designed to accommodate an ordinary hazard sprinkler system as indicated on the drawings and specification. Price to include Commissioning and testing. Pump to consist of 1x Electrically Driven Primary Fire Pumps, & 1x Diesel standby Fire pump including 1x Jockey pump and all necessary suction / delivery pipe-work, valves, hanging material, control equipment, etc.	Item	1.00
46	65mm Tank in-fill pipe-work including all necessary valves, boosters etc.	m	40

**Valve Chamber**

47	Supply, fabricate, hot dip galvanise and install complete fire plantroom and valve chamber pipework including all connections to the fire suction tank, fire pumps, drains, by-pass connections, flow test and metering systems-complete including control valve	Item	1.00
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**Valves And accessories**

48	Air Release valve	Item	9.00
49	Air Release valve	Item	9.00

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50	Flow switch	Item	9.00		
51	Drain valve	Item	3.00		
52	Live safety Bypass arrangements as per drawing and specified	Item	3.00		
<b><u>Fire Hydrant &amp; Hose reel Pumps</u></b>					
53	5l/s @ 600kPa Fire hose Pump Set to SANS requirements designed to supply fire hose reels as per specification. Price to include Commissioning and testing. Pump set consisting of 2x Electrically Driven Fire Pumps, 1xPrimary & 1x standby Fire pump including 1x Jockey pump and all necessary suction / delivery pipe-work, valves, hanging material, control equipment, etc.	Item	1.00		
54	65mm Tank in-fill pipe-work including all necessary valves, boosters etc.	m	20		
55	Supply, Deliver to site, installation and comissioning of 310 000L Galvanised steel panel water tank complete with internal and external access ladders. Tank to be pannel type with internal separation wall to separate between Fire hose and hydrant water and fire sprinkler water as specified	Item	1.00		
56	Pump Motor control panel for a complete automatic operation of the system			SUM	
57	Electrical cabling between auto start arrangement, float level indicators, in- ball valves and pump room control panel, etc.			SUM	
58	300 L Expansion Pressure tank	Item	1.00		
<b><u>Pipping inbetween water tank and Pumps</u></b>					
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**Supply deliver and instal HDPE pipping complete with fittings and ancillatires for a complete operating system with associated pipe-work fittings and materials in and around pump and tanks, in-fill pipe in-ball valves level indicators auto start arrangement etc. for completion of pump room.follows**

59	ø 80mm	m	5
60	ø 65mm	m	5
61	ø 50mm	m	10

**ElBows**

62	ø 80mm	Item	10.00
63	ø 65mm	Item	10.00
64	ø 50mm	Item	15.00

**Tees**

65	ø 80mm	Item	8.00
66	ø 65mm	Item	6.00
67	ø 50mm	Item	10.00

**Valves**

**Gate valve**

68	ø 80mm	Item	5.00
69	ø 65mm	Item	5.00
70	ø 50mm	Item	5.00

**None Return Vlave**

71	ø 80mm	Item	3.00
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85	Ensuring Fire protection equipment is not obstructed in any way			SUM	
86	Ensuring access to all fire equipment			SUM	
87	Repositioning of Fire equipment installed in inaccessible areas.			SUM	
88	Clearing all storage and office of any redundant furniture and chairs so as to reduce unnecessary fire load in the building.			SUM	
89	Elimination of use of heaters and overloading of electrical cords in the entire building			SUM	
<b><u>Fire Doors Repairs</u></b>					
90	Servicing of all Fire doors to ensure proper functioning of door closers	No	15		
91	Replacement of non functional door self closures	No	10		
92	Replacement of beyond repair fire doors	No	1		
<b><u>Emergency lighting</u></b>					
<b><u>Stair cases</u></b>					
93	Service and Repair of all emergency lighting	No	25		
94	Replacement of all Emergency Lighting luminaires with new	No	25		
95	Replacement of beyond repair emergency lighting in all stair cases	No	5		
<b><u>Exits</u></b>					
96	Service and Repair of all emergency lighting	No	15		
97	Replacement of all Emergency Lighting luminaire batteries with new	No	25		
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FIRE PROTECTION INSTALLATION



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Item No		Quantity	Rate	Amount
	<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>			
	<b><u>BILL NO 4: SMOKE DETECTION</u></b>			
	<b><u>Extension of Fire Detection system to Areas not Covered for Compliance</u></b>			
	<b><u>Optical smoke beam detector</u></b>			
1	Supply installation and linking to existing pannel for all the double volume areas the following: Optical smoke beam detector with a range of at least 100m Main Entrance Foyer	Item 1.00		
2	Reference Library	Item 2.00		
3	Central Lending	Item 2.00		
4	Michaelis Art Library	Item 2.00		
	<b><u>FIRE ALARM CABLE</u></b>			
5	KAL21B Fire Alarm cable, or equivalent 2-hour fire rated cable, (1,5mm <sup>2</sup> minimum cross sectional area)	m 320		
	<b><u>Additional smoke detectors</u></b>			
6	Supply installation of additional adressable Analogue Optical smoke sensor complete with Analogue sensor base for surface mounting.smoke detectors and linking to existing systems for following areas Michaelis Art Library	Item 5.00		
7	Lift Lobby area 1st floor	Item 3.00		
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	SMOKE DETECTION			

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<b><u>Existing Smoke detection system</u></b>					
8	Repairs and servicing of existing Fire detection system			SUM	
9	Replacement of Multifunctioning detectors	Item	50.00		
10	Servicing of Existing Fire panels. Ensuring all errors are corrected and system reset and programed properly	Item	10.00		
<b><u>Testing and Commissioning</u></b>					
11	Complete commissioning test of all installed systems in Presence of Engineers			SUM	
<b><u>Basement Fire Supression system</u></b>					
12	Servicing of Existing fire supression system complete with all accessories ensuring proper functionality and proper linking of the system to the fire detection ssytem			SUM	
13	Refilling of empty Novec gas cylinders to ensure system compliance	Item	16.00		
14	Sealing of the Basement to ensure room integrity testing is successful			SUM	
15	Carryout Room Integrity testing for the Basement Archieve Area			SUM	
<b><u>Testing &amp; Comisioning</u></b>					
16	Testing of System			SUM	
17	Comissioning of Repaired system			SUM	
18	Dito In the presence of Engineer and user Client			SUM	
<b><u>Documentation</u></b>					
19	Issuing of Installation COC			SUM	
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SMOKE DETECTION

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Item No		Quantity	Rate	Amount
	<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>			
	<b><u>BILL NO 5: BASEMENT HVAC</u></b>			
	<b><u>AIR HANDLING UNITS</u></b>			
	Inspect and report on the condition of the units for any defects, failure etc. before any work can be carried out on the units			
	<b><u>REPLACEMENT OF EXISTING AHU</u></b>			
1	Replace existing AHU with equal capacity AHU complete with, Centrifugal Fresh Air fans Melanex lined attenuator,two Level air filtration system consisting of washable panel filters and pleated filters secondary filters complete with vibration isolation and all necessary Appurtenances for a complete installation.	Item 4.00		
2	Supply and installation of Control Panel for the above AHUs.	Item 4.00		
3	Supply and installation of 2Hr fire rating fusible link Fire Dampers with with temperature sensor, and motorised actuator, and linking the damper to Fire system as per specifications. 1450mm x 1150mm.	Item 4.00		
4	Carry out Repairs and refurbishment to the Existing Ducting Duct Cleaning and sanitisationBasement DuctingDeep Cleaning and sanitisation of the Library entire duct network and Air Handling units complete system including all air intake ways and screens, Plenum and mixing boxes as belowSupply air system Ducting			SUM
	<b><u>Main ducting is Approximately 1450x1150. With various sized branch networks. The ducting system network is between 150 m to 200m in length</u></b>			
5	Return Air system			SUM
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<b><u>Supply air system Ducting main ducting is Approximately 1450x1150. With various sized branch networks. The ducting system network is between 150 m to 200m in length</u></b>					
6	Ducting Repairs Replacement of sections of the existing ducting which are beyond repair 1450mm x 1150mm.	m	60		
7	Replace sections of duct insulation	m2	40		
8	Replacement of Supply and Return Air Grilles Supply air grilles	Item	15.00		
9	Return air grilles	Item	15.00		
10	System Control Air Supply & Return Supply installation of damage/ missing replacement air grilles with similar New.	No	8		
11	Wall Controllers Installation of sectional wall mounted wired controllers	Item	10.00		
<b><u>Smoke Ventilation system Supply, deliver to site, and install complete Inline type Exhaust air fan complete with damper gravity louver, centrifugal blower, 3 phase/1 Phase drive motor, anti vibration mounts complete with sound attenuators having capacities as follows as per specifications</u></b>					
12	5750l/s against a static pressure of 350Pa having suitable drive motor	No	4		
13	Electrical installation associated with above installation			SUM	
14	Linking of systems to Fire detection system Linking of Basement Ventilation system to fire system			SUM	
15	Heating System Modifications Supply, deliver to site installation and commissioning of basement heating and cooling packaged system Packaged unit of following cooling capacity 250Kw	Item	2.00		
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Item No		Quantity	Rate	Amount
	<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>			
	<b><u>BILL NO 6: GROUND FLOOR HVAC</u></b>			
1	Floor standing Units Inspect and report on the condition of the units for any defects, failure etc.before any work can be carriedout on the units		SUM	
2	Replacement of the floor standing indoor units with equally sized capacity units	Item 10.00		
3	Outdoor Condensing unitsReplacement of Existing units with new Design, manufacture, works testing, supply and deliver to site, moving into position, erection, connecting up, site testing, witness testing, demonstrating to the Employer, commissioning and maintenance of the complete mechanical systems and equipment as shown on the drawings and datasheets.Supply and install packaged heat pump unit complete with Primary and secondary filtration system, LCD wired remote controller, Magnehelic gauges across filters, louvers, 1.5D eurolon infill, avm, supports, washable pleated filters, control cabling and all fittings and fixtures to meet the following: Air on 24.3deg Celcius db/15.4deg Celcius wb; Air off 12deg C db/11deg C wb; Ambient 35degCPAU01 (4000 litres/sec, 20% fresh air, 60kW cooling capacity)	No 2		
4	Electrical Supply and controls Electrical Material and labour work to provide power from units to isolator point and All control cabling associated with the above units, NB:Power to isolator Points will be supplied by Electrical contractor		SUM	
5	The LCD wired remote controller remote/wall mounted control unit in a suitable position to be specified by the engineer	No 5		
6	Air Condition Office Room split unit 12000Btu Midwall unit	No 2		
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	GROUND FLOOR HVAC			

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Item No		Quantity	Rate	Amount
	<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>			
	<b><u>BILL NO 7: MEZZANNINE HVAC</u></b>			
	<b><u>Floor standing Units</u></b>			
1	Inspect and report on the condition of the units for any defects, failure etc.before any work can be carriedout on the units		SUM	
2	Replacement of the floor standing indoor units with equally sized capacity units	Item 10.00		
	<b><u>Outdoor Condensing units</u></b>			
	<b><u>Replacement of Existing units with new</u></b>			
3	Design, manufacture, works testing, supply and deliver to site, moving into position, erection, connecting up, site testing, witness testing, demonstrating to the Employer, commissioning and maintenance of the complete mechanical systems and equipment as shown on the drawings and datasheets. Supply and install packaged heat pump unit complete with Primary and secondary filtration system, LCD wired remote controller, Magnehelic gauges across filters, louvers, 1.5D eurolon infill, avm, supports, washable pleated filters, control cabling and all fittings and fixtures to meet the following: Air on 24.3deg Celcius db/15.4deg Celcius wb; Air off 12deg C db/11deg C wb; Ambient 35degC PAU01 (4000 litres/sec, 20% fresh air, 60kW cooling capacity)	No 2		
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**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

**Electrical Supply and controls**

4	Electrical Material and labour work to provide power from units to isolator point and All control cabling associated with the above units, NB:Power to isolator Points will be supplied by Electrical contractor			SUM
5	The LCD wired remote controller remote/wall mounted control unit in a suitable position to be specified by the engineer	No	5	

**Duct Cleaning and sanitisation**

**Mezzanine Ducting**

6	Deep Cleaning and sanitisation of the Mezzanine entire supply and return air duct network Duct as below Supply air system Ducting			SUM
7	Main ducting is Approximately 850x650. With various sized branch networks. The ducting system network is between 80 m to 120m in length Return Air system			SUM

**Main ducting is Approximately 850x650. With various sized branch networks. The ducting system network is between 80 m to 120m in length**

**Service of Air Supply and Return Air Grilles**

8	Supply air grills	Item	18.00	
9	Return air grills	Item	18.00	

**DIFFUSERS AND AIR GRILLES**

**Diffusers**

10	Replacement Existing damaged Diffusers with similar New.	No	10	
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**Carried to Collection**

R

Section No. 3  
Bill No. 7  
MEZZANINE HVAC

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**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

Section No. 3

Bill No. 7

MEZZANINE HVAC

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Bill No. 7

MEZZANINE HVAC

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Condenser unit Check and clean condenser coil  
Clean housing, ensure that all panels are properly secured  
Check operation of safety switches and rectify if necessary.  
Check and service compressor . Ensure vibration mountings are properly secured  
Check all service valves for full operation and replace caps where missing.  
Replace service valves with similar or equal  
Check operation of pressure switch and rectify if necessary.  
Replace pressure switch  
Allow for additional refrigerant.  
Replace expansion device.  
Check setting and operation of thermostats and reset.  
Replace thermostat with similar or equal  
Ensure that all electrical terminals are tightened.  
Check condition of all cables, check whether cables are  
neatly strapped. Reposition and strap if required.  
Check and service fan and ensure that fan blades are well balanced.  
Check and ensure that the external isolator is weather proof and works properly.  
Clean all intake screens  
Replace 4 way valve  
Carry out leak tests on the installation and repair where necessary  
Replace insulation to the refrigerant pipe  
Replace filter drier  
Derust, neutralise and touch up paint work  
Evaporator unit

Carried to Collection

R

Section No. 3  
Bill No. 8  
FIRST FLOOR HVAC

Clean evaporator coil.  
Replace air filter.  
Clean housing, ensure that all panels are properly secured  
Check and service fan and ensure that fan blades are well balanced.  
Check running current of fans, compressor and operation of overloads. Rectify where necessary  
Ensure that all electrical terminals are tightened.  
Check condition of all cables, check whether cables are neatly strapped. Reposition and strap if required.  
Check and repair condensate tray and drainage system.  
Derust and treat the unit for rust  
Extend condensate pipe to the nearest drain point.  
PACKAGED AIR CONDITIONING UNIT

Replacement of Existing roof top package units with new

- 3 Design, manufacture, works testing, supply and deliver to site, moving into position, erection, connecting up, site testing, witness testing, demonstrating to the Employer, commissioning and maintenance of the complete mechanical systems and equipment as shown on the drawings and datasheets.  
Supply and install packaged heat pump unit complete with Primary and secondary filtration system, LCD wired remote controller, Magnehelic gauges across filters, louvers, 1.5D eurolon infill, avm, supports, washable pleated filters, control cabling and all fittings and fixtures to meet the following: Air on 24.3deg Celcius db/15.4deg Celcius wb; Air off 12deg C db/11deg C wb; Ambient 35degC  
PAU01 (4000 litres/sec, 20% fresh air, 60kW cooling capacity)

No

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Section No. 3  
Bill No. 8  
FIRST FLOOR HVAC

**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

**Electrical Supply and controls**

4 Electrical Material and labour work to provide power from units to isolator point and All control cabling associated with the above units, NB:Power to isolator Points will be supplied by Electrical contractor

SUM

5 The LCD wired remote controller remote/wall mounted control unit in a suitable position to be specified by the engineer

No

5

**Air Condition**

6 Meeting Room split unit 4.5 kw

No

1

7 Staff Room split unit 4.5 Kw

No

1

8 Office Room split unit 3 Kw

No

1

9 Admin 1 Room split unit 2,5 Kw

No

1

10 Admin 2 Room split unit 2,2 Kw

No

1

11 Server Room Split Unit 2,2 Kw

No

1

**Duct Cleaning and sanitisation**

**First Floor Ducting**

12 Deep Cleaning and sanitisation of the First Floor entire supply and return air duct network Duct as below  
Supply air system Ducting

SUM

13 Main ducting is Approximately 850x650. With various sized branch networks. The ducting system network is between 80 m to 120m in length Return Air system

SUM

**Carried to Collection**

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Section No. 3  
Bill No. 8  
FIRST FLOOR HVAC

**Johannesburg Development Agency  
Johannesburg Central Library  
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14	Main ducting is Approximately 850x650. With various sized branch networks. The ducting system network is between 80 m to 120m in length Service of Air Supply and Return Air Grilles Supply air grilles	Item	18.00		
15	Return air grilles	Item	18.00		
<b><u>DIFFUSERS AND AIR GRILLES</u></b>					
<b><u>Diffusers</u></b>					
16	Replacement Existing damaged Diffusers with similar New.	No	10		
<b><u>Return air grilles</u></b>					
17	Replacement Existing damaged return air grilles with similar New.	Item	5.00		
<b><u>Flexible ducting</u></b>					
18	Ø200	m	30		
<b><u>Linking of systems to Fire detection system</u></b>					
19	HVAC			SUM	
<b><u>Testing and Commissioning</u></b>					
20	Complete commissioning & test of all installed systems in Presence of Engineers			SUM	
<b>Carried to Collection</b>				R	
Section No. 3 Bill No. 8 FIRST FLOOR HVAC					

**Johannesburg Development Agency**  
**Johannesburg Central Library**  
**Cnr. Albertina Sisulu Streets & Fraser Street**

Section No. 3

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FIRST FLOOR HVAC

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Section No. 3

Bill No. 8

FIRST FLOOR HVAC

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Condenser unit Check and clean condenser coil  
Clean housing, ensure that all panels are properly secured  
Check operation of safety switches and rectify if necessary.  
Check and service compressor . Ensure vibration mountings are properly secured  
Check all service valves for full operation and replace caps where missing.  
Replace service valves with similar or equal  
Check operation of pressure switch and rectify if necessary.  
Replace pressure switch  
Allow for additional refrigerant.  
Replace expansion device.  
Check setting and operation of thermostats and reset.  
Replace thermostat with similar or equal  
Ensure that all electrical terminals are tightened.  
Check condition of all cables, check whether cables are  
neatly strapped. Reposition and strap if required.  
Check and service fan and ensure that fan blades are well balanced.  
Check and ensure that the external isolator is weather proof and works properly.  
Clean all intake screens  
Replace 4 way valve  
Carry out leak tests on the installation and repair where necessary  
Replace insulation to the refrigerant pipe  
Replace filter drier  
Derust, neutralise and touch up paint work  
Evaporator unit

Carried to Collection

R

Section No. 3  
Bill No. 9  
SECOND FLOOR HVAC

Clean evaporator coil.  
Replace air filter.  
Clean housing, ensure that all panels are properly secured  
Check and service fan and ensure that fan blades are well balanced.  
Check running current of fans, compressor and operation of overloads. Rectify where necessary  
Ensure that all electrical terminals are tightened.  
Check condition of all cables, check whether cables are neatly strapped. Reposition and strap if required.  
Check and repair condensate tray and drainage system.  
Derust and treat the unit for rust  
Extend condensate pipe to the nearest drain point.  
PACKAGED AIR CONDITIONING UNIT

Replacement of Existing roof top package units with new

- 3 Design, manufacture, works testing, supply and deliver to site, moving into position, erection, connecting up, site testing, witness testing, demonstrating to the Employer, commissioning and maintenance of the complete mechanical systems and equipment as shown on the drawings and datasheets.  
Supply and install packaged heat pump unit complete with Primary and secondary filtration system, LCD wired remote controller, Magnehelic gauges across filters, louvers, 1.5D eurolon infill, avm, supports, washable pleated filters, control cabling and all fittings and fixtures to meet the following: Air on 24.3deg Celcius db/15.4deg Celcius wb; Air off 12deg C db/11deg C wb; Ambient 35degC PAU01 (4000 litres/sec, 20% fresh air, 60kW cooling capacity)

No

2

Carried to Collection

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Section No. 3  
Bill No. 9  
SECOND FLOOR HVAC



**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

**Electrical Supply and controls**

4	Electrical Material and labour work to provide power from units to isolator point and All control cabling associated with the above units, NB:Power to isolator Points will be supplied by Electrical contractor			SUM
5	The LCD wired remote controller remote/wall mounted control unit in a suitable position to be specified by the engineer	No	5	

**Duct Cleaning and sanitisation**

**Second Floor Ducting**

6	Deep Cleaning and sanitisation of the Second Floor entire supply and return air duct network Duct as below Supply air system Ducting			SUM
7	Main ducting is Approximately 850x650. With various sized branch networks. The ducting system network is between 80 m to 120m in length Return Air system			SUM

**Main ducting is Approximately 850x650. With various sized branch networks. The ducting system network is between 80 m to 120m in length**

**Service of Air Supply and Return Air Grilles**

8	Supply air grills	Item	18.00	
9	Return air grills	Item	18.00	

**DIFFUSERS AND AIR GRILLES**

**Diffusers**

10	Replacement Existing damaged Diffusers with similar New.	No	10	
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**Carried to Collection**

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Section No. 3  
Bill No. 9  
SECOND FLOOR HVAC

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**Johannesburg Development Agency**  
**Johannesburg Central Library**  
**Cnr. Albertina Sisulu Streets & Fraser Street**

Section No. 3

Bill No. 9

SECOND FLOOR HVAC

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Bill No. 9

SECOND FLOOR HVAC

Item No		Quantity	Rate	Amount
<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>				
<b><u>BILL NO 10: THIRD FLOOR HVAC</u></b>				
<b><u>AIR HANDLING UNITS</u></b>				
1	Replace old air handling unit on site with new installation unit and commissioning.	Item	4.00	
<b><u>Duct Cleaning and sanitisation</u></b>				
2	Deep Cleaning and sanitisation of the Library entire duct network Duct as below Supply air system Ducting			SUM
3	Main ducting is Approximately 1450x1150. With various sized branch networks. The ducting system network is between 150 m to 200m in length Return Air system			SUM
4	Supply air system Ducting main ducting is Approximately 1450x1150. With various sized branch networks. The ducting system network is between 150 m to 200m in length Service of Air Supply and Return Air Grilles Supply air grills	Item	15.00	
5	Return air grills	Item	15.00	
<b><u>System Control</u></b>				
<b><u>Ais Supply &amp; Return</u></b>				
6	Supply installation of damage/ missing replacement air grills with similar New.	No	8	
<b><u>Linking of systems to Fire ditection system</u></b>				
7	HVAC			SUM
<b>Carried to Collection</b>				R
Section No. 3 Bill No. 10 THIRD FLOOR HVAC				

**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

**Testing and Commissioning**

- 8 Complete commissioning & test of all installed systems in Presence of Engineers

SUM

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Bill No. 10  
THIRD FLOOR HVAC

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**Cnr. Albertina Sisulu Streets & Fraser Street**

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Bill No. 10

THIRD FLOOR HVAC

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Bill No. 10

THIRD FLOOR HVAC

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Item No		Quantity	Rate	Amount
<b><u>MECHANICAL INSTALLATION SECTION No. 3</u></b>				
<b><u>BILL NO 11: TOILET VENTILATION</u></b>				
<b><u>Toilet Ventillation</u></b>				
<b><u>Extraction Fan</u></b>				
Supply, Deliver to site, installation and commissioning of replacement ducted extraction fans as follows:				
1	Exhaust air inline fan unit complete with damper gravity louver, 2x silencers,3 phase drive motor, anti vibration mounts : 1500l/s against a static pressure of 350Pa having suitable drive motor	No	6	
2	Electrical works associated with above installation			SUM
<b><u>Aluminium natural anodised air grilles</u></b>				
3	200 x 550	No	16	
<b><u>Toilet Extraction ducting</u></b>				
4	350Dia	m	48	
5	200Dia	m	10	
6	Flexible ducting Ø200	m	15	
7	Extra Over for Fittings and stop ends	m	10	
<b><u>Linking of systems to Fire ditecton system</u></b>				
8	HVAC			SUM
<b>Carried to Collection</b>				R
Section No. 3				
Bill No. 11				
TOILET EXTRACTION				

**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

**Testing and Commissioning**

- 9 Complete commissioning & test of all installed systems in Presence of Engineers

SUM

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Section No. 3  
Bill No. 11  
TOILET EXTRACTION



**Johannesburg Development Agency**  
**Johannesburg Central Library**  
**Cnr. Albertina Sisulu Streets & Fraser Street**

Section No. 3

Bill No. 11

TOILET EXTRACTION

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Bill No. 11

TOILET EXTRACTION

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Item No	Quantity	Rate	Amount
<b><u>ELECTRICAL INSTALLATION</u></b> <b><u>SECTION No. 4</u></b>  <b><u>BILL NO 1: P&amp;GS</u></b>  <u>This section is construed to cover all obligations and requirements of the JBCC N/S Contract, Project Specification, and any liabilities not covered in the Schedule of Quantities.</u>  <u>In addition to the items listed below the Contractor is to state clearly hereunder the description of the item and the compensation for which he requires to claim.</u>  <u>The Engineer reserves the right to advance to the Contractor any such proportion of the stated sums with which he considers the Contractor to have complied.</u>  <u>Only rates for time related items will be applied in deriving additional costs for extension of time and this will be in accordance with the process defined in the Conditions of Contract.</u>  <b><u>INSURANCE PROVIDED BY CONTRACTOR</u></b>			
1	Insurance (a) of the Works	SUM	
2	(b) Public Liability	SUM	
3	Insurance of construction plant and equipment	SUM	
4	Transit, loading, unloading insurance of all materials	SUM	
5	Common Law Liability	SUM	
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Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

6	Any other insurance required (i.e. motor vehicle liability insurance and balance of Third Party, etc.)	SUM	
7	Discount if specified insurance is provided by the Employer in accordance with the Special Conditions of Contract.	SUM	
<b><u>SITE ESTABLISHMENT</u></b>			
8	Establishment of Offices on Site	SUM	
9	Establishment of Storage Facilities on Site	SUM	
10	Establishment of Ablution Facilities on Site	SUM	
11	Provision of Site Instruction Book on site for the use by the Consulting Electrical Engineer's representative	SUM	
12	Facilities for the Engineer as Specified	SUM	
13	Provision of Security for site establishment	SUM	
14	Removal of all facilities upon completion of contract	SUM	
15	Provision of Sureties	SUM	
16	Other fixed charge obligations not covered by above (specify)	SUM	
<b><u>TIME RELATED ITEMS</u></b>			
17	Project Administration	SUM	
18	Project Supervision	SUM	
19	Maintenance of facilities on Site	SUM	
20	Maintenance of facilities for the Engineer	SUM	
21	Allowance for twelve months guarantee and free maintenance of the Works	SUM	
<b>Carried to Collection</b>		R	
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Bill No. 1			
P&Gs			

**Johannesburg Development Agency  
Johannesburg Central Library  
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22	Allowance for an additional twelve months guarantee and free maintenance of Works, which may be instructed at the discretion of the Employer				SUM
23	Managing Sub Contractors, SMME's, ABE's				SUM
24	Allowance for project steering committee (PSC) meetings for implementation period				SUM
25	Provide commissioning technician for the adjustment & calibration of all Measurement, Control and electrical protection (grading) equipment installed. The technician shall be available for 4 hours per week.				SUM
26	Conduct re-calibration exercise of all low voltage protection (grading) equipment installed.				SUM
<b><u>STANDING TIME</u></b>					
27	Standing Time Costs for any Works interruption due to reasons out of the Contractor's direct control				
	Labour				
	Plant	Hrs	80.00		
28	Supervision	Hrs	80.00		
29	Other (please specify.....)	Hrs	80.00		
<b><u>AS-BUILT DRAWINGS AND MAINTENANCE MANUALS</u></b>					
30	Allow for 3 sets of operating and maintenance manuals and as-built drawings as indicated in the project specification. Preparation of Record Drawings, Operating and Maintenance Manuals and Asset Registers				SUM
31	Provision of Certificates of Compliance				SUM
32	Provision of maintenance manuals and handover packs				SUM
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Bill No. 1					
P&Gs					

**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

<b><u>SECURING THE WORKS</u></b>			
33	Allow for security for the duration of the Contract, as determined by the Contractor, and as Specified	SUM	
34	Allowance for security for the optional extended guarantee period	SUM	
<b><u>MEETING REQUIREMENTS FOR COORDINATING &amp; PROTECTING EXISTING SERVICES</u></b>			
35	Coordinate with Engineer and JCL staff to identify existing services and routes	SUM	
36	Coordinate with Engineer and JCL staff to approve the extent, location and routes of existing services for construction activities	SUM	
37	Coordinate with Engineer and JCL staff to protect identified to protect existing services	SUM	
38	Coordinate with Engineer and JCL staff to approve connection, testing and commissioning of the Works	SUM	
<b><u>PREPARATION OF DETAILED DRAWINGS AND PROGRAM</u></b>			
39	General arrangement (GA) drawings for low voltage distribution panels	SUM	
40	Detailed schematic and circuit drawings for low voltage panels	SUM	
41	Detailed layout drawings for the earthing and lightning protection installation	SUM	
42	Allow for the preparation and submission to the Engineer for approval of the detailed manufacturing, works testing, delivery, installation, site testing and commissioning program.	SUM	
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**Johannesburg Development Agency  
Johannesburg Central Library  
Cnr. Albertina Sisulu Streets & Fraser Street**

**TRAINING**

- 43 Training of JCL operations and maintenance (O+M) staff for low voltage equipment, as defined in project specification.

SUM

**OHS ACT COMPLIANCE AND HEALTH & SAFETY PLAN**

- 44 Allow for the preparation and submission to the Engineer for approval of the health & safety plan, which will comply in full with the OHS Act requirements as detailed in the Specification
- 45 Allow for the implementation for the duration of the construction period of the health & safety plan, which will comply in full with the OHS Act requirements as detailed in the Specification
- 46 Allowance for twelve months implementation during the defects liability period if required.
- 47 Allowance for an additional implementation during the additional defects liability period, which may be instructed at the discretion of the Employer if required.
- 48 COVID compliance (as applicable at time of tender)

SUM

SUM

SUM

SUM

SUM

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Item No		Quantity	Rate	Amount
	<b><u>ELECTRICAL INSTALLATION</u></b>			
	<b><u>SECTION No. 4</u></b>			
	<b><u>BILL NO 2: BILL A</u></b>			
	<u>The complete installation must comply with the SANS 10142 specifications and the Quality specification in this document. Therefore Tenders are advised to study the specification and drawings before the Bill is priced.</u>			
	<b><u>REPAIRS TO LOW VOLTAGE (LV) DISTRIBUTION BOARDS AND MOTOR CONTROL CENTRES (MCCs)</u></b>			
	Repair of all existing low voltage distribution boards and motor control centres (MCCs) within the building including tracing of circuits, labelling of DB and circuits and shall include power points and equipment, earthing, cabling, terminations, circuit breakers, 30mA earth leakage units, and control circuitry etc.			
	<u>LV Switchgear in Main Substation</u>			
1	Supply materials	No	1	
2	Labour and Installation	No	1	
	<u>D/B - BCS</u>			
3	Supply materials	No	1	
4	Labour and Installation	No	1	
	<u>D/B - AD</u>			
5	Supply materials	No	1	
6	Labour and Installation	No	1	
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	BILL A			

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**Johannesburg Development Agency**  
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**DECOMMISSIONING AND REFURBISHMENT OF  
EMERGENCY DIESEL GENERATORS**

Allow for the decommissioning, repair, testing and commissioning of existing emergency diesel generators in the building including tracing of emergency circuits, repair / refurbishment of automatic transfer switch (ATS), draining and filling up of generator day tank with diesel etc.

Decommissioning of redundant Generator No.1 and removal from site.

75	Supply materials	No	1
----	------------------	----	---

76	Labour and Installation	No	1
----	-------------------------	----	---

Refurbishment, testing and commissioning of Generator No.2 (Cummins 145kVA).

77	Supply materials	No	1
----	------------------	----	---

78	Labour and Installation	No	1
----	-------------------------	----	---

Supply and delivery of Diesel fuel (10ppm) for Generator No.2

79	Supply materials	No	1
----	------------------	----	---

80	Labour and Installation	No	1
----	-------------------------	----	---

**REFURBISHMENT OF UNINTERRUPTABLE POWER  
SUPPLY (UPS)**

Allow for the repair, testing and commissioning of existing uninterruptable power supply (UPS) in main low voltage switchgear room including tracing of circuits, replacement of battery cells, etc.

Replace UPS Battery Cells

81	Supply materials	No	1
----	------------------	----	---

82	Labour and Installation	No	1
----	-------------------------	----	---

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 Bill No. 2  
 BILL A

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Section No. 4

Bill No. 2

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Bill No. 2

BILL A

Item No		Quantity	Rate	Amount
<b><u>ELECTRICAL INSTALLATION</u></b>				
<b><u>SECTION No. 4</u></b>				
<b><u>BILL NO 3: BILL B</u></b>				
<b><u>The complete installation must comply with the SANS 10142 specifications and the Quality specification in this document. Therefore Tenders are advised to study the specification and drawings before the Bill is priced.</u></b>				
<b><u>CONDUCTORS AND EARTHWIRE</u></b>				
Supply and install 600/1000V PVC SWA PVC Cu cable and Bare Copper Earth Wire (BCEW).				
<u>2.5mm² x 4C</u>				
1	Supply materials	m	1 000	
2	Labour and Installation	m	1 000	
<u>4mm² x 4C</u>				
3	Supply materials	m	300	
4	Labour and Installation	m	300	
<u>6mm² x 3C</u>				
5	Supply materials	m	900	
6	Labour and Installation	m	900	
<u>10mm² x 4C</u>				
7	Supply materials	m		Rate only
8	Labour and Installation	m		Rate only
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BILL B				



**Johannesburg Development Agency  
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	<u>2.5mm2 (Black)</u>				
23	Supply materials	m	10 000		
24	Labour and Installation	m	10 000		
	<u>2.5mm2 (Green / Yellow)</u>				
25	Supply materials	m	10 000		
26	Labour and Installation	m	10 000		
	<u>4mm2 (Red)</u>				
27	Supply materials	m	10 000		
28	Labour and Installation	m	10 000		
	<u>4mm2 (Black)</u>				
29	Supply materials	m	10 000		
30	Labour and Installation	m	10 000		
	<u>4mm2 (Green / Yellow)</u>				
31	Supply materials	m	10 000		
32	Labour and Installation	m	10 000		
	<u>2.5mm twin and earth / Surfex or silimiar (surface, tray, basket application)</u>				
33	Supply materials	m	5 000		
34	Labour and Installation	m	5 000		
	<u>4.0mm twin and earth / Surfex or silimiar (surface, tray, basket application)</u>				
35	Supply materials	m	5 000		
36	Labour and Installation	m	5 000		
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**GLANDS AND SHROUDS**

**Supply and install cable glands**

No 0 gland complete with shroud (SWA cable)

37	Supply materials	No	50	
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38	Labour and Installation	No	50	
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No 1 gland complete with shroud (SWA cable)

39	Supply materials	No	30	
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40	Labour and Installation	No	30	
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No 2 gland complete with shroud (SWA cable)

41	Supply materials	No	30	
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42	Labour and Installation	No	30	
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No 0 compression gland (Surfix and similar)

43	Supply materials	No	50	
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44	Labour and Installation	No	50	
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No 1 compression gland (Surfix and similar)

45	Supply materials	No	50	
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46	Labour and Installation	No	50	
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**SOCKET OUTLETS AND ISOLATORS**

Supply, install and connect switch sockets and isolators in flush mounted boxes, complete with cover plates: (All normal power socket outlets to be supplied with red toggle)

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	<u>16 Amp Double Sockets Normal</u>				
47	Supply materials	No	50		
48	Labour and Installation	No	50		
	<u>16 Amp Single Sockets Normal</u>				
49	Supply materials	No	50		
50	Labour and Installation	No	50		
	<u>5 Amp single unswitched Socket (on 60mm steel round box for light fittings)</u>				
51	Supply materials	No	1 000		
52	Labour and Installation	No	1 000		
	<u>Single Phase 16A isolators</u>				
53	Supply materials	No	50		
54	Labour and Installation	No	50		
	<u>Single Phase 32A isolators</u>				
55	Supply materials	No	15		
56	Labour and Installation	No	15		
	<b><u>DECOMMISSIONING, REMOVAL AND DISPOSAL OF EXISTING INCANDESCENT AND FLOURESCENT LUMINAIRES</u></b>				
	<b><u>Decommission, removal from site and safe disposal of existing incandescent and fluorescent luminaires. Note lights with historical value (antique) must not be removed)</u></b>				
	<u>1200mm Flourescent tubes</u>				
57	Supply materials	No	500		
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	<u>1500mm 20W 6000K lumens LED tube equal or similar to Philips cool white 4000K</u>				
67	Supply materials	No	125		
68	Labour and Installation	No	125		
	<u>1200mm 20W 4000K lumens LED tube equal or similar to Philips cool white 4000K</u>				
69	Supply materials	No	300		
70	Labour and Installation	No	300		
	<u>600mm 20W 6000K lumens LED tube equal or similar to Philips cool white 4000K</u>				
71	Supply materials	No	300		
72	Labour and Installation	No	300		
	<u>6W 1200 lumens LED light bulb equal or similar to Philips cool white 4000K</u>				
73	Supply materials	No	500		
74	Labour and Installation	No	500		
	<u>15W 1200 lumens LED light bulb equal or similar to Philips cool white 4000K</u>				
75	Supply materials	No	500		
76	Labour and Installation	No	500		
	<u>20W LED Flood light equal or similar to Giantlight LED Flood light with batwing distribution</u>				
77	Supply materials	No	205		
78	Labour and Installation	No	205		
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	Removal, repair and re-instatement of light fittings deemed to have historical value i.e. brass exit lights, foyer lights, etc.. (recommend retain old and compliment with new)				
79	Supply materials	No	100		
80	Labour and Installation	No	100		
	<u>Supply and install outside walkway lighting (situated below main entrance stairs)</u>				
81	Supply materials	No	4		
82	Labour and Installation	No	4		
	<b><u>CABLE CONTAINMENT AND SUPPORTS</u></b>				
	Supply and install, bolt together, line up, earth straps on joints, fix in position including all small materials such as bolts washers, joint plates, small brackets and including drilling of holes in concrete or brickwork for fixings of hot-dip galvanized steel materials for:				
	<u>300 mm wide x 100 mm deep "Power span" PS100/1 hot-dip galvanized steel cable ladder or similar mounted horizontally along walls and vertically on support struts, including bends, elbows, T-pieces and off-centre pieces.</u>				
83	Supply materials	m			Rate only
84	Labour and Installation	m			Rate only
	<u>300mm wide x 100 mm deep "Gridspan" GS75 hot-dip galvanized steel welded wire mesh or similar mounted horizontally and vertically on support struts, gripple hangers, including bends, elbows, T-pieces, 4-way crossovers.</u>				
85	Supply materials	m			Rate only
86	Labour and Installation	m			Rate only
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	<u>100mm x 50mm x 50mm deep</u>				
109	Supply materials	No	20		
110	Labour and Installation	No	20		
	<u>100mm x 100mm x 50mm deep</u>				
111	Supply materials	No	40		
112	Labour and Installation	No	40		
	<u>Supply and install 1,6mm diameter steel galvanised draw wires drawn into conduit/sleeves:</u>				
113	Supply materials	m	2 000		
114	Labour and Installation	m	2 000		
	<u>Supply and install 100mm x 100mm blank cover plates</u>				
115	Supply materials	No	100		
116	Labour and Installation	No	100		
	<u>Supply and install 4 way PVC round boxes</u>				
117	Supply materials	No	200		
118	Labour and Installation	No	200		
	<u>Supply and install 100mm x 50 blank plates</u>				
119	Supply materials	No	100		
120	Labour and Installation	No	100		
	<u>Supply and install weatherproof outdoor box</u>				
121	Supply materials	No	4		
122	Labour and Installation	No	4		
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**LIGHT SWITCHES**

**Supply and install light and other light related switches:**

1 gang 2 way c/w cover and fastners

123	Supply materials	No	30		
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124	Labour and Installation	No	30		
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2 gang 2 way c/w cover and fastners

125	Supply materials	No	30		
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126	Labour and Installation	No	30		
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3 gang 2 way c/w cover and fastners

127	Supply materials	No	20		
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128	Labour and Installation	No	20		
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4 gang 2 way c/w cover and fastners

129	Supply materials	No	20		
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130	Labour and Installation	No	20		
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Dimmer switch - 1 gang 2 way c/w cover and fastners

131	Supply materials	No	20		
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132	Labour and Installation	No	20		
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Occupancy sensors ceiling application

133	Supply materials	No	100		
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134	Labour and Installation	No	100		
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**RELATED ITEMS**

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<b><u>Supply and installation of the following related items:</u></b>					
<u>Supply and install hand dryer isolator (Hand dryers fall under mechanical BoQ)</u>					
135	Supply materials	No	10		
136	Labour and Installation	No	10		
<u>Supply and install ablution ventilation fan isolators (Fans fall under mechanical BoQ)</u>					
137	Supply materials	No	10		
138	Labour and Installation	No	10		
<b><u>TESTING AND COMMISSIONING</u></b>					
<u>Inspections, testing and handing over of the complete installation in the presence of the Engineer and certify the results on the Certificate of compliances by an accredited person (Master Installation Electrician).</u>					
139	Supply materials			SUM	
140	Labour and Installation			SUM	
<b><u>OTHER ITEMS (CONTRACTOR TO LIST ITEMS)</u></b>					
<u>Supply and installation of operating and electrical safety signage</u>					
141	Supply materials			SUM	
142	Labour and Installation			SUM	
<u>Normalise wiring on all security scanners</u>					
143	Supply materials	No	20		
144	Labour and Installation	No	20		
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	<u>Wheelchair lift test, repair as required and commission</u>				
145	Supply materials			SUM	
146	Labour and Installation			SUM	
	<u>Supply and installation of additional ornamental lighting</u>				
147	Supply materials			SUM	
148	Labour and Installation			SUM	
	<u>Supply and installation of additional display feature lighting</u>				
149	Supply materials	No	10		
150	Labour and Installation	No	10		
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## **PART C3: SCOPE OF WORK**

### **C3.1. Description of the Works**

- C3.1.1. Employer's objectives
- C3.1.2. Overview of the works
- C3.1.3. Location of the works
- C3.1.4. Temporary works
- C3.1.5. Access and working areas

### **C3.2. Engineering**

- C3.2.1. Design services and activity matrix
- C3.2.2. Employer's design
- C3.2.3. Design brief
- C3.2.4. Drawings
- C3.2.5. Design procedures

### **C3.3. Procurement**

- C3.3.1. Requirements
- C3.3.2. Small contractor development

### **C3.4. Construction**

- C3.4.1. Works specifications
- C3.4.2. Plant and Materials
- C3.4.3. Construction Equipment
- C3.4.4. Existing services
- C3.4.5. Site establishment
- C3.4.6. Site usage
- C3.4.7. Permits and way leaves
- C3.4.8. Alterations, additions, extensions and modifications to existing works
- C3.4.9. Inspection of adjoining properties
- C3.4.10. Water for construction purposes
- C3.4.11. Survey control and setting out of the works
- C3.4.12. Features requiring special attention

### **C3.5. Management**

- C3.5.1. Health and safety specification
- C3.5.2. Environmental specifications

## PART C3: SCOPE OF WORK

### C3.1 DESCRIPTION OF THE WORKS

#### C3.1.1 Employer's objectives

The Johannesburg Development Agency has been appointed by the City of Johannesburg for the implementation of Repairs to the Johannesburg Community Library.

This contract is for the **REPAIRS TO THE JOHANNESBURG COMMUNITY LIBRARY**.

The Johannesburg Development Agency (JDA)'s objective is to repair to the Johannesburg Community Library as per the overview of the works below.

The Project will seek to:

- Effect repairs relative to the following disciplines, Mechanical, Electrical, Fire and Builders works required to achieve compliance of the library.
- Support local economic development including local SMMEs
- Encourage further investment and upgrading in the area
- Promote improved social cohesion

#### C3.1.2 Overview of the works

The scope of works comprises of but not limited to the repairs and or replacement to of Mechanical, Electrical & Fire Components, etc. to the Johannesburg Community Library.

#### C3.1.3 Location of the works

The site is situated on Albertina Sisulu Rd &, Pixley Ka Isaka Seme St, Johannesburg, 2000.)

#### C3.1.4 Temporary works

The contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required in the execution of the works.

As the works are to be executed within a built up sub-urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses.

### **C3.1.5 Access and working areas**

Access to the site is on Albertina Sisulu Rd or, Pixley Ka Isaka Seme St, Johannesburg, 2000.

Working space is sometimes restricted. The works execution method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

**C3.2 ENGINEERING****C3.2.1 Design Services & Activity Matrix**

The following parties are responsible for the various design stages of the project.

DESCRIPTION	RESPONSIBLE
Concept, feasibility and overall process	Employers Agents / Professional Team
Basic Principal Agent and Preliminary Design	Employers Agents / Professional Team
Final design to approval for construction stage	Employers Agents / Professional Team
Temporary Works	Contractor
Preparation of as built drawings	Employers Agents / Professional Team

**C3.2.2 Employers Design**

All permanent works required to be executed shall be designed by the employer and his appointed agents / professional team.

**C3.2.3 Design Brief**

The Employer has briefed the consultants as to the design requirements.

**C3.2.4 Drawings**

The drawings included with the tender document are for information and tender purposes only. Detail construction drawings will be issued to the contractor at site handover and revisions thereto during the works execution stage of the project.

The following drawings are applicable to the contract:

Refer to drawing register.

The Contractor will be supplied with three (3) copies of each of the construction drawings. These copies will be issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Only figured dimensions shall be used and drawings are not to be scaled unless so instructed by the principal agent. The principal agent will supply any figured dimensions, which may have been omitted from the drawings.

All drawings and documents are to be considered the sole property of the Consultants and are to be returned to them on completion of the Works.

The drawings, etc., are to be used by the Contractor for the purpose of this Contract only. All drawings must be properly cared for, protected and kept in good condition.

Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Upon receipt of detail drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued.

In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations.

All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling.

### **C3.2.5 Design Procedures**

Where the Contractor is required to design any sub-contract or specialist works, the relevant professional indemnity must be taken out at the contractor's costs. All shop drawings must be issued timeously for approval by the Principal Agent. A late issue of shop drawings by the Contractor will not constitute a valid claim for extension of time.

### C3.3 PROCUREMENT

#### C3.3.1 Requirements

The contractor shall be required to adopt labour based techniques through the full spectrum of the works with the proviso that the Client's specific objectives regarding time and quality are not compromised. Maximisation of employment shall be of the essence on this contract.

Together with their tenders, all Tenderers are required to submit a comprehensive implementation plan clearly stating the labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the Project Manager to monitor and compare it with the implementation plan.

The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

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

#### C3.3.2 Small Contractor Development

##### C3.3.2.1 Definitions and Applicable Legislation

###### **(A) Definitions**

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

###### Start-up Enterprises

An enterprise that has been in existence and operating for less than two years.

###### Small Enterprises

An enterprise that has a CIDB grading designation of 1 or 2.

###### Micro Enterprises

An enterprise that has a CIDB grading designation of 3.

###### Locally based SMMEs



Enterprises that have their operational base in the ward in which the Project is to be executed or, alternatively, the members of the enterprise are resident in the particular ward.

Should suitable locally based SMME contractors as defined above not be available in the particular ward, then they shall be sourced from adjacent wards.

#### Black Business Enterprise

Black Business Enterprise is a legal entity which adheres to statutory labour practices, is registered with SARS and is a continuing and independent Enterprise, providing a Commercially Useful Function:

- a) Whose management and daily business operations are in the control of one or more Black Persons, and
- b) Which is at least 50,1% owned by one or more Black Persons who are Principals.”

#### Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government’s objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

#### Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

#### Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the Contractor’s progress in achieving the CPG.

#### **(B)Applicable Legislation**

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No. 53 of 2003.

### C3.3.2.2 Participation and Advancement of Start-Up, Small and Micro Enterprises

The City of Johannesburg has identified job creation and access to procurement opportunities by Start-ups, Small and Micro enterprises (SMMEs) as an essential requirement towards building an economically viable City.

It is a condition of this tender that the successful contractor is required to sub contract a minimum value of work to **SMME's ranging between 15% - 20%** of the contract sum.

If it is established that the SMMEs are sufficiently resourced to execute the proposed works as a complete package the Contractor may conclude full sub-contract agreements with locally based SMMEs to a minimum value ranging between 15% - 20%

The form of contract to be used with SMMEs is the MBSA Domestic Subcontract Agreement or a JDA approved form of contract. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the latter, the Contractor is to allow for fortnightly certificates from the SMMEs and for payment to the SMMEs to be effected within 7 days of certification. In order to achieve the goals of this policy and to ensure that the SMMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful Project, the Contractor is to note the following and provide for any cost that may be associated therewith.

1. The Contractor shall subcontract the local SMME works at the Contractor's tendered rates.
2. The Contractor will be expected to have clearly specified the programme dates to the SMME contractors and these dates are to be included in the contract of agreement between the two parties.

The Contractor is to monitor the SMME contractor's progress against the programme and hold progress meetings with the SMME contractors where minutes are to be kept and signed off by both parties.

3. The Contractor is to assess the skills of the SMME contractor and provide the relevant support and training where it is necessary in order for the SMME contractor to complete the works to programme, budget and specification. The Managing Contractor will be expected to provide on-site training to the SMME contractors that will ensure that the SMME contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the Project.

4. The Contractor is responsible for safety compliance on the Project and will assist the SMME contractors in all aspects to achieve safety compliance, that will include:
  - a) Assisting the SMME contractors with developing their safety files, legal appointments, etc.
  - b) Assisting the SMME contractors with achieving safety on site.
  - c) Having tool box talks with the SMME contractor's employees on a daily basis.
  - d) Providing all safety equipment and signage.
  - e) Providing safety training where necessary.
5. Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME contractors. The Contractor will be expected to monitor the SMME contractor's works for quality compliance and provide all the necessary support to the SMME contractors in order to achieve quality requirements. The Contractor is to ensure that if the SMME contractor's quality of works does not achieve specification the Contractor will assist the SMME contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
6. The Contractor is to generate monthly reports for the JDA that includes the following:
  - a) SMME contractor resources on the site, ie supervisors, labour, plant tools and equipment
  - b) SMME contractor progress of works on site.
  - c) SMME contractor quality control on site.
  - d) SMME contractor expenditure on the Project versus target expenditure.
  - e) Copies of minutes of the SMME contractor and Contractor progress meetings.
  - f) Concerns and improvements to be made.

**The Tenderers are to price the works to achieve full compliance with the above requirements. Failure of the Contractor to achieve these requirements may result in the JDA enforcing compliance by appointing 3<sup>rd</sup> parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.**

Following from the above, the SMME's to be contracted on the Project must be selected from the provided database which is attached on this document contract. The data base includes SMME that are youth, women owned, disabled and ex-combats. The contractor will be expected to give preference to SMME's that comply with all/most of these groups. The following information must be provided by said contractor on the date of tender closure.

1. Detailed approach and methodology on the employment of local SMME's
2. SMME/s company name/s to be employed on the Project.
3. SMME contact persons
4. Works to be executed by SMME/s
5. Programme (anticipated start, duration and end dates) applicable to the works defined in item 4 above.
6. Estimated value of the works identified in item 4 above.

**JDA reserves the right to withdraw our acceptance of offer, should the appointed contractor fail to satisfactorily address the above requirements (1 to 6) within 14 days of the commencement date of the contract. Approved documentation will form part of the contract.**

**(a) Contract Participation Goal (CPG)**

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

CPG = final contract value (excluding CPA and VAT) x (target % set by the Employer for Targeted Enterprises and local SMME contractors)

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

It is the Contractor's responsibility to ensure that the CPG target is achieved.

**(b) Contract Participation Performance (CPP)**

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

CPP = total value (excluding CPA and VAT) of contribution by Targeted Enterprises and local SMME contractors

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises and local SMME contractors. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the information has been received.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve the CPG. This shall include CPG achievement details for both the specific work indicated for CPG in terms of this contract for completion by Targeted Enterprises and local SMME contractors as well as details for any other work that the Contractor may use towards achieving the CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) is due to quantitative under runs, the elimination of items contracted to Targeted Enterprises and local SMME contractors, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in Clause JBCC B 12.0 of the Contract Data.

## C3.4 CONSTRUCTION

### C3.4.1 Works specifications

#### **Applicable national and international standards**

For preambles refer to “General Specification of Materials and Methods used for Building Contracts” (GP/ASC)

#### **Particular / generic specifications**

Works are to be carried out in accordance with the construction drawings and according to the Johannesburg Development Agency, Johannesburg Roads Agency and City of Johannesburg's norms and standards.

#### **Certification by recognized bodies**

None Applicable.

### C3.4.2 Plant and Materials

The contractor shall ensure that adequate plant and materials are procured at his own cost and available as required in order to complete the works as specified in line with the contract programme. The contractor shall supply a report to the Principal Agent on a fortnightly basis as to the plant and materials on site (or on order), and their utilization in relation to the construction programme.

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the plant he proposes to use in the construction of the Works.

### C3.4.3 Construction Equipment

The contractor shall ensure that adequate construction equipment is available at his own cost as required in order to complete the works as specified in line with the contract programme. The contractor shall supply a report to the Principal Agent on a fortnightly basis as to the construction equipment on site and their utilization in relation to the construction programme.

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the equipment he proposes to use in the construction of the Works.

### C3.4.4 Existing Services

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and accuracy and completeness of this information has not been confirmed. The contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services.

In general, the engineer may call upon the contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the engineer such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the contractor of his responsibilities in term of the works.

### **C3.4.5 Site Establishment**

The Contractor shall make available temporary facilities necessary for providing the works which are not provided by the Employer including telecommunications, security services, medical, fire protection, sanitation and toilets, waste disposal, etc.

The contractor shall not make any changes to the senior management relative to the agreement without the principal agent's express written approval.

Services and Facilities Provided by the Employer:

- Nil

Facilities Provided by the Contractor:

- The contractor is to provide facilities, necessary to complete the project as specified.
- The contractor is to provide suitable hoarding to the entire site for the entire duration of the project to meet the Principal Agent's requirements. Including any necessary making good upon completion.

Storage and Laboratory Facilities:

- The contractor is to provide facilities, necessary to complete the project as specified.

Other Facilities and Services:

- The contractor is to provide facilities, necessary to complete the project as specified.

Vehicles and Equipment:

- The contractor is to provide vehicles and equipment necessary to complete the project as specified.

Advertising Rights:

- The contractor may not place any advertising boards or the like on the site or in any public area without the express written permission of the employer.

Notice Boards:

- The contractor must place a contract notice board outside his site camp as specified by the employer.

Office Accommodation for Meeting Room:

- The contractor must provide a meeting room to accommodate a maximum of 20 people. The meeting room is to be air-conditioned.
- The contractor must provide an air-conditioned office space for the engineers for construction monitoring.

#### **C3.4.6 Site Usage**

The contractor will have unlimited access to the site, however all construction activities are to comply with the City of Johannesburg's by laws. The accommodation of vehicular and pedestrian traffic on the site is to be maintained at all times.

The contractor is to allow for the accommodation and diversion of pedestrian traffic in his preliminaries & general items all in accordance with the South African Road Traffic Signs Manual, The Occupational Health & Safety Act & The Construction Regulations as amended, including on-going liaison with the traffic authorities and management of traffic, alterations to kerbing and landscaping, barricading road entrances, temporary signage, dust screens, painting of lines, etc. The traffic accommodation proposal shall be approved by the Principal Agent prior to the execution of the works.

The contractor is to maintain temporary accesses to all businesses during business hours and to all residential properties outside of business hours. In the event that the contractor cannot maintain access to residents' properties for vehicular parking and the like, the contractor is to provide alternative secure parking for residents at his own cost. Similarly, should residents be forced to park on the street due to construction activities, the contractor shall provide security personnel to guard the resident's vehicles.

The cost hereof shall be included in the contractor's preliminaries & general items.

#### **C3.4.7 Permits and way leaves**

Way leaves shall be supplied by the contractor. Contractors are to comply with the terms and conditions of the way leaves as supplied by the various service provider departments.

#### **C3.4.8 Alterations, additions, extensions and modifications to existing works**

Care must be taken not to affect the structures stability and props must be installed if there is any doubt as to the structural integrity of the building. All rubble must be removed in a manner acceptable to the Principal Agent.

The works at tender stage are not finalised and are subject to change.

The Architect will prepare a handover document including photographs of the existing building.

#### **C3.4.9 Inspection of Adjoining Properties**

Contractors are to ensure that adequate inspections of adjoining properties are carried out (and records are kept thereof) to ensure that any claims received from adjoining properties due to damage can be dealt with decisively. The settlement of any claims in this regard shall be dealt with in terms of the policies in place by the City of Johannesburg. Photographs must be taken to document the inspection.



#### **C3.4.10 Water and Electricity for Construction Purposes**

The cost for temporary water and electricity would be for the contractor's account.

#### **C3.4.11 Survey Control and setting out of the works**

By the Contractor

#### **C3.4.12 Features requiring special attention**

##### **(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

##### **(b) Testing and quality control**

###### **(i) Contractor to Engage Services of an Independent Laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Principal Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. .

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Principal Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

###### **(ii) Costs of Testing**

###### **(a) Costs of Testing**

The costs of all testing carried out by the independent laboratory shall be borne by the Contractor and shall be deemed to be included in the bided rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes

necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

**(b) Additional Tests Required by the Principal Agent**

Additional testing required by the Principal Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Principal Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

**(c) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Principal Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Principal Agent will not become involved.

## C3.5 MANAGEMENT

### C3.5.1 HEALTH AND SAFETY SPECIFICATIONS

This part of C3.5 Management contains specifications for Health and Safety matters not covered by C3.4 Construction Specifications.

The number of each clause in this specification is prefixed with an E to differentiate these clauses and items.

## SECTION E1000: HEALTH AND SAFETY REQUIREMENTS

### E1001 SCOPE

This health and safety specification establishes the overarching framework within which a contractor is required to satisfy general requirements for occupation health and safety in an engineering and construction works contract.

**Note:** (1) This specification establishes general requirements to enable the employer and the contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.

(2) The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

### E1002 DEFINITIONS

**Act:** the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

**competent person:** any person having the knowledge, training and experience specific to the work or task being performed.

**ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance.

**hazard:** a source of or exposure to danger.

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- (a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;

- (b) a major incident occurred; or
- (c) the health or safety of any person was endangered and where:
  - (i) a dangerous substance was spilled;
  - (ii) the uncontrolled release of any substance under pressure took place;
  - (iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control.

**health and safety plan:** a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

**health and safety specification:** a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

**inspector:** a person designated as such under section 28 of the Act.

**major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

**reasonably practicable:** practicable having regard to:

- (a) the severity and scope of the hazard or risk concerned;
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- (c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom.

**risk:** the probability that injury or damage will occur.

**safe:** free from any hazard.

**scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both.

**specification data:** data, provisions and variations that make this specification applicable to a particular contract.

**Structure:**

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more.

**substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof.

**suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose.

**E1003 INTERPRETATION**

E3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

E3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

**E1004 REQUIREMENTS**

**E4.1 General requirements**

- E4.1.1 The contractor shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.
- E4.1.2 The contractor shall with respect to the site and the engineering and construction works that are contemplated:
  - a) Identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act
  - b) As far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- E4.1.3 The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is

required or permitted to use, as well as with the precautionary measures which should be taken and observed with the respect to those hazards.

- E4.1.4 The contractor shall ensure that all employees under his or her control are:
- (a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment
  - (b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
- E4.1.5 The contractor shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- E4.1.6 The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
- (a) Undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
  - (b) Is provided with the necessary personal protective equipment.
- E4.1.7 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.
- E4.1.8 The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### **E4.2 Health and safety representatives**

- E4.2.1 The contractor shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site; to:
- (a) review the effectiveness of health and safety measures;
  - (b) identify potential hazards and potential major incidents;
  - (c) in collaboration with his employer, examine the causes of incidents;
  - (d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
  - (e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
  - (f) inspect the site with a view to the health and safety of employees, at regular intervals;
  - (g) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
  - (h) participate in any internal health or safety audit.

- E4.2.2 The contractor shall inform the relevant safety representative:
- (a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
  - (b) as soon as reasonably practicable of the occurrence of an incident on the site.
- E4.2.3 The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:
- (a) make recommendations to the employer regarding any matter affecting the health or safety of persons on the site; and
  - (b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.
- E4.2.4 The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

### **E4.3 Appointment of construction supervisor and safety officers**

- E4.3.1 The contractor shall appoint a full-time competent employee designated in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.
- E4.3.2 A contractor may having considered the size of the Project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the contractor's opinion the necessary competencies and resources, to assist the contractor in the control of all safety related aspects on the site.
- E4.3.3 The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.
- E4.3.4 The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.
- E4.3.5 The contractor shall ensure that the following activities, as relevant, are carried out under the supervision of a competent person and that such persons are appointed in writing:
- (a) all formwork and support work operations;
  - (b) excavation work;
  - (c) demolition work;
  - (d) scaffolding work operations;



- (e) suspended platform work operations;
- (f) operation of batch plants; and
- (g) the stacking and storage of articles on the site.

#### E4.4 Risk assessment

E4.4.1 The contractor performing work falling within the contract shall, before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- (a) identify the risks and hazards to which persons may be exposed to;
- (b) analyse and evaluate the identified risks and hazards;
- (c) document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) provide a monitoring plan; and
- (e) provide a review plan.

**Note:** A risk assessment is an important step in protecting workers as well as complying with the law. It helps you focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.

Identify who may be harmed and how by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.

Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc.); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).

Record the findings by writing down the findings of the risk assessment.

E4.4.2 The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

E4.4.3 The contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

E4.4.4 Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- (d) fall prevention and fall arrest equipment is:
  - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - (ii) securely attached to a structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall; fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- (e) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

E4.4.5 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

the roof work has been properly planned;

the roof erectors are competent to carry out the work;

no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing

across or working on or from fragile material is supported; and there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

E4.4.6 The contractor shall ensure that:

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- (c) specification data prepared by the designer of the structure is taken into account in the risk assessment;

Note: The specification data provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

#### E4.5 Health and safety plans

E4.5.1 The contractor shall prior to commencing the works to which this specification applies, submit to the employer for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

E4.5.2 The health and safety plan shall as a minimum provide:

- (a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1); and

Table 1: Example of the format of a health and safety plan

What are the hazards?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

- (b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

- E4.5.3 The contractor shall discuss the submitted health and safety plan with the employer's representative, modify such plan in the light of the discussions and resubmit the modified plan for approval.
- E4.5.4 The contractor shall apply the approved health and safety plan from the date of commencement of and for the duration of the works to which this specification applies.
- E4.5.5 The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer, but at least once every month.
- E4.5.6 The contractor shall update the health and safety plan whenever changes to the works are brought about.

**E4.6 Subcontractors**

- E4.6.1 The contractor may only subcontract work in terms of a written subcontract and shall only appoint a Sub-contractor should he be reasonably satisfied that such a Sub-contractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the Sub-contractor shall:
- (a) co-operate with the contractor as far as is necessary to enable both the contractor and Sub-contractor to comply with the provisions of the Act; and
  - (b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
- E4.6.2 The contractor shall provide any Sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.
- E4.6.3 The contractor shall take reasonable steps as are necessary to ensure:
- (a) co-operation between all Sub-contractors to enable each of those Sub-contractors to comply with the requirements of the Act and associated regulations; and
  - (b) that each Sub-contractor's health and safety plan is implemented.
- E4.6.4 The contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every Sub-contractor working on the site at intervals agreed upon with such contractors, but at least once per month.
- E4.6.5 The contractor shall stop any contractor from executing construction work which is not in accordance with the contractor's or Sub-contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- E4.6.6 The contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the Sub-contractor to execute the work safely.

E4.6.7 The contractor shall ensure that:

- (a) every Sub-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- (b) potential Sub-contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- (c) every Sub-contractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

E4.6.8 The contractor shall receive, discuss and approve health and safety plans submitted by Sub-contractors.

E4.6.9 The contractor shall ensure that all Sub-contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

E4.6.10 The contractor shall reasonably satisfy himself that all employees of Sub-contractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment. The contractor shall satisfy himself and ensure that all Sub-contractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

#### **E4.7 Reporting of incidents**

The contractor shall notify the employer's representative of any incident as soon as possible after it has occurred and report such incidence to an inspector.

#### **E4.8 Administration**

E4.8.1 Notification of intention to commence construction work

The contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

involves the demolition of a structure exceeding a height of 3m;

involves the use of explosives to perform construction work;

involves the dismantling of fixed plant at a height greater than 3m;

exceeds 30 days or will involve more than 300 person days of construction work; and includes:

- (a) excavation work deeper than 1m; or
- (b) working at a height greater than 3 m above ground or a landing.

E4.8.2 Health and safety file

E4.8.2.1 The contractor shall maintain on site a health and safety file on site which contains copies of the following, as relevant:

- (a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- (b) the letters of appointment of health and safety representatives;
- (c) the minutes of all health and safety meetings;
- (d) a comprehensive and updated list of all the Sub-contractors (nominated, selected or domestic) employed on site by the contractor, indicating the type of work being performed by such Sub-contractors;
- (e) a copy of each and every subcontract agreement;.
- (f) the contractor's health and safety plan;
- (g) the health and safety plans of all the contractor's Sub-contractors who are required to provide such plans;
- (h) the recommendations made to the contractor by the health and safety committee referred to in 4.2.3
- (i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and
- (j) the findings of all audit reports made regarding the implementation of the contractor's or a Sub-contractor's health and safety plan;
- (k) proof that the contractor and every Sub-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (l) the inputs of the safety officer, if any, into the health and safety plan;
- (m) a copy of risk assessments made by competent persons;
- (n) details of induction training conducted whenever it is conducted;
- (o) proof of all Sub-contractor's induction training whenever it is conducted;
- (p) letters of appointments for competent persons to supervise prescribed activities;
- (q) proof of the following where suspended platforms are used:

- (i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
- (ii) proof of competency of erectors;
- (iii) proof of compliance of operational design calculations with requirements of the system design certificate;
- (iv) proof of performance test results;
- (v) sketches indicating the completed system with the operational loading capacity of the platform;
- (vi) procedures for and records of inspections having been carried out;
- (vii) procedures for and records of maintenance work having been carried out;
- (viii) proof that the prescribed documentation has been forwarded to the provincial director;
- (r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- (s) the names of the first aiders on site and copies of the first aid certificates of competency.

E4.8.2.2 The health and safety file shall be made available for inspection by any inspector, Sub-contractor, employer's representative, employer's agent, health and safety representative or employee of the contractor upon the request of such persons.

E4.8.2.3 The contractor shall hand over the health and safety file to the employer upon completion of the contract together with a record of all drawings, designs, materials used and other similar information concerning the completed structure.

#### **E4.9 First aid, emergency equipment and procedures**

The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.



### **C3.5.2 ENVIRONMENTAL SPECIFICATIONS**

This part of C3.5 Management contains specifications for Environmental matters not covered by C3.4 Construction Specifications.

The number of each clause in this specification is prefixed with an F to differentiate these clauses and items.

## **SECTION F1000 : ENVIRONMENTAL MANAGEMENT**

### **F1001 SCOPE**

The Contractor is required to comply with the requirements of the detailed EMP throughout construction.

The following are standardised additional specifications applicable. They are intended to assist the appointed Contractors to fulfill the environmental requirements of the Project. The objective of the EMP is to ensure that the potential impacts upon the environment are minimised, and that upon completion of each section of work the area is left in a clean and sustainable condition.

Overall the environmental impacts of the Project are considered to be low as long as the listed procedures are followed. These are given in the EMP.

The Contractor is advised that there are cost implications to the EMP and these must be factored into the tendered price.

### **F1002 ENVIRONMENTAL MANAGEMENT PLAN**

#### **F2.1 Objectives**

The prime objective of the EMP is to minimise or avoid significant environmental impacts by using a pro-active approach and planning procedures.

The second objective is to have a plan in place to rehabilitate areas that have been impacted upon and, thirdly,

To have a plan in place for emergency situations that arise and are detrimental to the environment e.g. fuel or bitumen spills.

The Contractor will be responsible for the day-to-day implementation of the EMP, by himself and all other Sub-contractors. During the course of construction regular compliance audits will be undertaken. This environmental auditing will be conducted by qualified environmental practitioners.

#### **F2.2 Environmental Control**

The Contractor will oversee the environmental aspects of the construction phase of the Project in consultation with the Engineer.

The Contractor will report back to the bi-weekly site meetings with regards to compliance to the environmental specifications.

## **F2.3 Environmental Awareness Programme**

The Engineer will implement an Environmental Awareness Programme for the Contractor, his staff, Sub-contractors and all people working on the Project. The initial session will be immediately prior to construction commencing.

## **F2.4 Method Statements**

The Contractor shall submit written method statements for activities that are identified by the Engineer, as being potentially harmful to the environment, or for work that is to be undertaken in areas identified as being environmentally sensitive.

Such activities include dewatering of excavations, pumping, working with cement, erection of construction camps and fuel stores, etc.

The Method Statement shall cover applicable details with regard to:

- construction procedures,
- materials and equipment to be used,
- getting the equipment to and from site,
- how the equipment/ material will be moved while on site,
- how and where material will be stored,
- the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- timing and location of activities,
- compliance/ non-compliance with the Specifications, and
- any other information deemed necessary by the Engineer.

Method statements shall be submitted at least 7 days prior to commencing work on the activity to give the Engineer time to study the method statement and consult with contractor and specialists and to obtain written approval of the method statements. The Contractor shall not commence on that activity until such time as the method statement has been agreed to in writing by the Engineer. This will be done within this 10 day period.

Any changes required to the method statements once construction has commenced must be agreed upon in writing with the Engineer before being instituted.

## **F2.5 Working Areas**

Regardless of the extent of the work, the following applies to all of these areas:

- All materials must be stockpiled or stored in a designated area (at each site) avoiding sensitive areas.
- No materials must be left on site once work is completed neither may they be dumped at any other place on site.
- Litter bins and containers for waste materials must be provided by the Contractor at each site. Bins should be weatherproof and scavenger proof.
- All waste must be placed in the bins and containers. No waste may be left lying on the site.

- Visible anti-litter signs must be displayed around the waste collection points and all employees must be encouraged to observe site rules pertaining to solid waste management practices. A concerted effort should be made to collect and dispose of materials suitable for recycling, separately from the other solid waste.
- No burning or burial of waste is permitted.
- Any soils contaminated by the contractor must be removed or rehabilitated. If a significant amount of soil has to be removed fresh soil must be imported and the site rehabilitated by grading and planting vegetation.
- All waste must be removed to an authorised landfill site, or taken to a facility for recycling.
- Any excess road building materials must either be:
  - taken to a site for stockpiling and future re-use,
  - used for localised rehabilitation, or
  - removed from site by the contractor for disposal.
- The contractor shall provide waste bins for solid waste collection and storage. Such bins should be placed at designated areas within the site. The refuse collected from the site must be removed for landfill disposal at least once a week.
- Vehicles may not park in the road reserve except with the prior permission of the Engineer.
- Every care should be taken to avoid damaging vegetation or land when vehicles are in use.
- Fuel tanks, pumps, and all equipment using oil, diesel, etc. must have drip trays. The drip trays must have sufficient capacity to contain liquids that will spill in the case of failure of the tanks, etc. The waste liquids taken from the trays must be disposed of at a landfill which permits disposing of liquid wastes.
- Only emergency repairs to vehicles and equipment may take place on site. Where emergency repairs take place it is the responsibility of the contractor to ensure that all waste (e.g. spare parts and oils) are removed from site as soon as possible. All other repairs must take place at a yard off-site, where facilities are suitable and waste facilities are appropriate.
- Whenever practical a tarpaulin should be laid down, prior to emergency repairs taking place, to protect the environment from contamination.
- No natural vegetation may be gathered, removed or destroyed in the course of the Project, except where agreed to by the landowner.
- No hunting is permitted.
- Fires are prohibited.
- Erosion control measures must be implemented if the need arises.
- Pollution of water courses by any means must be avoided.
- No defacement of any natural or other features will be allowed; this includes markings for road works, unless markings are restricted to the road surface.

- Dust suppression measures should be implemented if and when required.
- Chemical toilets must be provided at all sites and must be within walking distance of the workers. They must be serviced on a regular basis in order to be kept clean and hygienic. The toilets must be placed in a sheltered place and should be locked after working hours if they are outside a camp area. Alternative arrangements to use existing toilets with owners' written consent may be allowed when submitted in writing.
- All waste from toilets must be disposed of at a permitted landfill or waste treatment works.

## **F2.6 On-site Workers Camp**

### **F2.6.1 Site Camp**

The campsite selection should be carried out in consultation with the landowner or relevant authority.

The site must be selected with due regard to the environment. Due care should be taken to avoid areas where sensitive vegetation and habitats occur.

When the site selection process has been completed, the contractor will define the boundaries of the site and erect a fence with a controlled access around it if practical.

All activities associated with the camp must be restricted to the demarcated area.

It is the responsibility of the contractor to ensure the safety of all personnel within the boundaries of the site. The contractor should have an on-site contingency plan detailing measures to be observed in the case of a health, safety or environmental emergency.

The contractor should ensure that all employees, employed by him and/or employed by Sub-contractors, have a clear understanding of safety regulations and procedures.

### **F2.6.2 Water, wastewater, and storm water**

Site occupants must have access to safe drinking water.

If water is stored on site a clear distinction should be made between drinking water and multi-purpose water storage facilities.

All water used on site must be taken from a legal source and comply with recognised standards for potable and other uses.

Wastewater that is contaminated with soaps, detergents and other undesirable materials, such as grease and oils, should be collected in conservancy tanks and disposed of safely in a wastewater treatment facility.

It is illegal to discharge water into a public stream if the quality does not conform with required health standards.

In all camps storm water must be managed to prevent erosion.

Run-off will be diverted to control ponds so that silt may settle and any pollutants are trapped.

Subsequently, any pollutants must be treated, or removed and disposed of at a permitted landfill site or recycling facility.

All materials should be protected from the rain to prevent them being washed into stormwater channels.

### **F2.6.3 Ablution Facilities**

The contractor shall provide proper and adequate sanitary facilities for all site employees.

These facilities shall be maintained in good and working condition at all times. Odours emanating from these facilities should be controlled within acceptable levels.

### **F2.6.4 Fires and Cooking Facilities**

Fires will not be allowed.

The contractor must supply cooking facilities that are suitable for the environment and are not liable to cause the outbreak of fires. Fire-fighting equipment must be supplied by the Contractor at suitable locations.

## **F2.7 Plant and Equipment Storage Facility**

### **F2.7.1 Plant**

At the end of the shift all plant should be driven or transported back to the campsite for proper and safe overnight storage.

The contractor should ensure that equipment left elsewhere is stored in a manner that will not impact negatively upon the environment.

The plant should be regularly inspected for fuel and oil leaks that may be harmful to the environment, and/or aquatic life if washed into a stream or river.

### **F2.7.2 Hazardous Materials**

Hazardous materials should be stored under lock and key in designated areas with properly displayed and visible warning signs.

All storage of hazardous materials must comply with legislation and regulations.

## **(c) F1003 REHABILITATION**

Upon completion of each section of work the site must be cleared of all equipment, waste and any rehabilitation work must be undertaken. This may include local grading of soils and re-vegetation where sites have been disturbed.

Immediately after the demolition of the campsite, the contractor shall restore the site to its original state, paying particular attention to its appearance relative to the general landscape.

It is imperative that any potential erosion problems are addressed. This may require subsequent site visits to monitor the efficacy of erosion control measures.

## **(d) F1004 EMERGENCY PLANS**

The onus is on the contractor to assess the potential risks to the environment as a result of the Project. For example, accidental spillage of materials may pollute the soil or any water body.

The contractor must draw up a suitable emergency plan to contain such pollution. The emergency plans and procedures must be taught to all the workers on site, so that everyone is prepared to cope with an emergency.

Appropriate equipment must be available to carry out the emergency plans.

**(e) F1005 ENVIRONMENTAL AUDITING AND PENALTIES**

On a regular basis, a qualified auditor will carry out a site audit to ascertain and verify the contractor's level of compliance with the requirements of the EMP.

Transgression will be treated as a contravention of the contractual agreement.

Deviation from these prescribed requirements will be met with penalties that are intended to enforce compliance.

It is a requirement that the contractor keep concise records of mitigatory measures undertaken at each site to minimise environmental impacts.

Any emergency situations that impact upon the environment should be recorded by the contractor together with the action that was taken to rehabilitate and remediate the site.

A copy of all completed environmental audits will be given to the contractor and the employer by the auditor.

Any public complaints regarding the environment must be recorded and discussed with the Engineer to determine an appropriate course of action.

The contractor will be responsible for all costs incurred in the rehabilitation of sites.

The contractor will be responsible for all costs incurred where emergency procedures are implemented to deal with accidents that impact upon the environment.

The contractor will be responsible for ensuring that all procedures required to rehabilitate all sites are implemented.

If third parties are called to the site to perform clean up and rehabilitation procedures, the contractor will be responsible for all costs.

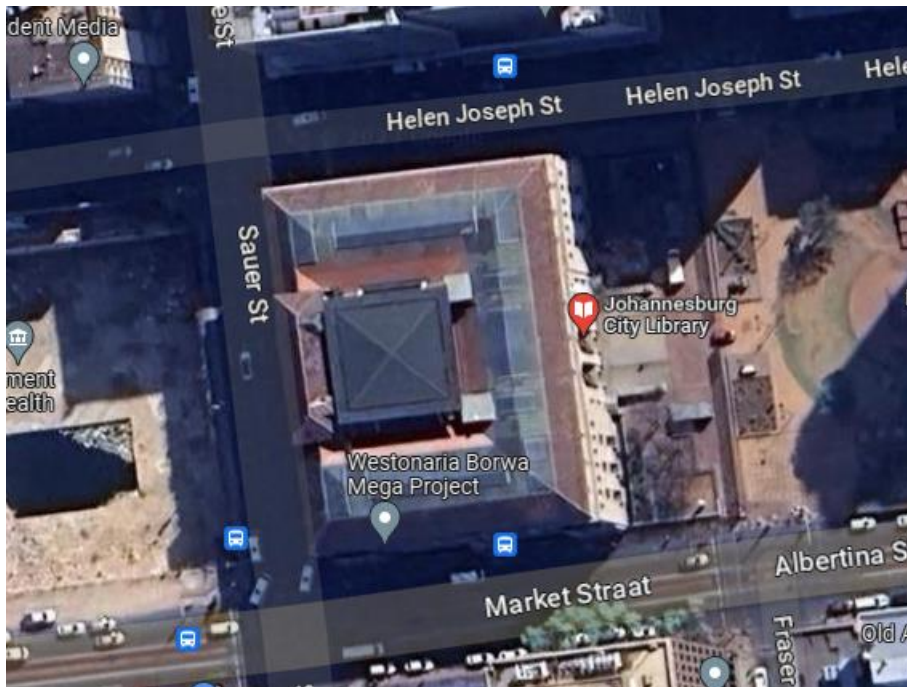
Penalties will be imposed for contravention of the EMP, as specified in the EMP:

## PART C4: SITE INFORMATION

### Information Only

All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

### C4.1 LOCALITY PLAN



### C4.2 CONDITIONS ON SITE

Existing

### C4.3 OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS

Attached hereto.

### C4.4 DRAWINGS

Drawings are provided separately.