



ORBIT TVET COLLEGE

INVITATION TO TENDER

RENOVATIONS OF THE ORBIT TVET CENTRAL BUILDING COURTYARD AND BALCONY – CENTRAL OFFICE

TENDER NO: C01/2022

CIDB GRADING REQUIREMENT: 2GB OR HIGHER

NON-COMPULSORY BRIEFING / SITE INSPECTION MEETING:

Time: 11H00 on 27-10-2022

**Venue: ORBIT TVET College- Central Office,
CENTRAL OFFICE BUILDING COURTYARD**

BID CLOSING TIME / DATE:

Time: 11H00 on 25-11-2022

Tender Box: ORBIT TVET College - **CENTRAL OFFICE**, Corner Fatima Bhayat and Bosch Street, Rustenburg, 0299

NAME OF BIDDER:

Contact Person:

Address:

Telephone number: Fax:

Email address:

BID PRICE IN SOUTH AFRICAN RANDS (Including VAT): R

.....

Bid price in words:

.....

.....

SARS PIN: CSD Registration Number:

Table of Contents

PART 1:	INVITATION TO BID	3
PART 2:	APPLICABLE DRAWINGS	4
PART 3:	IMPORTANT PROJECT DATES	4
PART 4:	SPECIAL TECHNICAL CONDITIONS TO THE TENDER	4
PART 5:	TECHNICAL SPECIFICATIONS	4
PART 6:	CONDITIONS FOR COMPLETING BID DOCUMENTS.	5
PART 7:	SPECIAL TERMS & CONDITION	5
PART 8:	STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS	6
PART 9:	OTHER DOCUMENTS TO BE SUBMITTED	7
PART 10:	PROPER CERTIFICATION OF DOCUMENTS MEANS	8
PART 11:	PRICE AND PREFERENTIAL PROCUREMENT	8
PART 12:	PART A: INVITATION TO BID.....	9
PART 13:	PART B: TERMS AND CONDITIONS FOR BIDDING	11
PART 14:	SBD 3.1: PRICING SCHEDULE – FIRM PRICES.....	12
PART 15:	SBD 4: DECLARATION OF INTEREST	13
PART 16:	SBD 6.1: PREFERENCE POINTS CLAIM FORM	18
PART 17:	SBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	24
PART 18:	SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	26
PART 19:	GENERAL CONDITIONS OF CONTRACT.....	30
PART 20:	SPECIAL CONDITIONS FOR CONTRACT (INFORMATION FOR TENDERERS).....	42
PART 21:	ARCHITECTURAL DRAWINGS	48
PART 22:	BILL OF QUANTITIES.....	49

PART 1: INVITATION TO BID

- 1.1. ORBIT TVET College is inviting capable and competent service providers for the RENOVATIONS OF THE ORBIT TVET CENTRAL BUILDING COURTYARD AND BALCONY - CENTRAL OFFICE.
- 1.2. NON-COMPULSORY BRIEFING SESSION will be held, AS SPECIFIED.
- 1.3. The tender documents will be issued as from: 21-10-2022 and it must be downloaded/viewed on www.etenders.gov.za or www.orbitcollege.co.za
- 1.4. Tender document will be issued at the college on condition that National Treasury website is not functioning/working.
- 1.5. Printed tender documents will be issued at non-refundable deposit fee of R50.00 payables at ORBIT TVET College. Corner Fatima Bhayat and Bosch Street, Rustenburg, 0299.
- 1.6. Closing date of tender is on the 25-11- 2022 at 11:00am
- 1.7. Tender must be submitted on the tender documentation that is issued by the College.
- 1.8. The bid/tender shall be valid and open for acceptance for a period of 90 DAYS from the date of closing of tenders.
- 1.9. Bidders must make sure that original completed bid document is in a sealed envelope, marked "C01/2022: RENOVATIONS OF THE ORBIT TVET CENTRAL BUILDING COURTYARD AND BALCONY - CENTRAL OFFICE" is received and deposited in a tender box (**SECURITY GATE**) on or before 25-11-2022 at 11:00am at the following address:

ORBIT TVET COLLEGE – CENTRAL OFFICE
Corner Bosch and Fatima Bhayat Streets
RUSTENBURG, 0299

- 1.10. All PROCUMENT enquiries shall be in writing and directed to:

Mr C. CHAAUKE – SENIOR SUPPLY CHAIN OFFICER
Tel: 014- 597 5524, Fax: 014 – 592 4538
E-mail: cchaauke@orbitcollege.co.za

- 1.1. All TECHNICAL enquiries shall be in writing and directed to:

Mr A. MEREMENTSI – CIEG PROJECT MANAGER

Tel: 014 – 597 5600, Fax: 014 – 592 4538

E-mail: amerementsi@orbitcollege.co.za

1.2. Enquiries received after 14:00 on **27-10-2022** will not be attended to.

PART 2: APPLICABLE DRAWINGS

1. DRAWINGS APPLICABLE: **CY-01 AND CY-02** (SEE ATTACHED)

PART 3: IMPORTANT PROJECT DATES

ITEM / ACTIVITY	DATE	TIME
NON-MANDATORY SITE INSPECTION MEETING	27-10-2022	11h00 am
TENDER CLOSE	25-11-2022	11h00 am
ANTICIPATED CONTRACT COMMENCEMENT	09-12-2022	N/A
CONSTRUCTION PROJECT DURATION	THREE MONTHS	N/A

PART 4: SPECIAL TECHNICAL CONDITIONS TO THE TENDER

1. MINIMUM CIDB REGISTRATION GRADING REQUIRED: LEVEL 2 (TWO) GB

PART 5: TECHNICAL SPECIFICATIONS

1. AS PER THE ATTACHED DRAWINGS: **CY-01 AND CY-02**

PART 6: CONDITIONS FOR COMPLETING BID DOCUMENTS.

If any of the following bid forms are not completed and signed or not handed in with your proposal on closing date and time, your proposal will be immediately disqualified.

- 6.1. SBD 1 (Invitation to bid) (make sure it is signed)
- 6.2. SBD 3 Pricing Schedule if not filled please refer to Annexure or Addendum where price is mentioned.
- 6.3. SBD 4 (Declaration of interest, ensure that it signed)
- 6.4. SBD 6.1 (Preferential Claim Form) must be signed regardless of if points claimed or not ensure that it is signed.
- 6.5. SBD 8 (Declaration of bidder past supply chain management practices ensure that it is signed.
- 6.6. SBD 9 (Bid Rigging) Make sure it is signed and completed.
- 6.7. B-BBEE Status level verification certificate (original or valid certified copy)

PART 7: SPECIAL TERMS & CONDITION

- 7.1. It is expected that the appointed bidders must be able to deliver the goods within 30 DAYS from the day of the tender awarded and complete the project within 90 DAYS.
- 7.2. The service provider must clearly demonstrate the capacity to procure and deliver the items for which they are bidding.
- 7.3. ORBIT TVET College reserve the right to ask for documentation to prove financial capacity of the bidder.
- 7.4. Deregistering and blacklisted companies including directors/owners/individuals linked to the company, will not be considered
- 7.5. Counteroffer by service providers shall not be considered and shall therefore nullify the offer to the company.
- 7.6. ORBIT TVET College reserve the right to amend the specification before the closing date of the bid or to award the whole or part of the bid to one or more service provider or to cancel the bid in the whole, as well as to adjust the quantities before the financial award is made.

- 7.7. No telephone or facsimile will be accepted for submission.
- 7.8. Any means of attempting to influence adjudication process or outcome of adjudication process will result in immediate disqualification of the entire bid
- 7.9. Enquires should be made in writing.
- 7.10. Bid Documents for participation can be downloaded from www.etenders.gov.za
- 7.11. All bid submissions must be done in hard copy.
- 7.12. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

Note: Blacklisted companies appearing on the national treasury database are prohibited from conducting business with public entities and will be disqualified.

PART 8: STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS

- 8.1. Certified CIPC Registration Documentation.
- 8.2. CSD Report
- 8.3. Valid TAX COMPLIANCE STATUS Certificate with **PIN**.
- 8.4. **CIDB Grading 2GB or Higher**
- 8.5. Valid Certified B-BBEE / Sworn Affidavit Certificate (**to qualify for preference points**) on condition that you confirm by completing **SDB 6.1**.
- 8.6. Valid proof of business address (**Lease Agreement or Municipal Account**).
- 8.7. Valid Certified copies of the directors' identity document.

PART 9: OTHER DOCUMENTS TO BE SUBMITTED

NB: SHOULD YOU FAIL TO SCORE A MINIMUM OF 60 POINTS AND SUBMIT THE BELOW MENTIONED DOCUMENTS ON THE CLOSING DATE YOUR TENDER WILL BE DISQUALIFIED.

9.1. EVALUATION ON FUNCTIONALITY

Table 2. Functionality Criteria			
Note: No bid will be considered unless 60 points has been achieved for functionality			
Item	Functionality	Points	
1	<p>Company Experience and Track Record: Provide project experience demonstrating capability and technical know-how in carrying out works of similar nature and size.</p> <p>Proof of appointment letters and completion certificate</p> <p>A sliding scale of 4 points will be used per project to award points</p>		30
2	<p>Health and Safety:</p> <p>Qualifications and CV of SHE Officer</p> <p>Health and Safety Plan</p>	5Points 5 points	10
3	<p>Key staff experience and capabilities in the Construction Industry (not less than 5 years' experience):</p> <p>Project Manager/Foreman – qualifications and experience in years</p> <p>Artisans – qualifications and experience in years</p>	25 points 10 points	35
4	<p>Financial Assessment</p> <p>Guarantee from a Registered Financial Services Provider</p>	5 points	5
5	<p>Locality</p> <p>Rustenburg</p> <p>Within Northwest Province</p> <p>Other provinces</p>	15 points 10 points 5 points	15
6	<p>Plant and Equipment: Contractor to provide an asset register for plant and equipment to indicate the ratio between owned and leased plant for the project.</p>		5
Total Points			100

PART 10: PROPER CERTIFICATION OF DOCUMENTS MEANS

- 10.1. A copy of the original document must be certified with an original certification stamp.
- 10.2. No Copies of certified documents will be accepted.
- 10.3. No certified copies of copies will be accepted
- 10.4. Certification must be dated, and the date must not be older than three months.

PART 11: PRICE AND PREFERENTIAL PROCUREMENT

- 11.1. The tender will be evaluated on an 80/20 basis, where 80 points will be assigned for the lowest price and the 20 points based on the Preferential Procurement Status Level Certificates.
- 11.2. ORBIT TEVT College applies the provision of the Preferential Procurement Policy Framework Act, no 5 of 2000 and Preferential Procurement Regulations, 2017.
- 11.3. The evaluation of 80/20 for Price and BBBEE shall be as follows:

EVALUATION CRITERIA		POINTS
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100



PART 12: PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	C01/2022	CLOSING DATE:	25-11 -2022	CLOSING TIME:	11H00am
DESCRIPTION	RENOVATIONS OF THE ORBIT TVET CENTRAL BUILDING COURTYARD AND BALCONY – CENTRAL OFFICE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ORBIT TVET COLLEGE – CENTRAL OFFICE					
CNR BOSCH & FATIMA BHAYAT STREET					
RUSTENBURG					
0299					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr C Chaauke		CONTACT PERSON	Mr A Merementsi	
TELEPHONE NUMBER	014 597 5524		TELEPHONE NUMBER	014- 597 5600	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<u>cchaauke@orbitcollege.co.za</u>		E-MAIL ADDRESS	<u>amerementsi@orbitcollege.co.za</u>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
--	---	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART 13: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Bidder’s Name:

Capacity under which this bid is signed:

(Proof of authority must be submitted e.g., company resolution)

Bidder’s Signature:

Date:



PART 14: SBD 3.1: PRICING SCHEDULE – FIRM PRICES

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

14.2. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder: Bid Number:

Closing Time: Closing Date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
1	RENOVATIONS OF THE ORBIT TVET CENTRAL BUILDING COURTYARD AND BALCONY - CENTRAL OFFICE: Drawings Number CY-01 and CY-02 (Attached) .	
1.1	TOTAL Excluding VAT	R
1.2	VAT (@ 15%)	R
1.3	TOTAL Including VAT *	R

NB * Price quoted must include delivery costs and etc.

Bidder's Name:

Position: Bidder's Signature:

Date:

PART 15: SBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

The bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

.....

Identity Number:

2.2 Position occupied in the Company (director, trustee, shareholder²):

.....

2.3 Company /Registration Number:

2.4 Tax Reference Number:

2.5 VAT Registration Number:



2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

1“State” means –

(a) 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);

(b) Any municipality or municipal entity;

(c) Provincial Legislature;

(d) National Assembly or the national Council of provinces; or

(e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person Connected to the bidder is employed:
.....

Position occupied in the state institution:
.....

Any other particulars:
.....
.....

PLEASE NOTE: TICK THE APPLICABLE BOX



2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

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

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company’s directors / Trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

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



2.9.1. If so, furnish particulars:

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

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

2.10.1 If so, furnish particulars:

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

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

2.11.1 If so, furnish particulars:

.....

.....

.....



3. Full details of directors / trustees / members / shareholders. *

* BIDDERS MAY ADD ADDITIONAL PAGES TO THIS SECTION:

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Bidder's Name:

Position: Bidder's Signature:

Date:

PART 16: SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
 - (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
 - (g) **“prices”** includes all applicable taxes less all unconditional discounts;
 - (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 16.1.
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be Subcontracted%
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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



fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES 1 (Full Name / Signature)

WITNESSES 2 (Full Name / Signature)

.....
SIGNATURE(S) OF BIDDERS(S)

.....
SIGNATURE(S) OF BIDDERS(S)

.....
Date:

.....
ADDRESS:

.....

PART 17: SBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2
- 3 It serves as a declaration to be used by institutions 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.
- 4
- 5 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract

- 6 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
6.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.1.1	If so, furnish particulars:		
6.2	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)? To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

6.2.1	If so, furnish particulars:		
6.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.3.1	If so, furnish particulars:		
6.4	Was any contract between the bidder and any 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"/>
6.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

Bidder's Name:

Position: Bidder's Signature:

Date:

PART 18: SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of 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:

18.1.

18.2. (a) has been requested to submit a bid in response to this bid invitation;

18.3. (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

18.4. (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

18.5.

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 consortium³ 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)
 - 18.6. (c) Methods, factors or formulas used to calculate prices;
 - 18.7. (d) The intention or decision to submit or not to submit, a bid;
 - 18.8. (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 18.9. (f) Bidding with the intention not to win the bid.
 - 18.10.
 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.
 - 18.11.
- ³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract**
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.



Bidder's Name:

Position: Bidder's Signature:

Date:

PART 19: GENERAL CONDITIONS OF CONTRACT.

1. Definitions

The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so Delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the Benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be Manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using Labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding Documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser Shall not be liable for any expense incurred in the preparation and Submission of a bid. Where applicable a non-refundable fee for Documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and Information Inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 Except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security.

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the

bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during Transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent Instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Service.

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending Termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later Than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

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

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's Performance.

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition

of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 Without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC

Clause 21.2;

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall Continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time Period of not more than fourteen (14) days to provide reasons why the Envisaged restriction should not

be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the Supplier?

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, Director or other person who wholly or partly exercises or exercised or

May exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working Days of such imposition, furnish the National Treasury, with the Following information:

- (i) The name and address of the supplier and / or person restricted by the Purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database Of suppliers or persons prohibited from doing business with the public Sector.

23.7 If a court of law convicts a person of an offence as contemplated in Sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be Endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be Opening to the public. The Register can be perused on the National Treasury Website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Supplier shall not be liable for forfeiture of its performance security, Damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the

Contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify The purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

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

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

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

29. Governing Language.

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

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African Laws, unless otherwise specified in SCC.

31. Notices

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

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

32. Taxes and Duties.

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

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

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

PART 20: SPECIAL CONDITIONS FOR CONTRACT (INFORMATION FOR TENDERERS)

1. GENERAL
2. TENDERERS MAY OBTAIN INTERPRETATION OF TENDER DOCUMENTS
3. PRICES SUBMITTED
4. INSURANCE
5. REQUIREMENTS AT TIME OF TENDERING
6. TENDER OPEN FOR ACCEPTANCE
7. NOTIFICATION OF CONTRACT AWARD
8. WITHDRAWAL OF TENDERS
9. ABILITY AND EXPERIENCE OF NEW TENDERERS
10. EXCLUSION OF TENDERERS IN LITIGATION
11. EXCLUSION OF TENDERERS DUE TO POOR PERFORMANCE
12. SINGLE TENDER
13. WARRANTY

14. PAYMENT

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- SEALED TENDERS will be received by the Supply Chain Management Unit for:
- **Project: RENOVATIONS OF THE ORBIT TVET CENTRAL BUILDING COURTYARD AND BALCONY - CENTRAL OFFICE** Tender Number **C01/2022**
- Tenders shall be submitted in an envelope provided by the service provider not later than 11:00 am (local time) on **25-11-2022**
- Envelopes containing Tenders should be sealed and plainly marked on the outside as to their contents.
- All index and reference numbers in the Tender Documents are given for the convenience of the Contractor and such must be taken only as a general guide to the items referred.
- It must not be assumed that such numbering is the only reference to each item, but the tender documents must be read in detail for each item.
- Tenders received by the Supply Chain Management Division later than the specified closing time will not be accepted and will be returned unopened to the tenderer.

2. TENDERERS MAY OBTAIN INTERPRETATION OF TENDER DOCUMENTS

- Should any person contemplating submitting a tender for the proposed Contract require additional information concerning the scope of the work or the manner in which it must be carried out, or should he be in doubt as to the meaning of the Specifications, he may submit a written request to the Supply Chain Management for such additional information or for such interpretation.
- **INFORMATION FOR TENDERERS** submitting the request will be responsible for its prompt delivery.
- Any information or interpretation for all tenders will not be permitted within 48 hours of closing.

- The Supply Chain Management reserves the right to issue any additional Addenda.
- All Addenda issued during the time of tendering shall be taken into account in preparing the Tender, and in closing the Tender; they shall become a part thereof.
- The College will not be responsible for any verbal instruction given to the service provider during the tendering period.

3. PRICES SUBMITTED

- The tender price or prices quoted in the tender shall be in full compensation for all labour, equipment and materials and utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the tender documents or not.
- Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

4. INSURANCE

- Insurance requirements shall be in accordance with Provincial Section INSURANCE, PROTECTION AND DAMAGE, as amended in General Conditions of Contract (GCC).

5. REQUIREMENTS AT TIME OF TENDERING

- Failure of the tenderer to comply with any of the following shall result in the tender being rejected
 - The tenderer shall submit an original signed and sealed tender documents.
 - The tenderer shall submit the Pricing Schedule issued with the tender document.
- The name and the signature of the person authorized to bind the tenderer shall be inserted in the space provided in the tender document.

6. TENDER OPEN FOR ACCEPTANCE

- The tenderer shall keep his tender open for acceptance and irrevocable until 90 days have elapsed from the closing date of the tender or a formal contract is executed based on a tender other than this one.

7. NOTIFICATION OF CONTRACT AWARD

- The awarding of the Contract, based on this tender, shall constitute and be an acceptance of this tender, and the College shall notify the successful tenderer of the contract award.

8. INFORMAL OR UNBALANCED TENDERS

- In addition to those errors in the tender that shall result in the tender being rejected, as indicated in Clause 9 of the General Conditions of Contract "REQUIREMENTS AT TIME OF TENDERING", tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations, errors or irregularities of any kind, or contain prices which appear to be unbalanced as to be likely to adversely affect the College, may be rejected as informal.
- Tenderers who have submitted tenders which have been rejected by the College because of informalities will be notified of the reasons for rejection. When checking tenders, the following procedures shall be used:
 - If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- If both the unit price and the total price are left blank, then both shall be considered as zero.
- If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- If the total price is left blank for a lump sum item, it shall be considered as zero.

- If the tender contains an error in addition and/or subtraction and/or transcription, the error shall be corrected and the corrected total contract price shall be governed.

9. WITHDRAWAL OF TENDERS

- A tenderer may withdraw his tender at any time up to the official closing time by letter bearing the signature of any person authorized by the tenderer.
- All withdrawn or superseded tenders will be returned unopened.

10. ABILITY AND EXPERIENCE OF TENDERERS

- In order to help the College in determining the ability of any tenderer, the tenderer shall, within 48 hours after being requested in writing by the Supply Chain Management, furnish evidence satisfactory to the College of the tenderer's experience and familiarity with work of the character specified and his financial ability to prosecute the proposed work properly to completion within the specified time.
- The evidence requested may, without being limited thereto, include the following:
 - The tenderer's performance record with listing of work of a similar character and proportions which he has constructed, giving the name of the owner, date built and construction cost.
 - A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.
 - An itemized list of the tenderer's equipment available for use on the proposed Contract.
 - A listing of the major parts of the work which are proposed to be sublet.
 - The tenderer's latest financial statement.

11. EXCLUSION OF TENDERERS DUE TO POOR PERFORMANCE

- The Unit Manager shall document evidence and advice Supply Chain Management in writing where the performance of a supplier has been

unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

12. SINGLE TENDER

- A single tender may be opened and the College reserves the right to accept or reject it.

13. WARRANTY

- Warranties shall remain valid for 12 months after the goods have been delivered. Refer to paragraph 15 of GCC.
- The supplier warrants that the goods supplied under this tender are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials.
- The supplier further warrants that the goods supplied shall have no defect arising from design, materials, or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods.

14. PAYMENT

All payments will be effected within 30 days of receipt of an original invoice from the supplier or in the case of progress payments within 30 days after the payment certificate is signed by the project manager



PART 21: ARCHITECTURAL DRAWINGS

SEE ATTACHED ARCHITECTURAL DRAWINGS CY 01 AND CY 02



PART 22: BILL OF QUANTITIES

INSERT COMPLETED BILL OF QUANTITIES HERE

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<p><u>BILL NO. 1</u> <u>PRELIMINARIES</u></p> <p><u>Disclaimer</u></p> <p><i>While the ASAQS aims to ensure that its publications represent best practice, the ASAQS does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the Preliminaries Model Bill. Such Model Bill is not exhaustive and is therefore only intended to provide general guidance to those who wish to make use of it. This publication is provided "as is" without warranty of any kind, either expressed or implied including but without limitation to warranties of merchantability, fitness for a particular purpose and non-infringement</i></p> <p><u>User note</u></p> <p><i>Delete the above "Disclaimer" when preparing this Bill No. 1 for tender or contract purposes</i></p> <p><i>Hereinafter edit all text, etc but even more specifically text within "?...?" to ensure that such text applies to the specific building agreement</i></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Minor Works Agreement (Edition 5.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Minor Works Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Minor Works Agreement (Edition 5.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above-mentioned documents for the full intent and meaning of each clause</p>			
	Carried to Collection			R
	<p>Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022</p>			

The clauses in the above-mentioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying "not applicable"

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

PREAMBLES FOR TRADES

User note

*The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. **Where such preambles are not applicable** (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications*

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future

Carried to Collection

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

R

The General Preambles for Trades 2017 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 General Preambles will be entertained

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 General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Minor Works Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: MINOR WORKS AGREEMENT

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

Carried to Collection

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

R

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

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

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

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**

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

Item

2 Clause 2.0 - **Law, regulations and notices**

User note

NHBRC levies

The **employer** shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The **contractor** warrants that he is registered and will maintain registration with the NHBRC for the duration of this **agreement** [2.1]

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

Item

3 Clause 3.0 - Offer, acceptance and assignment

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

Item

4 Clause 4.0 - Documents

Value Added Tax

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

Priced document as specification

Clause 4.3 is deemed to be deleted

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

The **principal agent** shall decide which portion of the **priced document** may be used as a specification of **materials and goods** or methods, if any ?

User note

Electronic issue of drawings

All drawings for this project will be issued both hard copies and electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [4.5] ?

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

Item

5 **Clause 5.0 - Employer's agents**

User note

Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to the Project Specific Preliminaries" should it be dealt with in this Project Specific Preliminaries

Delegated authority

The authority of the **principal agent** to issue **contract instructions** [14.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [5.2]. This does not preclude the **principal agent** from issuing such **contract instructions**: ?

User note

The delegated authority for the architect (ie duties and contract instructions) is stated hereunder. Delete if not applicable. Add other consultants as may be necessary

1. Architect

Note that the contract instructions are selected from those listed in clause 14.1 of the JBCC MWA

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

1.1 Duties [5.2] :

The architect is responsible for the architectural design, functional design and quality inspection of the **works**

1.2 **Contract instructions** [5.2; 14.1] :

1.2.1 Rectification of discrepancies, errors in description or quantity or omissions of items in this **agreement** other than in the **JBCC Minor Works Agreement**

1.2.2 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

1.2.3 The **site** [12.0]

1.2.4 Compliance with the **law**, regulations and bylaws [2.1]

1.2.5 Provision and testing of samples of **materials and goods** and/or finishes or assemblies of elements of the **works**

1.2.6 Opening up of work for inspection, removal or re-execution

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any **materials and goods**

1.2.9 Protection of the **works**

1.2.10 Making good physical loss and repairing damage to the **works** [17.2.2]

1.2.11 Rectification of **defects** [16.4; 16.8]

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

1.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

1.2.13 Expenditure of **employer allowances** and/or **prime cost amounts**

1.2.14 Work by **direct contractors** [13.0]

1.2.15 On suspension or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [21.6.1] ?

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

Item

2. Quantity surveyor

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

2.2.1 No **contract instructions** delegated to the quantity surveyor

3. Civil and structural engineer

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the **works**

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

<p>3.2 Contract instructions [6.2; 17.1] :</p> <p>3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>3.2.3 The site [13.0]</p> <p>3.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>3.2.7 Removal or re-execution of work</p> <p>3.2.8 Removal or substitution of any materials and goods</p> <p>3.2.9 Protection of the works</p> <p>3.2.10 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>3.2.11 Rectification of defects [21.2]</p> <p>3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p>				
Carried to Collection				R
<p>Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022</p>				

4. Mechanical engineer

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

4.1 Duties [6.2] :

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 **Contract instructions** [6.2; 17.1] :

- 4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 4.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 4.2.3 Compliance with the **law**, regulations and bylaws [2.1]
- 4.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 4.2.6 Removal or re-execution of work
- 4.2.7 Removal or substitution of any **materials and goods**
- 4.2.8 Protection of the **works**
- 4.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

Carried to Collection

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

R

- 4.2.10 Rectification of **defects** [21.2]
- 4.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
- 4.2.12 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums**

5. Electrical engineer

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.2 **Contract instructions** [6.2; 17.1] :

- 5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 5.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 5.2.3 Compliance with the **law**, regulations and bylaws [2.1]
- 5.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

Carried to Collection

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

5.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]			
5.2.6	Removal or re-execution of work			
5.2.7	Removal or substitution of any materials and goods			
5.2.8	Protection of the works			
5.2.9	Making good physical loss and repairing damage to the works [23.2.2]			
5.2.10	Rectification of defects [21.2]			
5.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion , a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
5.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums			
6	Clause 6.0 - Principal Agent			
	F:..... V:..... T:.....	Item		
7	Clause 7.0 - Design responsibility			
	F:..... V:..... T:.....	Item		
	Carried to Collection			R
Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022				

Insurances and securities (A8-A9)

8 Clause 8.0 - Risks, indemnities and insurances

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

Item

9 Clause 9.0 - **Securities**

User note

If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause:

Guarantee for payment

The **employer** shall provide to the **contractor** a **guarantee for payment** in the amount of ?.....Rand (R.....) ? The **contractor** shall consequently waive his lien or right of continuing possession of the **works** [9.2] ?

User note

Where it is expected of the contractor to waive his lien in terms of clause 9.2, the waiver of lien may be extended to subcontracts as follows:

Extension of waiver of lien

The **contractor** shall ensure that a waiver of lien or right of continuing possession of the **works** is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [9.2] ?

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

Item

Execution (A10 - A14)

10 Clause 10.0 - Obligations of the **employer**

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

11 Clause 11.0 - Obligations of the **contractor**

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

Item

Office accommodation

The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times [11.2.5] ?

Notice board

The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected [11.2.5] ?

Statutory and other notices

The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**. The **contractor** shall pay all deposits or fees in this regard

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

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

Item

12 Clause 12.0 - Setting out

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

13 Clause 13.0 - **Direct contractors**

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** [13.1]

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

Item

14 Clause 14.0 - **Contract instructions**

? Site instructions

Instructions issued on **site** are to be recorded in a site instruction book which is to be supplied and maintained on **site** by the **contractor** ?

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

Item

Completion (A15 - A18)

15 Clause 15.0 - **Practical completion**

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

16	<p>Clause 16.0 - Defects liability period and final completion</p> <p>F:..... V:..... T:.....</p>	Item		
17	<p>Clause 17.0 - Revision of the date for practical completion</p> <p>Substitution of materials and goods</p> <p>The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [14.1.8; 17.1 & 2]</p> <p>F:..... V:..... T:.....</p>	Item		
18	<p>Clause 18.0 - Penalty for late or non-completion</p> <p>F:..... V:..... T:.....</p> <p>Payment (A19 - A20)</p>	Item		
19	<p>Clause 19.0 - Payment</p> <p>Prices submitted</p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item		
Carried to Collection				R
<p>Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022</p>				

20 Clause 20.0 - Adjustment of the **contract value** and **final account**

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** [22.5 & 6] from making a determination on costs

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

Item

Suspension or termination (A21)

21 Clause 21.0 - Suspension or termination

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

Item

Dispute resolution (A22)

22 Clause 22.0 - Dispute resolution

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

Item

23 **Agreement**

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

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

Item

24 **Contract data**

User note

Insert under the above heading, with suitable sub-headings, any amendments, modifications, corrections or supplements to the contract data

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

Tenderer's selections

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**

User note

All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor

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

Item

SECTION B: GENERAL PRELIMINARIES

User note

Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data

Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary

Definitions and interpretation (B1)

25 Clause 1.1 - Definitions

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

Item

26 Clause 1.2 - Interpretation

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

Item

Documents (B2)

27 Clause 2.1 - Checking of documents

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

Item

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

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

	F:..... V:..... T:.....	Item		
29	Clause 2.3 - Availability of construction information			
	F:..... V:..... T:.....	Item		
30	Clause 2.4 - Ordering of materials and goods			
	F:..... V:..... T:.....	Item		
	<u>Previous work and adjoining properties (B3)</u>			
31	Clause 3.1 - Previous work - dimensional accuracy			
	F:..... V:..... T:.....	Item		
32	Clause 3.2 - Previous work - defects			
	F:..... V:..... T:.....	Item		
33	Clause 3.3 - Inspection of adjoining properties			
	F:..... V:..... T:.....	Item		
	<u>The site (B4)</u>			
34	Clause 4.1 - Handover of site in stages			
	F:..... V:..... T:.....	Item		
35	Clause 4.2 - Enclosure of the works	Item		
	<u>User note</u>			
	<i>Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data</i>			
	F:..... V:..... T:.....			
	Carried to Collection			
	Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022		R	

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

36	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item	
37	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item	
38	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	
39	Clause 4.6 - Services - known F:..... V:..... T:.....	Item	
<u>Management of contract (B5)</u>			
40	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	
41	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	
42	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	
<u>Samples, shop drawings and manufacturer's instructions (B6)</u>			
43	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	
Carried to Collection			R
Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

44	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	
45	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	
46	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
	<u>Deposits and fees (B7)</u>		
47	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	
	<u>Temporary services (B8)</u>		
48	Clause 8.1 - Water F:..... V:..... T:.....	Item	
49	Clause 8.2 - Electricity F:..... V:..... T:.....	Item	
50	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item	
51	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item	
	<u>Prime cost amounts (B9)</u>		
52	Clause 9.1 - Responsibility for prime cost amounts		
	Carried to Collection		R
	Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022		

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

	<u>User note</u>			
	<p><i>Where details of materials included in prime cost amounts <u>are not</u> readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion</i></p> <p><i>Where details of materials for which prime cost amounts are to be allowed <u>are</u> readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc</i></p> <p>F:..... V:..... T:.....</p>			
	<u>Attendance on subcontractors (B10)</u>			
53	Clause 10.1 - General attendance		N/A	
54	Clause 10.2 - Special attendance		N/A	
	<u>General (B11)</u>			
55	Clause 11.1 - Protection of the works			
	F:..... V:..... T:.....		Item	
56	Clause 11.2 - Protection/isolation of existing works and works occupied in sections			
	F:..... V:..... T:.....		Item	
57	Clause 11.3 - Security of the works			
	F:..... V:..... T:.....		Item	
	Carried to Collection			
	Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022			R

58	<p>Clause 11.4 - Notice before covering work</p> <p>F:..... V:..... T:.....</p>	Item		
59	<p>Clause 11.5 - Disturbance</p> <p><u>User note</u></p> <p><i>The following clause may be used should "disturbance" [11.5] need to be extended</i></p> <p>Disturbance</p> <p>? All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever ?</p> <p>F:..... V:.....T:.....</p>	Item		
60	<p>Clause 11.6 - Environmental disturbance</p> <p>Controlling all forms of pollution</p> <p>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</p> <p>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 ?</p> <p><u>User note</u></p> <p><i>Insert the following clause if an environmental management plan (EMP) is available and insert the EMP in an annexure</i></p>			
<p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022</p>			R	

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Environmental management plan

The **employer** has prepared an environmental management plan (EMP) (refer to Annexure ? for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements of such EMP ?

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

Item

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

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

Item

62 Clause 11.8 - Vermin

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

Item

63 Clause 11.9 - Overhand work

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

Item

64 Clause 11.10 - Tenant installations

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

Item

65 Clause 11.11 - Advertising

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

Item

SECTION C: SPECIFIC PRELIMINARIES

User note

Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Minor Works Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Minor Works Agreement in this Bill No. 1

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances

66 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

67 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

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

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

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

Item

69 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

70 Propping of floors below

The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of **materials and goods** and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor**

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

71 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:.....

User note

Insert the following where a health and safety specification is not yet available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification

72 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]

User note

Insert the following where a health and safety specification is available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification

Item

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

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** (refer to Annexure ? for a copy of the relevant specification) 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 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:.....

Item

73 Green star building certification

User note

Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

74	<p>Broad based black economic empowerment (BBBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works</p> <p>The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating</p> <p>F:..... V:..... T:.....</p>	Item		
75	<p>Advertising rights</p> <p>The employer 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 contractor 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 principal agent so as not to hinder the contractor in meeting his obligations under this agreement</p> <p>F:..... V:..... T:.....</p>	Item		
76	<p>Confidentiality</p> <p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer</p> <p>F:..... V:..... T:.....</p>	Item		
Carried to Collection			R	
<p>Section No. 1 Bill No. 1 Preliminaries & Generals TENDER NO: C01/2022</p>				

77 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:.....

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Item

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 1
Bill No. 1
Preliminaries & Generals

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

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

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries & Generals
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 1

Bill No. 1

Preliminaries & Generals

COLLECTION

**Page
No**

Amount

Brought Forward

R

Total Brought Forward from Page No.

- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

Carried to Final Summary

R

Section No. 1

Bill No. 1

Preliminaries & Generals

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>User note</u></p> <p><i>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</i></p> <p><i>Take note that these Model Bills of Quantities utilise abbreviated descriptions</i></p> <p><i>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>Where such model preambles are not applicable</u> (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</i></p> <p><i>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</i></p> <p><u>View site</u></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>			
	Carried to Collection			R
	<p>Section No. 2 Bill No. 1 Alterations TENDER NO: C01/2022</p>			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

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 7km 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 re-hanging, 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

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

Carried to Collection

Section No. 2
Bill No. 1
Alterations

TENDER NO: C01/2022

R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

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)

TEMPORARY BARRICADES, SCREENS, ETC

Temporary barricades, screens, roofs, etc including removal

1	Dust screen 2000m high between concrete floor and ceiling, of suitable timber framing with 375 micron polyethylene sheeting stapled on on one side, including corners, ends, etc	m	22	
---	--	---	----	--

REMOVAL OF EXISTING WORK

Taking out doors, windows, etc, including thresholds, sills, etc, setting aside for re-use and later refixing in similar new position

2	Aluminium door and door frame 1600 x 2100 m high overall, including setting up and building in door frame, rehanging door on new door frame, brass hinges and replacing lock with new mortice lockset (Door and Door frame measured else where)	No	1	
---	---	----	---	--

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc

3	Gypsum plasterboard ceilings, including timber brandering, cornices, etc	m2	120	
---	--	----	-----	--

Taking out and removing ironmongery

4	Mortice lockset from timber door	No	1	
---	----------------------------------	----	---	--

5	Door closer from timber door and frame	No	1	
---	--	----	---	--

Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc

6	20mm Screed from floors	m2	180	
---	-------------------------	----	-----	--

Carried to Collection

R

Section No. 2
Bill No. 1
Alterations

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 1

Alterations

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

33

34

35

36

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 1

Alterations

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 2</u></p> <p><u>MASONRY</u></p> <p>For preambles see "Model Preambles for Trades"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>BRICKWORK</u></p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p><u>Face bricks</u></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour</p> <p><u>Pointing</u></p> <p>Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc</p> <p><u>SAMPLES</u></p> <p>Samples of all masonry building units, shall consist of a minimum of 6 units</p> <p><u>SUPERSTRUCTURE</u></p> <p><u>Brickwork of NFP bricks in class II mortar</u></p>			
1	One brick walls	m2	8	
	Carried to Collection			R
	<p>Section No. 2 Bill No. 2 Masonry TENDER NO: C01/2022</p>			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

BRICKWORK SUNDRIES

Miscellaneous

2	Cutting toothings and bonding new brickwork to existing	m2	10
---	---	----	----

Brickwork reinforcement

3	75mm Wide reinforcement built in horizontally	m	45
---	---	---	----

Carried to Collection

R

Section No. 2
Bill No. 2
Masonry
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 2

Masonry

COLLECTION

Total Brought Forward from Page No.

**Page
No**

38

39

Amount

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 2

Masonry

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No	Quantity	Rate	Amount
<p><u>SECTION 2</u></p> <p><u>BILL NO. 3</u></p> <p><u>WATERPROOFING</u></p> <p>For preambles see "Model Preambles for Trades"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>NOTE: Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill.</p> <p><u>User note</u></p> <p><i>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</i></p> <p><i>Take note that these Model Bills of Quantities utilise abbreviated descriptions</i></p> <p><i>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>Where such model preambles are not applicable</u> (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</i></p> <p><i>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</i></p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 2 Bill No. 3 Waterproofing TENDER NO: C01/2022</p>			R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Waterproofing

Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

WATERPROOFING TO ROOFS, BASEMENTS, ETC

Prepare and apply 'Sika Cemflex' waterproofing system all in accordance with the manufacturer's instructions

1	On bottoms and sides of box gutters, also around the 110mm diameter pipes	m2	15	
---	---	----	----	--

Carried to Collection

R

Section No. 2
Bill No. 3
Waterproofing
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 3

Waterproofing

COLLECTION

Total Brought Forward from Page No.

**Page
No**

41

42

Amount

Carried Forward to Summary of Section No. 2

Section No. 2

Bill No. 3

Waterproofing

TENDER NO: C01/2022

R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 4</u></p> <p><u>ROOF COVERINGS, ETC</u></p> <p>NOTE: Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>TRADE NAMES</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Representative / Agent</p> <p><u>PROFILED METAL SHEETING AND ACCESSORIES</u></p> <p><u>Install new SOLAR CONTROL POLYCARBONATE IBR Roof Sheet IBR 1.25mm thick or as Similar Approved, fixed to Steel Purlins, all in accordance with the manufacturer's recommendations, installed by specialist. Flashing, all in accordance with the manufacturer's recommendations. Purlin spacing as per the manufacturer's specifications.</u></p> <p>Note</p> <p>The Contractor is to submit a certificate signed by the merchant, stating that the galvanised roof covering supplied complies with the required thickness specified</p>			
1	Roof covering with pitch not exceeding 30 degrees	m2	270	
	Carried to Collection			R
	<p>Section No. 2 Bill No. 4 Roof Coverings TENDER NO: C01/2022</p>			

RAINWATER DISPOSAL

GUTTERS, DOWNPIPES, ETC.

0,6mm Galvanised sheet iron Class Z 275

2	Pre-coated aluminium seamless gutter, size 150 x 150 x 0,6mm thick in colour Marble White including matching rivet-fixed mitres	m	38
3	Extra for stopped end	No	7
4	Rectangular fluted downpipes, size 100 x 100 x 0,6mm thick in colour Marble White fixed to walls with pre-painted downpipe cleats using nail-in anchor fixings.	m	21
5	Extra for shoe	No	7
6	Extra for eaves offset	No	7

Carried to Collection

R

Section No. 2
Bill No. 4
Roof Coverings
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 4

Roof Coverings

COLLECTION

Total Brought Forward from Page No.

**Page
No**

44

45

Amount

Carried Forward to Summary of Section No. 2

Section No. 2

Bill No. 4

Roof Coverings

TENDER NO: C01/2022

R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No	Quantity	Rate	Amount
<p><u>SECTION 2</u></p> <p><u>BILL NO. 5</u></p> <p><u>CEILING, PARTITIONS AND ACCESS FLOORING</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>CEILING, PARTITIONS AND ACCESS FLOORING</u></p> <p><u>User note</u></p> <p><i>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</i></p> <p><i>Take note that these Model Bills of Quantities utilise abbreviated descriptions</i></p> <p><i>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>Where such model preambles are not applicable</u> (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</i></p> <p><i>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</i></p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 2 Bill No. 5 Ceiling, Partitions and Access Flooring TENDER NO: C01/2022</p>			R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere

Ceilings

Unless otherwise described ceilings shall be deemed to be horizontal

Bulkheads

Unless otherwise described bulkheads shall be deemed to be horizontal along the length

Steel components

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

CEILINGS ETC

Concrete ceiling

1 Apply Skimmed CEMCRETE CEMCOTE to Concrete Ceiling to Manufacturer's Specifications by Specialist.

m2

120

Carried to Collection

R

Section No. 2
Bill No. 5
Ceiling, Partitions and Access Flooring
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 5

Ceiling, Partitions and Access Flooring

COLLECTION

Total Brought Forward from Page No.

**Page
No**

47

48

Amount

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 5

Ceiling, Partitions and Access Flooring

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 6</u></p> <p><u>STRUCTURAL STEEL</u></p> <p>For preambles see "Model Preambles for Trades"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>User note</u></p> <p><i>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</i></p> <p><i>Take note that these Model Bills of Quantities utilise abbreviated descriptions</i></p> <p><i>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>Where such model preambles are not applicable</u> (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</i></p> <p><i>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</i></p>			
	Carried to Collection			R
	<p>Section No. 2 Bill No. 6 Structural Steel TENDER NO: C01/2022</p>			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Consideration is to be given in specific applications (e.g. where "heavy" steel structures such as in industrial plants, towers for mine shafts, etc are dominant) to implement the principles laid down by the "Measurement for Structural Steelwork" as prepared and recommended by the South African Institute of Steel Construction or any other appropriate principles

This bill is, however, based on the building work measuring system

Finishing-off painting is to be included in this trade only when the structural steel contractor is required to execute the work

Descriptions

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

SUNDRY STEELWORK

Steel beams and columns

1	IPE 200 I-Section beam	t	1.00	
---	------------------------	---	------	--

Bolts to columns, beams, etc

2	M12 GRD 8.8	No	52	
---	-------------	----	----	--

Plates, angles, girts, bracing etc

3	200 x 200 x 8mm Base Plate	No	13	
---	----------------------------	----	----	--

ROOF STEEL STRUCTURE, ETC

Carried to Collection

R

Section No. 2
Bill No. 6
Structural Steel
TENDER NO: C01/2022

RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE

Roof Steel Structure and Polycarbonate Roof Sheet
Sheeting by Specialist as per Engineer'sr and Architect's
Specifications.

4 Structural Steel Trusses to Structural Engineer'
specifications.

t

1

Carried to Collection

R

Section No. 2
Bill No. 6
Structural Steel
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 6

Structural Steel

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

50

51

52

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 6

Structural Steel

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 7</u></p> <p><u>METALWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions</u></p> <p><u>User note</u></p> <p><i>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</i></p> <p><i>Take note that these Model Bills of Quantities utilise abbreviated descriptions</i></p> <p><i>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>Where such model preambles are not applicable</u> (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</i></p> <p><i>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</i></p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p>			
	Carried to Collection			R
	<p>Section No. 2 Bill No. 7 Metalwork TENDER NO: C01/2022</p>			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres

Aluminium doors, windows, etc

Doors and windows shall comply with AAAMSA design criteria

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 annexed to (issued separately with?) 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
TENDER NO: C01/2022

R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

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

STEEL HANDRAILS, BALUSTRADES, ETC

Welded handrails to steel support

1	50mm diameter Mild steel hand rail welded to steel support and finished with 1 universal undercoat and two coats velvagio.	m	10
---	--	---	----

Welded balustrading to rail and cleats

2	10mm Diameter Balustrade rails in short height of 1050mm, max gap between rails = 110mm, gap between rails to be equal	m	77
3	40mm wide x 10mm thick Top and bottom mild steel flat bar welded to balustrade posts	m	27

Cleats, plates and brackets, etc

4	100 x 100 x 10mm Mild steel base plate with two slotted bolts holes bolted to concrete slab	No	8
5	M12 Bolts with nuts and washers	kg	30

Carried to Collection

R

Section No. 2
Bill No. 7
Metalwork
TENDER NO: C01/2022

ALUMINIUM LOUVERS, ETC

Natural Anodised Horizontal Aluminium Sun Air Gable Vents / Louvre System with insect screen (mesh) installed by approved specialist, all in accordance with the manufacturer's recommendations, to Architect's Specifications.

6	Aluminium louvers size 2100mm x 400mm high	No	6
7	Aluminium louvers size 1200mm x 400mm high	No	6

SKYLIGHT, ETC

8mm thick colour Clear Compact High-Pressure Laminate Plexiglas, fixed into position and screwed to aluminium head by means of grade 304 stainless steel mounting brackets, Perspex to overlap 100mm along all edges by Specialist to Architect's Specifications. Edges to be Beveled Pencil Polished to Architect's Specifications.

8	Aluminium Skylight size 2980mm x 2080mm high	No	3
---	--	----	---

DRAINAGE

New Grease Traps 304 stainless steel full flow floor drain with square grating and cover plate with slots (Code: GTS 280 H or V), overall size 310 x 310 x 180mm deep with 110mm diameter horizontal / vertical waste outlet connected to waste pipe. Outlet: 110mm diameter.

9	Floor drain size 310 x 310 x 180mm deep	No	5
---	---	----	---

Carried to Collection

R

Section No. 2
Bill No. 7
Metalwork
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 7

Metalwork

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

54

55

56

57

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 7

Metalwork

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 8</u>			
	<u>PLASTERING</u>			
	For preambles see "Model Preambles for Trades"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>PLASTER WALL COVERINGS</u>			
	<u>General</u>			
	All specialist plaster wall coverings shall be executed in strict accordance with the manufacturer's instructions			
	<u>INTERNAL PLASTER</u>			
	<u>SCREEDS</u>			
	<u>Screeds on concrete</u>			
1	30mm Thick on floors and landings	m2	180	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2			
	Bill No. 8			
	Plastering			
	TENDER NO: C01/2022			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 9</u>			
	<u>TILING</u>			
	For preambles see "Model Preambles for Trades"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors, etc, shall be deemed to include 1:3 plaster bedding			
	<u>FLOOR TILING</u>			
	<u>Porcelain Tiles (Non-Slip / Matt Architect approved), size 600 x 600mm, fixed to external floor screed with approved tile adhesive mixed with Architect approved Bonding Liquid in lieu of water on concrete surface bed to a minimum 1:50 falls in accordance with SANS 1200 D Degree of Accuracy I with joints continuous in both directions and grouted with Architect approved tile grout.</u>			
	<u>New Porcelain Floor Tile samples and colour to be approved by the Architect</u>			
1	On concrete slab floors and landings	m2	180	
	Carried to Collection			R
	Section No. 2 Bill No. 9 Tiling TENDER NO: C01/2022			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

FLOOR TILING

Porcelain Tiles Architect approved), size 300 x 300mm, fixed to external floor screed with approved tile adhesive mixed with Architect approved Bonding Liquid in lieu of water on concrete surface bed to a minimum 1:50 falls in accordance with SANS 1200 D Degree of Accuracy I with joints continuous in both directions and grouted with Architect approved tile grout.

New Porcelain Floor Tile samples and colour to be approved by the Architect

2	On concrete slab floors and landings	m2	13	
---	--------------------------------------	----	----	--

SUNDRIES

3	80mm high skirting tiles	m	92	
---	--------------------------	---	----	--

4	Aluminium Trim to edge on Tile Floor covering fixed to substrate with an approved adhesive, approved by Architect	m	92	
---	---	---	----	--

Carried to Collection

R

Section No. 2
Bill No. 9
Tiling
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 9

Tiling

COLLECTION

Total Brought Forward from Page No.

**Page
No**

60

61

Amount

Carried Forward to Summary of Section No. 2

Section No. 2

Bill No. 9

Tiling

TENDER NO: C01/2022

R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 10</u>			
	<u>ELECTRICAL WORK</u>			
	NOTE: Tenderers are advised to study the GP ASC Rev 0 (General specifications of materials and methods to be used for building contracts) before pricing this bill.			
	<u>LIGHTING INSTALLATION</u>			
	<u>Supply and installation of the following light fittings, complete with lamps and electronic control gear as specified and as indicated on attached drawings.</u>			
	<u>LIGHTING TO CEILING</u>			
1	BEKA Schröder LED PANEL 600 Surface Mount: 666 x 666 x 69; installed along a steel cable tray to Architect Specifications.	No	12.00	
2	Radiant Lighting Class II, IP20, QC14 under-counter light in White with 1 x T8 lamp or SIMILAR APPROVED.	No	22.00	
3	Radiant Lighting Class I, IP65, QC24 fluorescent vapour proof light (Code: KB67E) with 2 x T5 lamps.	No	6.00	
4	Wall Mounted lights: Eurolux 240V Giuseppe Class 2 IP66 plain bulkhead comprising Black body with Opal UV Stabilised PMMA lens (Code: B233BFU), overall size 300 x 300 x 150mm deep supplied with 1 x 11W GX53 (180mm) LED 100V lamp or SIMILAR APPROVED.	No	7.00	
5	LED Strip Lights around base of Existing Skylights	m	22	
	Carried to Collection			R
	Section No. 2 Bill No. 10 Electrical work TENDER NO: C01/2022			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

6 Horizontally & Vertically Mounted Medium Duty Cable Tray or SIMILAR APPROVED, width min. 300mm; height min. 50mm; Hot Dip Galvanized Finish in stainless steel SS304. Installed to manufacturer's specifications.

m

80

Carried to Collection

R

Section No. 2
Bill No. 10
Electrical work
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 10

Electrical work

COLLECTION

Total Brought Forward from Page No.

**Page
No**

63

64

Amount

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 10

Electrical work

TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No	Quantity	Rate	Amount
<p><u>SECTION 2</u></p> <p><u>BILL NO. 11</u></p> <p><u>PAINTING</u></p> <p>For preambles see "Model Preambles for Trades"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>DESCRIPTIONS</u></p> <p>Descriptions of paintwork shall be deemed to include for all cutting in</p> <p><u>PREPARATORY WORK TO EXISTING WORK</u></p> <p><u>Previously painted plastered surfaces</u></p> <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> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></p> <p>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</p> <p><u>PAINT SPECIFICATIONS</u></p> <p>All painting shall be done in accordance with "Plascon-Evans" specifications</p>			
Carried to Collection			R
<p>Section No. 2 Bill No. 11 Paintwork TENDER NO: C01/2022</p>			

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

**PAINTWORK, ETC TO PREVIOUSLY PAINTED
WORK ON**

FLOATED PLASTER SURFACES WITH

One coat alkali resistant plaster primer and two coats
PVA acrylic emulsion paint on

1	On Plastered wall	m2	154	
---	-------------------	----	-----	--

METAL SURFACES WITH

One coat super universal enamel paint on work in sound
condition on steel

Spot priming defects in pre-primed surfaces with zinc
phosphate metal primer, one coat universal undercoat
and two coats super universal enamel paint on steel

2	Gutters and downpipes	m	38	
---	-----------------------	---	----	--

ON WOOD

Apply two coats carbolineum to existing roof truss

3	On roof timbers at eaves and verges	m2	40	
---	-------------------------------------	----	----	--

Carried to Collection

R

Section No. 2
Bill No. 11
Paintwork
TENDER NO: C01/2022

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No. 2

Bill No. 11

Paintwork

COLLECTION

Total Brought Forward from Page No.

**Page
No**

66

67

Amount

Carried Forward to Summary of Section No. 2

Section No. 2

Bill No. 11

Paintwork

TENDER NO: C01/2022

R

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 12</u>			
	<u>PROVISIONAL SUMS</u>			
	<u>COMMUNITY LIASON OFFICER</u>			
1	Allow the Provisional Amount of R50,000.00 (Fifty Thousand) NETT for the Community Liason Officer to be paid by the Client	Item		50,000.00
2	Add: Profit		%	
3	Add: Attendance		%	
	Carried Forward to Summary of Section No. 2			
	Section No. 2			
	Bill No. 12			
	Provisional Sums			
	TENDER NO: C01/2022			
			R	

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Bill No	<u>SECTION SUMMARY - Building works</u>	Page No	Amount
1	Alterations	37	
2	Masonry	40	
3	Waterproofing	43	
4	Roof Coverings	46	
5	Ceiling, Partitions and Access Flooring	49	
6	Structural Steel	53	
7	Metalwork	58	
8	Plastering	59	
9	Tiling	62	
10	Electrical work	65	
11	Paintwork	68	
12	Provisional Sums	69	
	Carried to Final Summary		R
	Section No. 2 TENDER NO: C01/2022		

**RENOVATIONS OF ORBIT TVET CENTRAL BUILDING
COURTYARD AND BALCONY - CENTRAL OFFICE**

Section No	<u>FINAL SUMMARY</u>	Page No		Amount
1	Preliminaries and Generals	32		
2	Building works	70		
	SUB TOTAL		R	
	<u>CONTINGENCIES</u>			
	Allow a contingency amount to be used as directed by the Employer.	Item		90,000.00
	SUB-TOTAL		R	
	Provision for Value-Added Tax (VAT) at 15 percent		R	
	Carried to Form of Tender		R	
	TENDER NO: C01/2022			