



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BL26/011

PROCUREMENT DOCUMENT

FOR THE

DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE

AT

**SUPREME COURT OF APPEAL: REPLACEMENT OF NON-
FUNCTIONING AIR-CONDITIONING PLANTS AND
CHILLERS**

AT

BLOEMFONTEIN, FREE STATE

VOLUME 3 of 3: CONTRACT

Department Public Works and Infrastructure
Bloemfontein Regional Office
18 President Brand Street
Private Bag X20605
BLOEMFONTEIN
9300

OCTOBER 2026

NAME OF TENDERER:

CIDB NO:

CSD SUPPLIER'S NO:

CSD UNIQUE NO:

DPW-05: (EC) CONTRACT DATA - GCC 2015: 3RD EDITION

Project title:	BLOEMFONTEIN SUPREME COURT OF APPEAL: REPLACEMENT OF NON-FUNCTIONING AIR-CONDITIONING PLANTS AND CHILLERS				
Tender no:	BL26/011	WCS no:	056426	Reference no:	14/2/1/4/18/6706/056426

	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
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PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description Refer to document **PG01.1 (EC) – Scope of Works** for detailed description

The scope of works for this project is the repair and upgrades of the air conditioning installations at the Bloemfontein Supreme Court of Appeal. The air conditioning installations comprises of:

- 2 x Air Cooled Packaged Chiller Units
- Pumping Stations and Air Handling Units
- Piping and all the associated Fittings, Insulation and Cladding
- Ducting, Fans and Air Terminals

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A 2.0 Site [1.1.1.29]

Erf / stand number	TBA
Site address	Cnr of President Brand St & Elizabeth St, Bloemfontein, 9301
Township / Suburb	Bloemfontein
City / Town	Bloemfontein
Province	Free State
Local authority	Mangaung
GPS Coordinates	-29.11533, 26.21650

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Ditaba.matsela@dpw.gov.za	Telephone	051 408 7362
Postal address	DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE Private Bag X20605 Bloemfontein 9330		
Physical address	18 President Brand Street Bloemfontein Central Bloemfontein 9301		

A 3.2 Employer's Representative:

Name	Ditaba Matsela	Telephone number	051-408 7362
E-mail	Ditaba.matsela@dpw.gov.za	Mobile number	079 316 2935
Postal address	DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE Private Bag X20605 Bloemfontein 9330		
Physical address	18 President Brand Street Bloemfontein Central Bloemfontein 9301		

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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A 4.0	Employers Agent/s		
A 4.1	Principal Agent [1.1.1.16]	Discipline	Mechanical Engineer

Name	Oliver Chimusoro		
Legal entity of above	DPWI Chief Mechanical Engineer	Contact person	Oliver Chimusoro
Practice number	DPWI	Telephone number	012-406 1377
Country	DPWI	Mobile number	066 251 7737
E-mail	oliver.chimusoro@dpw.gov.za		
Postal address	DPWI Private bag x65 Pretoria 0001		
Physical address	Head Office CGO Building Room 578 256 Madiba Street Pretoria Central Pretoria, 0001		

A 4.2	Agent [1.1.1.16]	Discipline	Mechanical Engineer
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Name	Tshidiso Phumo		
Legal entity of above	DPWI Mechanical Engineer	Contact person	Tshidiso Phumo
Practice number	DPWI	Telephone number	012-406 1377
Country	DPWI	Mobile number	
E-mail	thomson.tivane@dpw.gov.za		
Postal address	DPWI Private bag x65 Pretoria 0001		
Physical address	Head Office Nipilar House Building Room 3-20 256 Madiba Street Pretoria Central Pretoria, 0001		

A 4.3	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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A 4.4	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.5	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.6	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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A 4.7	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.8	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.9	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]

Principal Agent

DPWI – Mechanical Engineer

Principal agent's and agents' interest or involvement in the works other than a professional interest

DPWI – Mechanical Engineer

B 6.0 Insurances [8.6]

Insurances by contractor

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Select
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Select
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Select
	Plant and materials supplied by the Employer [8.6.1.1.2]	R Eng / PQS to determine value	Select
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Select
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Select
	Special Risks Insurance issued by Sasria [8.6.1.2]	R Eng / PQS to determine value	Select

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Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Select
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R Eng / PQS to determine value	Select
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Select
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R Eng / PQS to determine value	Select
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Select
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Select

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Applicable
If applicable, description: Officials working at the Bloemfontein Supreme Court of Appeal will carry out their daily duties, and the courtrooms will be used throughout the day for court matters.	
Restriction of working hours [5.8]	Applicable
If applicable, description: 08:00am to 16:00	
Natural features and known services to be preserved by the contractor [4.7]	Select
If applicable, description:	

Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]	Applicable
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If applicable, description:

Officials assigned to the Bloemfontein Supreme Court of Appeal will continue to perform their daily duties, and the courtroom will be utilised throughout the day for the hearing of court matters. Operational arrangements may vary depending on court proceedings **and the availability of security personnel during official hours and after hours.**

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Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
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If applicable, description:

B 8.0 Subcontractors [4.4]

Applicable	If applicable, description of specialisation
Specialisation 1	Electrical
Specialisation 2	Mechanical
Specialisation 3	Building Works
Specialisation 4	
Specialisation 5	

B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

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B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in **months** as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

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The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	01 Month
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	01 Month
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	24 Month
Period to achieve Completion [5.14.4]	01 Month
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12 Months
Total Contract Period	39 Months

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	24 Month
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	24 Month
Notification period for inspection in working days by the principal agent.	14 Calander Days
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 121.00
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 1212.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 367.00

Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 182.00
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B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days .						
The date for practical completion shall be the period in months as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]						
The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1]					Not Applicable	
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]						
The penalty amount per day for failing to complete section 1 of the Works is:					R	
The penalty amount per day for failing to complete section 2 of the Works is:					R	
The penalty amount per day for failing to complete section 3 of the Works is:					R	
The penalty amount per day for failing to complete section 4 of the Works is:					R	
The penalty amount per day for failing to complete section 5 of the Works is:					R	
The penalty amount per day for failing to complete section 6 of the Works is:					R	
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:					R	
Penalty amount per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.						
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the whole of Works , excluding VAT						
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the whole of Works , excluding VAT						

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate

13.2	All relevant CoCs
13.3	All guarantees

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13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.)
14.2	Mechanical equipment (e.g. pumps including switchgear, etc.)
14.3	Landscaping including automated systems (irrigation)
14.4	Electrical equipment (e.g. emergency generators, electronic switchgear, etc..)
14.5	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	

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B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	TBA
Contract price adjustment / cost fluctuations [6.8.2]	Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

Mediation	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

Tender / Quotation no: Error! Reference source not found.

B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	<p>Amend Clause 1.1.1.8 to include the word "rights" to read as follows:</p> <p>"Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.</p>
1.1.1.9	<p>Add to Clause 1.1.1.9 the following:</p> <p>"If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer."
1.1.1.13	<p>Amend Clause 1.1.1.13 as follows:</p> <p>"Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.</p> <p>Defects Liability Period is: 12 months.</p> <p>The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.</p>
1.1.1.14	<p>Amend Clause 1.1.1.14 as follows:</p> <p>"Due Completion Date" means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).</p>
1.1.1.15	The name of the Employer: Refer to A 3.1 [CD]
1.1.1.16	The name of the Employer's Representative: Refer to A 3.2 [CD]
1.1.1.17	The name of the Employer's Agent: Refer to A 4.0 and B 5.0 [CD]

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1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form of Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"
1.1.1.21.A	Add new Clause 1.1.1.21.A The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Add new Clause 1.1.1.37 Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	Add new Clause 1.2.6 The priority of the documents shall be in accordance with the following sequence: (a) The Form of Offer and Acceptance and the signed Schedule of Deviations, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data
1.3.4	Not applicable to this Contract.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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1.3.5	<p>Replace Clause 1.3.5 with the following:</p> <ul style="list-style-type: none"> (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
1.3.7	<p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>
3.2.3	<p>Add to Clause 3.2.3 the following:</p> <ul style="list-style-type: none"> 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: <ul style="list-style-type: none"> (a) Appointment of Subcontractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9;

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	<p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).</p> <p>The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p> <p>5. Insert the following under 3.2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.</p>
3.3.2.1	<p>Amend Clause 3.3.2.1 to insert the word "plant" to read as follows:</p> <p>Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>

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3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word “plant” to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer’s Agent’s Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer’s Agent’s thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word “person”, as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include “Employer” and “contractors”, as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • <i>insert other requirements</i> • insert other requirements • insert other requirements
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days.
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be not exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Bloemfontein Supreme Court of Appeal – Security policies

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5.6.2.2	Replace Clause 5.6.2.2 with the following: The sequence, timing of activities and resources for carrying out the Works.
5.6.2.7	Add the following to Clause 5.6.2.7: Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.
5.8.1	Add the following to Clause 5.8.1: The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays and the year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.2	Ref Clause 3.2.3
5.12	Ref Clause 3.2.3
5.12.2.2	Amend Clause 5.12.2.2 as following: "Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day. Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.
5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.

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5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.</p>
5.16.3	<p>The latent defect period for all works is: 5 years</p>
6.2.1	<p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.3.1	<p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is Free State. <i>(Select urban area from Statistical News Release, P0141, Table A)</i></p> <p>The applicable industry for the Construction Material Price Index for materials / plant is Mechanical Engineering. <i>(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</i></p> <p>The area for the Producer Price Index for fuel is Diesel Fuel Wholesale - Inland. <i>(Select the area from Statistical News Release, P0142.1, Table 1.)</i></p> <p>The base month is TBA 2026 <i>(The month prior to the closing of the tender.)</i></p>

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	<p>Replace Clause 6.9.1 with the following:</p> <p>"Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.</p>
6.10.1	<p>Add at end of Clause 6.10.1</p> <p>The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information:</p> <ul style="list-style-type: none"> (a) Monthly Local content report, (b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>

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6.10.6.2	Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.
7.2.1	The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.

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8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	<p>Amend Clause 8.6.1.3 as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p>
8.6.4	Not applicable to this Contract.
8.6.6	<p>Replace Clause 8.6.6 with the following:</p> <p>Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p>
8.6.7	<p>Replace Clause 8.6.7 with the following:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Add new Clause 8.6.8.</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1) Damage to the Works</p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or</p>

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	<p>immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	<p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"</p>
9.1.5	<p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "</p>
9.1.5.5	Not applicable to this Contract.
9.1.6	Not applicable to this Contract.
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	<p>Add new Clause 9.2.1.3.9:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p>
9.2.4	<p>Add the following as Clause 9.2.4:</p> <p>In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.</p>

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9.3.2.2	<p>Replace Clause 9.3.2.2 with the following:</p> <p>All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.</p>
9.3.2.3	Not applicable to this Contract.
9.3.3	<p>Add the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p> <p>Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.</p>
10.1.3.1	<p>Replace Clause 10.1.3.1 with the following:</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	<p>Add new Clause 10.1.6:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of the Clause; if the other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.2.1	<p>Replace Clause 10.2.1 with the following:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.</p>

Tender / Quotation no: Error! Reference source not found.

10.2.2	<p>Replace Clause 10.2.2 with the following:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>
10.2.3	Ref clause 3.2.3.
10.3.2	<p>Replace Clause 10.3.2 with the following:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace Clause 10.3.3 with the following:</p> <p>In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.</p>
10.4.2	<p>Replace Clause 10.4.2 with the following:</p> <p>If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.</p>
10.4.4	<p>Replace Clause 10.4.4 with the following:</p> <p>Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5	<p>Replace Clause 10.5 with the following:</p> <p>The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.</p>
10.6	Not applicable to this Contract.
10.7	Not applicable to this Contract.
10.10.3	<p>Replace Clause 10.10.3 with the following:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.</p>

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For Internal & External Use

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B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not Applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not Applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not Applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not Applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not Applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Applicable
(g)	Labour Intensive Works – Condition of Contract.	Applicable
(h)		Select
(i)		Select

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)]

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Tender / Quotation no: Error! Reference source not found.

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Department of Public Works and Infrastructure
18 President Brand
BLOEMFONTEIN
9301

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: **insert Contract / Tender No**, for the **BLOEMFONTEIN SUPREME COURT OF APPEAL: REPLACEMENT OF NON-FUNCTIONING AIR-CONDITIONING PLANTS AND CHILLERS** (hereinafter referred to as the "**contract**"), for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the "**contract sum**").

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
 - (b) the **contractor's** estate is sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: **BL26/011**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **insert Contract / Tender No:BL26/006**, for the **BLOEMFONTEIN SUPREME COURT OF APPEAL: REPLACEMENT OF NON-FUNCTIONING AIR-CONDITIONING PLANTS AND CHILLERS** (hereinafter referred to as the “**contract**”) for the sum of R **insert amount, (insert amount in words)**, (hereinafter referred to as the “**contract sum**”).

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of R **insert amount, (insert amount in words)** being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor**’s liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor**’s liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or



Tender no: (Insert Tender Number)

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
- (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
- (b) shall lapse in accordance with clause 2 (c) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20** _____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** _____



Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

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Effective date: 10 July 2023

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PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3rd Edition (2015)

Project title:	BLOEMFONTEIN SUPREME COURT OF APPEAL: REPLACEMENT OF NON-FUNCTIONING AIR-CONDITIONING PLANTS AND CHILLERS		
Tender / Quotation no:	BL26/011	Reference no:	14/2/1/4/18/6706/056426

C2.1 Pricing Assumptions

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

C2.1.5 PRICING OF THE BILL OF QUANTITIES

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder 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 National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. 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 bidder 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 National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

C2.1.6 VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

C2.1.7 CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.8 ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

C2.1.9 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.10 UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass

C2.1.11 TRADE NAMES

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

C2.1.12 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.13 PAYMENTS

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

C2.1.14 ACCOMMODATION ON SITE

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is not applicable to this project.

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16 CONTRACT PARTICIPATION GOALS

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers CPG is not applicable to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is not applicable to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports

to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is not applicable to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. T Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

The Minimum Targeted Enterprise Development Contract Participation Goal is not applicable to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is not applicable to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Table 1: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:



Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

Table 3: The notional cost of providing training opportunities per quarter

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.

Example: Training Target Calculation for a R65,7m GB contract

Contract amount R65 700 000
Contract duration 12 Months
CSDG 0,50%
Minimum CSDG target $0,50\% \times R65\,700\,000 = R328\,500$ (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
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Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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Business General

Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is applicable to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is not applicable to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-
FUNCTIONING AIR CONDITIONING PLANTS AND CHILLERS**

BILLS OF QUANTITIES COMPRISING OF:

Section 1 - Preliminaries and General

Section 2 - Mechanical Installations

Section 3 - EPWP

Section 4 - Final Summary

SECTION 1: PRELIMINARIES AND GENERALS



Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-

FUNCTIONING AIR CONDITIONING PLANTS AND CHILLERS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PART 1A: PRELIMINARY AND GENERAL				
	The agreement is to be the General Conditions of				
	Contract (GCC 2010) (Second Edition), Published by the				
	SA Institution of Civil Engineering.				
	The preliminaries are to be the Construction and				
	management requirements for works contracts - Part 1:				
	General engineering and construction work (SANS 1921				
	-1: 2004 Edition 1) prepared by Standards South Africa				
	and shall be deemed to be incorporated herein.				
	Tenderers are referred to the abovementioned				
	documents for the full intent and meaning of each clause				
	thereof (hereinafter referred to by heading and clause				
	number only) for which such allowance must be made				
	as may be considered necessary.				
	Where standard clauses or alternatives are not entirely				
	applicable to this contract such modifications,				
	corrections or supplements as will apply are given under				
	each relevant clause heading.				
	Where any item is not relevant to this specific contract				
	such items are marked N/A (signifying "not applicable").				
	Adjustment of the preliminaries: each item priced, is to				

SECTION 1: PRELIMINARIES AND GENERALS

	be allocated to one or more of the three categories,				
	where "F" denotes a fixed amount (amount not to be				
	varied), "V" denotes an amount variable in proportion to				
	value and "T" denotes an amount in proportion to time.				
	Time (T) related Preliminaries will only be adjusted for				
	omissions or additions, issued by the Employer, or				
	delays caused by the Employer, for which variation and				
	extension of time has been granted.				
	SECTION A: GENERAL CONDITIONS OF CONTRACT				
A1	General (Clause 1)				
	F: V: T:	Item			
A2	Basis of Contract (Clause 2)				
	F: V: T:	Item			
A3	Engineer (Clause 3)				
	F: V: T:	Item			
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERALS

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON- FUNCTIONING AIR CONDITIONING PLANTS AND CHILLERS					
 <div> Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA </div>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A4	Contractor's General Obligation (Clause 4)				
	F: V: T:	Item			
A5	Time and Related Matters (Clause 5)				
	F: V: T:	Item			
A6	Payment and Related Matters (Clause 6)				
	F: V: T:	Item			
A7	Quality and Related Matters (Clause 7)				
	F: V: T:	Item			
A8	Risk and Related Matters (Clause 8)				
	F: V: T:	Item			
A9	Termination of Contract (Clause 9)				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS

A10	Claims and Disputes (Clause 10)				
	F: V: T:	Item			
	SECTION B: SANS 1921-1:2004 (Edition 1):				
	CONSTRUCTION AND MANAGEMENT				
	REQUIREMENTS FOR WORKS CONTRACTS: PART 1				
B1	Scope				
	F: V: T:	Item			
B2	Normative references				
	F: V: T:	Item			
B3	Definitions				
	F: V: T:	Item			
B4	Requirements for construction and management				
	F: V: T:	Item			
B4.1	General				
	F: V: T:	Item			
B4.2	Responsibilities for design and construction				
	F: V: T:	Item			
	CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
B4.3	Planning, programme and method statements				
	F: V: T:	Item			
B4.4	Quality assurance				
	F: V: T:	Item			
B4.5	Settling out				
	F: V: T:	Item			
B4.6	Management and disposal of water				
	F: V: T:	Item			
B4.7	Blasting				
	F: V: T:	Item			
B4.8	Works adjacent to services and structures				

SECTION 1: PRELIMINARIES AND GENERALS

	F: V: T:	Item			
B4.9	Management of the works and site				
	F: V: T:	Item			
B4.10	Earthworks				
	F: V: T:	Item			
B4.11	Testing				
	F: V: T:	Item			
B4.12	Materials, samples and fabrication drawings				
	F: V: T:	Item			
B4.13	Equipment				
	F: V: T:	Item			
B4.14	Site establishment				
	F: V: T:	Item			
B4.15	Survey control				
	F: V: T:	Item			
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERALS



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
B4.16	Temporary works				
	F: V: T:	Item			
B4.17	Existing services				
	F: V: T:	Item			
B4.18	Health and safety				
	F: V: T:	Item			
B4.19	Environmental requirements				
	F: V: T:	Item			
B4.20	Alterations, additions, extensions and modifications to				
	existing works				
	F: V: T:	Item			
B4.21	Inspection of adjoining structures, services, buildings				

SECTION 1: PRELIMINARIES AND GENERALS

	and property.				
	F: V: T:	Item			
B4.22	Attendance on nominated and selected subcontractors				
	F: V: T:	Item			
	SECTION C: SCOPE OF WORK IN ACCORDANCE				
	WITH SANS 10403				
	(The reference to clauses refers to table B.1 of SANS				
	1921-1:2004)				
C1	Certification by recognised bodies - (Clause 4.4)				
	F: V: T:	Item			
C2	Agreement - (Clause 4.5)				
	F: V: T:	Item			
C3	Other services and facilities - (Clause 4.8)				
	F: V: T:	Item			
	CARRIED FORWARD				

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 <div> DEPARTMENT OF JUSTICE PUBLIC WORKS AND INFRASTRUCTURE REPUBLIC OF SOUTH AFRICA </div>					
FUNCTIONING AIR CONDITIONING PLANTS AND CHILLERS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
C4	Recording of weather - (Clause 5.2)				
	F: V: T:	Item			
C5	Management meetings - (Clause 5.3)				
	F: V: T:	Item			
C6	Daily records - (Clause 5.6)				
	F: V: T:	Item			
C7	Permits - (Clause 5.9)				
	F: V: T:	Item			
C8	Proof of compliance with the law - (Clause 5.10)				
	F: V: T:	Item			
	SECTION D: SPECIFICATION DATA ASSOCIATED				
	WITH SANS 1921-1:2004 (Table A.1)				

SECTION 1: PRELIMINARIES AND GENERALS

D1	Requirements for drawings, information and calculations				
	for which the contractor is responsible - (Clause 4.1.7)				
	F: V: T:	Item			
D2	The planning, programme and method statements-				
	(Clause 4.3)				
	F: V: T:	Item			
D3	Samples of materials. Workmanships and finishes -				
	(Clause 4.12.1)				
	F: V: T:	Item			
D4	Fabrication drawings that the contractor is to provide				
	and deliver to the employer - (Clause 4.12.2)				
	F: V: T:	Item			
D5	Office for the foreman - (Clause 4.14.3)				
	F: V: T:	Item			
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERALS



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
D6	Telephone - (Clause 4.14.3)				
	F: V: T:	Item			
D7	Office for inspector of works - (Clause 4.14.3)				
	F: V: T:	Item			
D8	Telephone in office for inspector of works -				
	(Clause 4.14.3)				
	F: V: T:	Item			
D9	Provision and erection of signboards - (Clause 4.14.6)				
	F: V: T:	Item			
D10	Termination, diversion or maintenance of existing				
	services - (Clause 4.17.1)				
	F: V: T:	Item			
D11	Services which are known to exist - (Clause 4.17.3)				

SECTION 1: PRELIMINARIES AND GENERALS

	F: V: T:	Item			
D12	Detection apparatus - (Clause 4.17.4)				
	F: V: T:	Item			
D13	Additional health and safety requirements -				
	(Clause 4.18)				
	F: V: T:	Item			
	SECTION E: SPECIFIC PRELIMINARIES				
	(Section E contains specific preliminaries items which				
	apply to this contract except where "N/A" (Not applicable)				
	appears against the item.				
E1	WORKING OVER THE WEEKEND				
	Contractor to make allowance to work over the				
	weekend in order to allow for the disconnection of				
	utilities and the connection of the generator. The				
	weekend to be used for disconnection and connection				
	and must be communicated to the Department two				
	weeks in advance.				
	F: V: T:	Item			
	CARRIED FORWARD				

SECTION 1: PRELIMINARIES AND GENERALS



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E2	SITE INSTRUCTIONS				
	Site instructions issued on site are to be recorded in				
	triplicate in a Site Instruction book which is to be m				
	maintained on site by the Contractor				
	F: V: T:	Item			
E3	PLANT RECORD				
	At every site meeting, the Contractor shall provide the				
	Engineer/Principal agent with a written record, in				
	schedule form, reflecting the number, type and capacity				
	of all plant, excluding hand tools, currently used on the				
	works.				
	F: V: T:	Item			
E4	SITE OFFICE				
	The Contractor is to allow for the provision and removal				
	of a site office in accordance with the Principal Agent's				
	requirements. To accommodate 6 persons.				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS

E5	TRADE NAMES				
	Wherever a Trade Name for any product has been				
	described in the Bill of Quantities, the Bidder's attention				
	is drawn to the fact that any other product of equal quality				
	may be used, subject to the written approval of the				
	Principal Agent being obtained prior to the closing date				
	for the submission of the Bids.				
	F: V: T:	Item			
E6	INACCURATE AND DEFECTIVE WORK EXECUTED				
	UNDER PREVIOUS CONTRACT				
	The contractor shall, after taking possession of the site				
	and before commencing the work, check all levels, liners,				
	profiles and the like and satisfy himself as to the				
	dimensional accuracy of all work executed under the				
	previous contract which may affect his work.				
	Should any inaccurate or defective work be found, the				
	contractor shall immediately notify the principal agent				
	in writing requesting his instructions with regard thereto				
	and afford every facility to those rectifying such				
	inaccurate or defective work.				
	F: V: T:	Item			
	CARRIED FORWARD				

 Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA	BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON- FUNCTIONING AIR CONDITIONING PLANTS AND CHILLERS

SECTION 1: PRELIMINARIES AND GENERALS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E7	VIEWING THE SITE IN SECURITY AREAS				
	If the site is situated in a security area and the bidder				
	must arrange with the Authorities to obtain permission				
	to enter the site for Bidding purposes.				
	F: V: T:	Item			
E8	COMMENCEMENT OF WORKS IN SECURITY AREAS				
	If the works falls within a security area, the contractor				
	must arrange with the Authorities and give the				
	necessary notices before commencement of the works.				
	Should the contractor fail to make such arrangements,				
	admission to the site may be refused and any additional				
	costs will be for the contractor's account.				
	F: V: T:	Item			
E9	ENTRANCE PERMITS TO SECURITY AREAS				
	If the works falls within a security area, the contractor				
	shall obtain entrance permits for his personnel and				
	workmen entering the area and shall comply with all				
	regulations and instructions which be issued from the				
	time to time regarding the protection of persons and				
	property under the control of the Authority.				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS

E10	PROHIBITION ON TAKING PHOTOGRAPHS				
	In terms of article 119 of the Defence Act, 44 of 1957,				
	it is prohibited to sketch or to take photographs of any				
	military site or installation or any building or civil works				
	thereon or to be in possession of a camera or other				
	apparatus used for taking photographs, except when				
	authorised thereto by or on behalf of the Minister				
	The same prohibition is also applicable to all				
	Correctional Institutions in terms of article 44.1 of the				
	Correctional Services Act 8 of 1959.				
	F: V: T:	Item			
E11	TOILET FACILITIES				
	Allow for the supply and removal of portable toilet				
	facilities. The contractor is to maintain the cleanliness				
	of the facilities throughout the contract period. The				
	contractor must provide enough toilets for his/her entire				
	workforce.				
	F: V: T:	Item			
	CARRIED FORWARD				

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Proclamation
S. 127(1)(a)
Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E12	MANAGEMENT OF WATER				
	Water for Construction purposes must be obtained from				
	alternative water sources (i.e. supply other than water				
	that is produced and distributed by a regulated water				
	service authority from a licensed water treatment works				
	for human consumption), e.g. dams, rivers, boreholes,				
	springs, rainwater harvesting, recycled sewerage water,				
	etc. The alternative water source shall not be of an				
	inferior quality/ standard than that required for				
	construction purposes. The client reserves the right				
	through his agents to test such supplies or request				
	certificates confirming the grade and nature of the water				
	supply. Relevant knowledge of the respective area will				
	be an advantage.				
	F: V: T:	Item			
E13	OCCUPATIONAL HEALTH AND SAFETY ACT &				
	CONSTRUCTION REGULATIONS				
	It is required of the Contractor to thoroughly study the				
	Health and Safety specification that must be read				
	together with and is deemed to be incorporated under				
	this section of the Bill of Quantities. Provision for pricing				

SECTION 1: PRELIMINARIES AND GENERALS

thereof is made under items E12.1 to E12.15 hereafter				
and it is explicitly pointed out that all requirements of the				
aforementioned specifications are deemed to be priced				
hereunder, as the said items represent the only method				
of measurement and no additional items or extras to the				
contract in this regard shall be entertained.				
The contractor must take note that compliance with the				
Occupational Health and Safety Act, Construction				
Regulations and Health and Safety specification is				
compulsory. In the event of partial or total non-				
compliance, the Principal Agent, notwithstanding the				
provisions of Clause 6 of Section 1: Preliminaries				
(Part A) or any other clause to the contrary, reserves				
the right to delay issuing any progress payment				
certificate until the Contractor provides satisfactory				
proof of compliance. The Contractor shall not be entitled				
to any compensation of whatsoever nature, including				
interest, due to such delay of payment.				
All references hereafter are to Regulations of the				
Construction Regulations, 2003 issued under the				
Occupational Health and Safety Act, 1993 (Act No 85 of				
1993).				
CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	The contractor shall, in submitting his bid, demonstrate				
	that he has made provision for the cost of compliance				
	with the specified health and safety requirements, the Act				
	and the Construction Regulations.				
	F: V: T:	Item			
E13.1	NOTIFICATION OF CONSTRUCTION WORK				
	(Construction Regulations 3)				
	The contractor shall, before commencing work, notify the				
	Department of Labour of the intend construction work in				
	terms o Regulation 3. The Contractor shall submit the				
	notification in writing, on the appropriate form, prior to				
	commencement of work.				
	F: V: T:	Item			
E13.2	HEALTH AND SAFETY PLAN (Construction				
	regulations 5.4)				
	The Contractor shall provide and demonstrate to the				
	Principal Agent a suitable and sufficiently documented				
	health and safety plan based on the Act, Construction				
	Regulations and the health and safety specification,				

SECTION 1: PRELIMINARIES AND GENERALS

	which shall be applied from the date of commencement				
	of and for the duration of the construction work. The				
	Contractor shall ensure that a copy of the health and				
	safety plan is available on request to an employee,				
	inspector, sub-contractor or principal agent all in terms				
	of Regulation 5.				
	F: V: T:	Item			
E13.3	REGISTRATION WITH THE COMPENSATION FUND				
	(Construction Regulations 5.3 f)				
	The Contractor shall provide proof of his registration and				
	good standing with the Compensation Fund or a licensed				
	compensation insurer prior to the commencement of				
	work				
	F: V: T:	Item			
	CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.4	HEALTH AND SAFETY FILE (Construction Regulation 5.7)				
	The contractor shall ensure that a health and safety file, which shall include all documentation required in terms of health and safety specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Principal Agent or inspector upon request. Upon completion of the works, the contractor shall hand over a consolidated health and safety file to the principal agent.				
	F: V: T:	Item			
E13.5	SUPERVISION OF CONSTRUCTION WORK (Safety officer) (Construction Regulation 6)				
	The Contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.				
	The Contractor shall appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and Construction Regulations				

SECTION 1: PRELIMINARIES AND GENERALS

	are adhered to. Refer to Regulation 6.				
	F: V: T:	Item			
E13.6	RISK ASSESSMENT AND SAFETY POLICY				
	(Construction Regulation 7)				
	Before commencing work the Contractor shall cause a				
	risk assessment to be performed by a competent person				
	appointed in writing and the risk assessment shall form				
	part of the health and safety plan. A copy of the risk				
	assessment shall be available on site at all times for				
	inspection.				
	The Contractor shall at all times carry out the works in a				
	manner to avoid the risk of bodily harm to persons or				
	risk of damage to any property. He shall take all				
	precautions regarding training of employees in any				
	hazards and the related work procedures, health and				
	safety induction training of employees, visitors or any				
	other persons entering the site and provide personal				
	protective equipment to all employees and visitors to				
	site which are necessary and adequate to eliminate any				
	conditions which contribute to the risk of injury to				
	persons or damage to property in terms of Regulation 7.				
	F: V: T:	Item			
	CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.7	SIGNIFICANT HAZARD IDENTIFICATION RISK				
	ASSESSMENT PREPARED BY THE DESIGN				
	CONSULTANTS				
	The Contractor shall allow for additional financial				
	provision, if any, to take the necessary precautions				
	regarding the significant hazards and risks identified				
	and assessed by the design consultants.				
	F: V: T:	Item			
E13.8	ADDITIONAL FINANCIAL PROVISION				
	The Contractor shall allow for additional financial				
	provision, if any, to comply with the requirements of the				
	Occupational Health and Safety Act (Act No 85 of 1993)				
	and the Construction Regulations issued there under				
	which have not been specifically elsewhere.				
	F: V: T:	Item			
E13.9	FALL PROTECTION PLAN (Construction Regulation 8)				
	The Contractor shall, before commencing any				
	construction work submit a fall protection plan identified				
	all steps to be taken in order to ensure the continued				

SECTION 1: PRELIMINARIES AND GENERALS

	adherence to the fall protection plan and shall include				
	a risk assessment of all work carried out from a relevant				
	position. The fall protection plan shall form part of the				
	health and safety plan and file.				
	F: V: T:	Item			
E13.10	PHYSICAL AND PSYCHOLOGICAL FITNESS				
	(Construction Regulation 8.2 (b))				
	The Contractor and sub-contractor shall before				
	commencing any construction work submit proof of his				
	employees that shall carried out work from an elevated				
	position their physical and psychological fitness and				
	shall be recorded in the health and safety file.				
	F: V: T:	Item			
	CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.11	CONSTRUCTION VEHICLES AND MOBILE PLANT				
	(Construction Regulations 21)				
	The Contractor and sub-contractors shall ensure that all				
	operated workers received training and been certified				
	competent to operate such vehicles, and are physical				
	and psychological fit to operate such construction				
	vehicles and mobile plants and shall be recorded in the				
	health and safety file.				
	F: V: T:	Item			
E13.12	TRAINING (Construction Regulation 8 (c))				
	The Contractor and sub-contractor shall, before				
	commencing any construction work, submit his training				
	program of all his employees. This program shall form				
	part of the health and safety plan.				
	F: V: T:	Item			
E13.13	DEMOLITION WORK (Construction Regulations 12)				
	The Contractor shall, before any demolition work shall				
	be carried out, submit all methods of demolition to be				
	used. This method shall form part of the health and				

SECTION 1: PRELIMINARIES AND GENERALS

	safety plan and file.				
	F: V: T:	Item			
E13.14	REMOVAL AND DISPOSAL OF ASBESTOS				
	MATERIAL (Asbestos Regulation)				
	The main contractor shall appoint a contractor that				
	is registered with the Department of Labour as an AIA.				
	The contractor must allow for:				
	NOTIFICATION OF ASBESTOS PROCESSING				
	PERSONAL PROTECTIVE EQUIPMENT				
	PACKAGING AND TRANSPORT AND STORAGE TO				
	DISPOSAL SITE				
	DEMOLITION WORK				
	LABELLING, INFORMATION, ETC.				
	F: V: T:	Item			
	CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.15	RISK COMPLIANCE AREAS (As Outlined				
	In "Volume Three": Covid-19 Guidelines for				
	Management of Risk on Construction Sites and				
	Covid-19 addendum (Item 1-12) attached to				
	Health and Safety specification)				
	· Disinfection of the workplace at regular intervals as				
	outlined within the Guidelines "Annexure A"				
	Workplace Preparation Procedure;				
	· Ensure Staff and Security Staff have PPEs (i.e.				
	masks, gloves, sanitisers, etc.)				
	· Installed thermal scanners to check temperature of				
	all staff and visitors. Ensure training of Security Staff				
	for use of thermal scanners. Register to be				
	implemented for staff and visitors to site with				
	identification criteria "ID number, Name, Age,				
	Health Status and Contact details";				
	· Isolation room identified/constructed on site;				
	· Ensure sanitisers and soap are available in locker				
	rooms for staff;				
	· Ensure staff or visitors are wearing masks before				
	entering;				
	· Ensure social distance on site;				
	· Notification about the restriction of the number of				

SECTION 1: PRELIMINARIES AND GENERALS

	people allowed on site at one time:				
	· Disinfection of rooms for meetings and strictly				
	keeping to social distancing and wearing masks;				
	· Plans to rotate work force on percentage allowable				
	on site to comply with regulations;				
	· Permits issued by Authorising Authority for Work				
	Force and vehicles for Cross Provincial and District				
	Boarders				
	F: V: T:	Item			
	CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E14	IMPLEMENTATION OF LABOUR-INTENSIVE				
	INFRASTRUCTURE PROJECTS UNDER THE				
	EXPANDED PUBLIC WORKS PROGRAMME (EPWP)				
	The contractor shall comply with all the requirements of				
	the "Code of Good Practice for Employment and				
	Conditions of Work for Special Public Works				
	Programmes" issued in terms of the "Basic Conditions				
	of Employment Act, 1997 (Act No 75 of 1997)" and the				
	related "Ministerial Determination", for the employment				
	of locally employed temporary workers on a labour				
	intensive infrastructure project under the Expanded				
	Public Works Programme (EPWP)				
	The contractor shall maintain daily records with regard				
	to the workers employed and shall, on a monthly basis,				
	submit a report (Contract, ID Copy, Attendance register,				
	Proof of payment) to the principal agent in the				
	prescribed format. Compulsory indicators such as the				
	project budget, actual project expenditure, number of job				
	opportunities created, demographic characteristics of				
	workers employed, minimum daily wage rate, number of				
	person-days of employment created and number of				
	training person-days, shall be included in said report, all				
	as defined in the "Guidelines for the Implementation of				
	Labour-Intensive Infrastructure Projects under the				

SECTION 1: PRELIMINARIES AND GENERALS

	Expanded Public Works Programme (EPWP)"				
	Provision for pricing of compliance with the				
	aforementioned is made under this clause and it is				
	explicitly pointed out that all that all requirements in				
	respect of the aforementioned are deemed to be priced				
	hereunder and no additional claims in this regard shall				
	be entertained				
	F: V: T:	Item			
	CARRIED FORWARD				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E14.1	DECLARATION - EPWP PROGRAMME				
	The contractor must adhere to all rules, regulations and				
	requirements regarding the EPWP programme,				
	specifically, but not limited to the following:				
	1. Labour intensive construction methods (LIC)				
	1.1 Comply to implementation of LIC BOQ items				
	specified elsewhere in the tender documents				
	2. Recruitment and placement of EPWP NYS				
	2.1 Recruitment, placement and exposure training of				
	10 (Ten) participants				
	2.2 Comply to EPWP BOQ specifications and code of				
	good practice				
	3. Recruitment and placement of local labourers				
	3.1 Recruitment and placement of minimum 05 (Five)				
	local labourers				
	3.2 Comply with applicable wage order/determination				
	or agreement, in terms of labour relations act or				
	wage act				
	4. Comply with EPWP monthly reporting				
	requirements				
	Monthly prepare and submit below EPWP reports				
	attached to monthly payments certificate				
	4.1 All employees and EPWP participants contracts				
	4.2 All employees and EPWP participants certified SA				

SECTION 1: PRELIMINARIES AND GENERALS

	ID copies				
	4.3 All employees and EPWP attendance register				
	4.4 All employees and EPWP proof of payment				
	4.5 EPWP reports populated on standard templates				
	5. Penalties for non-compliance				
	Acknowledge non-compliance of R3000-00 (Three				
	thousand rand) per month per participant				
F:	V: T:	Item			
	CARRIED FORWARD				



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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E15	HIV/AIDS AWARENESS				
	It is required of the contractor to thoroughly study the				
	HIV/AIDS Specification (PW 1544) of the Department				
	that must be read together with and is deemed to be				
	incorporated under this Section of the Bills of Quantities.				
	Provision for pricing of HIV/AIDS awareness is made				
	under items E14.1 to E14.5 hereafter and it is explicitly				
	pointed out that all requirements of the aforementioned				
	specification is deemed to be priced hereunder, as the				
	said items represent the only method of measurement				
	and no additional items or extras to the contract in this				
	regard shall be entertained				
	The contractor must take note that compliance with the				
	HIV/AIDS Specification is compulsory. In the event of				
	partial or total non-compliance, the principal agent,				
	notwithstanding the provisions of Clause A 31.0 of				
	Section A or any other clause to the contrary, reserves				
	the right to delay issuing any progress payment				
	certificate until the contractor provides satisfactory				
	proof of compliance. The contractor shall not be				
	entitled to any compensation of whatsoever nature,				
	including interest, due to such delay of payment				
E15.1	AWARENESS CHAMPION				
	Selection, appointment, briefing and making available of				
	an Awareness Champion including provision of all				
	relevant services, all in accordance with the HIV/AIDS				

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	Specification				
	F: V: T:	Item			
E15.2	AWARENESS WORKSHOPS				
	Selection and appointment of a competent Service				
	Provider approved by the principal agent, provision of				
	a Service Provider Workshop Plan and a suitable				
	venue, conducting of awareness workshops by means				
	of traditional and/or modern multimedia techniques,				
	including follow-up courses, making available all tuition				
	material and performing assessment procedures, all in				
	accordance with the HIV/AIDS Specification				
	F: V: T:	Item			
	CARRIED FORWARD				

 <p> Department of Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA </p>					
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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

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	BROUGHT FORWARD				
E15.3	POSTERS, BOOKLETS, VIDEOS, ETC.				
	Provision, displaying, maintaining and replacing when				
	necessary of four plastic laminated posters, booklets				
	and educational videos, etc. for the duration of the				
	construction period, all in accordance with the				
	HIV/AIDS Specification				
	F: V: T:	Item			
E15.4	ACCESS TO CONDOMS				
	Provision and maintenance of condom dispensers fixed				
	in position, including male and female condoms,				
	replenishing male and female condoms on a daily basis				
	as required for the duration of the construction period,				
	all in accordance with the HIV/AIDS Specification				
	F: V: T:	Item			
E15.5	MONITORING				
	Monitoring HIV/AIDS awareness of workers, providing				
	the principal agent with access to information including				
	making available all reports, thoroughly completed and				
	reflecting the correct information, for the duration of the				
	construction period and close out, all in accordance				
	with the HIV/AIDS Specification				
	F: V: T:	Item			
E16	CONSTRUCTION VEHICLES FOR DELIVERY OF				

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	EQUIPMENT				
	Allow for vehicles such as truck cranes, forklifts, etc for				
	the moving of the generator into place and delivery of				
	other necessary equipment for the project.				
	F: V: T:	Item			
				1	
E17	ALTERNATE POWER SUPPLIES FOR				
	CONSTRUCTION				
	Allow for the supply of portable generators and/or other				
	alternate power supplies for construction equipment in				
	the event of power failure on the premises.				
	F: V: T:	Item			
	CARRIED FORWARD TO FINAL SUMMARY				R -

SECTION 2: MECHANICAL INSTALLATIONS

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR					
 <div> <p>Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA</p> </div>					
CONDITIONING PLANTS AND CHILLERS					
TENDER NUMBER:					
SECTION 2 - MECHANICAL INSTALLATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	ISOLATION, DISCONNECTION, REMOVAL AND DISPOSAL				
	SUPPLEMENTARY PREAMBLES				
	Chillers, Piping as well as Fan Coil Units Removals				
	Complete isolation, disconnection, removal of the existing units including all pipework, valves, panels, motors, pumps, electrical connections, etc and all other associated fittings, fixtures and accessories associated with the installation as noted on site.				
	In taking down and removing existing work the utmost care must be taken to avoid any structural or other damage to the remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensure the stability of all structures during the removal work.				
	The Contractor will be held solely responsible for the safety and stability of the buildings for the whole period of the contract and must make good any damage at his own expense.				
	The Contractor shall provide and afterwards remove all necessary temporary tarpaulins, barricades, screens, fencing, temporary waterproofing, dustproofing, etc. required to isolate any sections of existing buildings for purposes of excluding users of the remainder of the building or any unauthorised persons all to the satisfaction of the Engineer or Engineer's Representative and remove when directed.				
	Existing services must be maintained at all times to the existing buildings. If it is found necessary to disconnect any service, then suitable temporary or alternate services must be provided to the existing buildings.				
	Contractor to liaise with the Management of the facility with regards to the programming of the works (availability of rooms, etc) so as to not disrupt the functioning of the facility.				
	The contractor shall make good to chased brickwork with internal cement plaster, paintwork to previously painted surfaces and make good paintwork to chasing of walls				
	The contractor shall provide to the engineer prior to works commencement a methodology on the proposed procedure for comments and approvals.				

SECTION 2: MECHANICAL INSTALLATIONS

	DECOMMISSIONING AND REMOVAL OF EXSISTING UNITS AND ASSOCIATED INSTALLATIONS				
2,1,1	Decommission and isolate (including draining of water in the pipeline) all the existing units and removal of all equipment as well as associated accessories.	Item	1		
2,2	CHILLER PLANT ROOM				
	Supply and installations of chillers with associated piping, fittings and accessories				
2,2,1	Supply, Delivery to site, Installation, Testing of Air-Cooled Chiller Units complete with fittings, fixings, any reducing fittings that may be required, mounting accessories, commissioning of unit and to include power supply from electricians point to Chiller. Chiller capacity: 260kW nominal cooling, CHW 6/12°C.	No	2		
2,2,2	Rigging of chillers into position.	Sum	1		
CARRIED FORWARD					R

SECTION 2: MECHANICAL INSTALLATIONS

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR					
 <p>Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA</p>					
CONDITIONING PLANTS AND CHILLERS					
TENDER NUMBER:					
SECTION 2 - MECHANICAL INSTALLATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					R -
2,2,3	Chiller Electrical cable re-connection	Sum	1		
2,2,4	Chiller plant management system. Control panels and associated accessories as per the specifications and as recommended by the OEM.	Sum	1		
2,2,5	Evaporator piping reconfiguration. Pressure test refrigeration piping circuits	Sum	1		
2,2,6	Re-commissioning of a system	Sum	1		
2,2,7	Drain Points and AVV's				
2,2,7,1	Clean drain points	Sum	1		
2,2,7,2	Supply and install automatic air vents	No	4		
2,2,8	Pressure test water piping circuits	Sum	1		
2,2,9	On completion of successful pressure testing of water circuits insulate and clad pipes to specifications	Sum	1		
2,3	PUMPS, DUCTING AND AIR-HANDLING UNITS				
2,3,1	Supply and install primary chilled water pumps with flowrate 9,5l/s and head of 10m as per drawings and specifications. Installation to include testing and commissioning.	No	2		
2,3,2	Supply and install primary chilled water pumps with flowrate 13,5 and 9,5l/s with both having head of 25m as per drawings and specifications. Installation to include testing and commissioning.	No	2		
2,3,3	Supply and install shut-off valves complete with all joints, sealing, testing and commissioning.				
2,3,3,1	Ø150mm	No	8		

SECTION 2: MECHANICAL INSTALLATIONS

2,3,3,2	Ø100mm	No	10		
2,3,3,3	Ø80mm	No	15		
2,3,3,4	Ø65mm	No	10		
2,3,3,5	Ø50mm	No	15		
2,3,3,6	Ø40mm	No	10		
2,3,3,7	Ø32mm	No	10		
2,3,3,8	Ø25mm	No	30		
2,3,3,9	Ø20mm	No	20		
2,3,4	Replacement of motorised 3-way modulating valve, 80 mm, to fresh air-cooling coil.	No	1		
2,3,5	Provide the Provisional Amount of R100, 000 (One Hundred Thousand Rand Only, exclusive of VAT), complete all chilled water and mains water pipe works. The work will be re-measured and valued all in accordance with the "Manual for Consultant Quantity Surveyors, QS001; August 2020", or thereby.	item	1	R 100 000,00	R 100 000,00
2,3,5,1	Charge required by contractor	%		R	R -
2,3,6	Replace AHU for fresh air supply complete with fans, cooling coils, heating elements, filter bank, mountings, connection ducting, controls, etc. for a complete operation of the AHU. The work to include supply delivery, installation, testing and commissioning.	No	2		
2,3,7	Pressure tests all chilled water piping. This to be done prior to fitting the insulation and cladding.	Sum	1		
2,3,8	After completion of successful pressure testing, insulate and clad to specifications	Sum	1		
CARRIED FORWARD					

SECTION 2: MECHANICAL INSTALLATIONS

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR					
 <p>Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA</p>					
CONDITIONING PLANTS AND CHILLERS					
TENDER NUMBER:					
SECTION 2 - MECHANICAL INSTALLATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
2,3,9	Repair, clean & paint in a uniform colour (to match existing building constructions) all ducting in AHU plant room till air terminals.	m	500		
2,3,10	Replace poor and unstable supports for all ducting with robust supports	No	10		
2,3,11	Replace damaged insulation on supply and return air ducting as well as fresh intake for the complete ducting installations.	m	500		
2,3,12	Balance air flow rate on the complete ducting installations to within design tolerances.	Sum	1		
2,3,13	Supply and install entering and leaving air temperature sensors for AHU	No	8		
2,3,14	Supply and install entering and leaving water temperature sensors for AHU	No	8		
2,3,15	Supply and install entering and leaving humidity sensors for AHU	No	8		
2,3,16	Supply and install air flow switches for AHU	No	4		
2,3,17	Supply and install electronic temperature controllers for AHU	No	4		
2,3,18	Supply and Install overheat thermostats (1st stage) for AHU	No	4		
2,3,19	Supply and install overheat thermostats (2nd stage) for AHU	No	4		
2,3,20	Replace air filters to AHU. Filters to be 50 mm, 600 x 600 mm, washable with 80% arrestance.	No	12		

SECTION 2: MECHANICAL INSTALLATIONS

2,3,21	Supply and install non-return valve, 80mm dia	No	4		
2,3,22	Supply and install safety valve, 80mm dia	No	8		
2,3,23	Supply and install thermometers	No	2		
2,3,24	Supply and install pressure gauges	No	2		
2,3,25	Supply and install Ball valves, Nominal bore				
2,2,25,1	100mm dia	No	1		
2,3,25,2	80mm dia	No	1		
2,3,25,3	25mm dia	No	1		
2,3,25,4	20mm dia	No	1		
2,4	CHILLED WATER PIPING RETICULATION AND ACCESSORIES				
2,4,1	Install pipe supports to allow for expansion and contraction of pipes.	No	100		
CARRIED FORWARD					

SECTION 2: MECHANICAL INSTALLATIONS

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR					
 <div> Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA </div>					
CONDITIONING PLANTS AND CHILLERS					
TENDER NUMBER:					
SECTION 2 - MECHANICAL INSTALLATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
2,4,2	Supply and install chilled water pipe anchors at the centre of each long horizontal pipe run.	No	32		
2,4,3	Insert wooden blocks at each pipe support to prevent thermal bridging	Sum	1		
2,4,4	Pressure tests all piping and record the result	Sum	1		
2,4,5	Repair any leaks found during pressure testing	Sum	1		
2,4,6	Clean drain points	Sum	1		
2,4,7	Supply and install automatic air vents	No	20		
2,4,8	After completion of all pressure testing, flush with clean water and add water treatment	Sum	1		
2,4,9	Supply and install new thermal insulation, vapour barrier and cladding to all chilled water piping, as specified in the Standard Specification				
2,4,9,1	100mm dia	m	40		
2,4,9,2	80mm dia	m	50		
2,4,9,3	65mm dia	m	500		
2,4,9,4	50mm dia	m	10		
2,4,9,5	40mm dia	m	80		
2,4,9,6	32mm dia	m	10		
2,4,9,7	25mm dia	m	110		
2,4,9,8	20mm dia	m	200		

SECTION 2: MECHANICAL INSTALLATIONS

2,4,10	Supply and install new medium grade galvanised steel pipe with flanges, insulation, vapour barrier & cladding as specified in the Standard and Particulate Specifications.				
2,4,10,1	100mm dia	m	40		
2,4,10,2	80mm dia	m	50		
2,4,10,3	65mm dia	m	500		
2,4,10,4	50mm dia	m	10		
2,4,10,5	40mm dia	m	80		
2,4,10,6	32mm dia	m	10		
2,4,10,7	25mm dia	m	110		
2,4,10,8	20mm dia	m	200		
2,4,11	Supply and Install Tees, galvanised steel, Nominal bore, mm				
2,4,11,1	100X80X100	No	2		
2,4,11,2	100X80X80	No	4		
2,4,11,3	80X65X80	No	6		
2,4,11,4	80X65X65	No	6		
2,4,11,5	65X40X65	No	10		
2,4,11,6	65X40X40	No	5		
2,4,11,7	40X32X40	No	2		
2,4,11,8	40X25X40	No	4		
2,4,11,9	40X20X40	No	20		
2,4,11,10	40X20X20	No	40		
2,4,12	Supply and Install Ball valves, Nominal bore, mm				
2,4,12,1	100mm dia	No	5		
2,4,12,2	80mm dia	No	5		
2,4,12,3	65mm dia	No	3		
2,4,12,4	50mm dia	No	1		
2,4,12,5	40mm dia	No	20		
2,4,12,6	32mm dia	No	2		
2,4,12,7	25mm dia	No	2		
2,4,12,8	20mm dia	No	60		
CARRIED					

SECTION 2: MECHANICAL INSTALLATIONS

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR					
 <div> Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA </div>					
CONDITIONING PLANTS AND CHILLERS					
TENDER NUMBER:					
SECTION 2 - MECHANICAL INSTALLATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
2,4,13	Supply and Install Bends				
2,4,13,1	100mm dia	No	10		
2,4,13,2	80mm dia	No	10		
2,4,13,3	65mm dia	No	10		
2,4,13,4	50mm dia	No	2		
2,4,13,5	40mm dia	No	20		
2,4,13,6	32mm dia	No	8		
2,4,13,7	25mm dia	No	10		
2,4,13,8	20mm dia	No	60		
2,4,14	Supply and Install PVC (condensate) pipes				
2,4,14,1	40mm dia	m	1		
2,4,14,2	32mm dia	m	1		
2,4,14,3	20mm dia	m	200		
2,4,15	Supply and Install PVC Tees, mm				
2,4,15,1	40 x 32 x 40	No	10		
2,4,15,2	32 x 20 x 32	No	10		
2,4,16	Supply and Install Drain cocks				
2,4,16,1	20mm dia	No	80		
2,4,17	Supply and install new cross-linked polyethylene (PE) pipe, insulated as specified, OD x wall thickness, mm				

SECTION 2: MECHANICAL INSTALLATIONS

2,4,17,1	63 x 5.8	m	5		
2,4,17,2	50 x 4.6	m	5		
2,4,17,3	40 x 3.7	m	5		
2,4,17,4	32 x 2.9	m	40		
2,4,17,5	25 x 2.3	m	80		
2,4,17,6	20 x 2.0	m	200		
2,4,18	Supply and Install Tees for PE pipes, OD x OD x OD, mm				
2,4,18,1	63 x 20 x 63	No	5		
2,4,18,2	63 x 20 x 50	No	9		
2,4,18,3	50 x 20 x 50	No	4		
2,4,18,4	50 x 20 x 40	No	4		
2,4,18,5	40 x 20 x 40	No	5		
2,4,18,6	40 x 20 x 32	No	4		
2,4,18,7	32 x 20 x 32	No	3		
2,4,18,8	32 x 20 x 25	No	9		
2,4,18,9	25 x 20 x 25	No	10		
2,4,18,10	25 x 20 x 20	No	10		
2,4,18,11	20 x 20 x 20	No	10		
CARRIED FORWARD					

 <p> BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR CONDITIONING PLANTS AND CHILLERS </p> <p> <small> Department of Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA </small> </p>					
TENDER NUMBER:					
SECTION 2 - MECHANICAL INSTALLATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
2,5	FAN-COIL AND SPLIT UNITS				
2,5,1	Supply and installations as well as testing and commissioning of Indoor Chilled Water Fan Coil Units. FCU heating from electric heating of the best available energy efficiency. Installation to include the electrical, controls wiring, piping connections to water supply as well as the actuators. Commission the units to comply with specifications.				
2,5,1,1	FCU Type A: 2,5kW Cooling Capacity and 2,7kW Heating	No	11		
2,5,1,2	FCU Type B: 3,4kW Cooling Capacity and 3,6kW Heating	No	45		
2,5,1,3	FCU Type C: 4,2kW Cooling Capacity and 4,5kW Heating	No	49		
2,5,1,4	FCU Type D: 4,8kW Cooling Capacity and 5,1kW Heating	No	6		
2,6	FRESH AIR DUCTING RETICULATION AND VENTILATION SYSTEMS				
FRESH AIR AND RETURN AIR DUCTING					
2,6,1	Check all fresh air ducting and insulation for damage and repair all damaged sections for both offices and ablution blocks.	Sum	1		
2,6,2	Balance the air flow system to obtain the specified air quantities to all diffusers.	Sum	1		
2,6,3	Pressure Test and Commission	Sum	1		
2,7	HVAC INSTALLATIONS FOR COURTS				
2,7,1	Supply, deliver and install inverter heat pump split air conditioning units complete with brackets, hangers and anti-vibration mounting (AVMs), controls, wiring all as per specifications: 30kw Hide Away indoor unit plus its outdoor unit	No	3		
2,7,2	Supply, deliver and install refrigerant piping systems for split units c/w all pipes, insulation, fittings, trays, brackets and trunking for a complete installation all as per specifications:	No	3		
2,7,3	Supply, deliver and install all uPVC condensate drain piping for split units, p-traps, rodding eyes, brackets, hangers etc for complete installation and terminating in building drain points or drip cups:	No	3		
2,7,4	Supply, deliver and install hard wired controls and cabling for proper functioning of systems:	No	3		
2,7,5	Commission each completed split unit system, including Nitrogen purging, charging with refrigerant, all as per specifications:	No	3		
2,7,6	Supply, deliver and install galvanised sheet metal ducting with insulation and cladding including, ancillaries, seals, brackets, stop ends etc. all as per drawings and specified: Connections for a hide-away indoor units and the existing ducting	No	3		
CARRIED FORWARD					

SECTION 2: MECHANICAL INSTALLATIONS

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR					
 Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA					
CONDITIONING PLANTS AND CHILLERS					
TENDER NUMBER:					
SECTION 2 - MECHANICAL INSTALLATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
2,7,7	Supply, deliver and install ducting systems for hide away units in 3 plant rooms				
2,7,7,1	Plenum box for 30kw hide away unit (1500x400x800) – dimensions to be confirmed on site	No	3		
2,7,7,2	400x400 galvanised sheet metal ducting without insulation (5m per plant room x 3 plant rooms for 30kw hide away units)	m	15		
2,7,7,3	400x400 Balancing dampers (2 per plant room x 3 plant rooms for 30kw hide away)	No	6		
2,7,7,4	430x900 to 400x400 Transformation (return grill to return duct) per plant room for 30kw hide away unit	No	3		
2,7,7,5	450x900 to 600x400 Transformation (return grill to return duct) per plant room for 30kw hide away unit	No	3		
2,8	Other:				
2,8,1	Core drilling or making of holes for A/C piping and cables, complete with sealing	lot	1		
2,8,2	Provide the Provisional Amount of R500, 000 (Five Hundred Thousand Rand Only, exclusive of VAT), for Builder's Work associated with this specialist installation, which includes, inter alia, all necessary work to remove and install cupboards where new pipes are to be installed. The work will be re-measured and valued all in accordance with the "Manual for Consultant Quantity Surveyors; QS001; August 2020", or thereby.	item	1	R 500 000.00	R 500 000.00
2,8,2,1	Profit and attendance	item	1		
2,9	MISCELLANEOUS				
2,9,1	Cranage, rigging and all lifting	item	1		

SECTION 2: MECHANICAL INSTALLATIONS

2,9,2	Approved scaffolding and erection	item	1		
2,9,3	Transport and delivery of equipment	item	1		
2,9,4	Waterproof duct penetrations into roof shafts	No	3		
3	Provide the Provisional Amount of R300, 000 (Three Hundred Thousand Rand Only, exclusive of VAT), for Electrical Work associated with this specialist installation, which includes, inter alia, all necessary work for Electrical Installations. The work will be re-measured and valued all in accordance with the "Manual for Consultant Quantity Surveyors; QS001; August 2020", or thereby.	item	1	R 300 000.00	R 300 000.00
3.1	Profit and attendance	item	1		
SECTION 2 - MECHANICAL INSTALLATIONS TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 3: EPWP

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
200	SECTION NO 3				
	BILL BO 3				
	EMPLOYMENT AND TRAINING OF LABOUR ON THE				
	PREAMBLES				
	Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price				
200.01	TRAINING OF YOUTH WORKERS				
	(TARGET: 10 YOUTH WORKERS)				
	Skills development and technical training:				
200.01.01	Skills development and technical training for youth workers average of 66 days per youth worker (ref. SL 11.01.01)	-	Prov	Sum	200 000.00
200.01.02	Payment Reduction due to not meeting the target as in SL 11.01	Youth-worker	-2 500		Not priced
200.01.03	Profit and attendance (on item 1)				
200.02	EMPLOYMENT OF YOUTH WORKERS				
200.02.01	Employment of youth workers (ref. SL 11.02.01)	-	PC	Sum	267 300.00
200.02.02	Profit and attendance (ref. SL 11.02.02)				
200.03	PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS				
200.03.01	Supply 2 x EPWP branded overalls, 1 x pair of safety boots and 1 x EPWP branded hard hat to youth workers (ref. SL	-	PC	Sum	12 000.00
200.03.02	Profit and attendance (ref. SL 11.03.02)				
200.04	PROVISION OF SMALL TOOLS FOR YOUTH WORKERS				
200.04.01	Provide all youth workers with prescribed tools. (ref. SL 11.04.01)	-	PC	Sum	16 000.00
200.04.02	Profit and attendance (ref. SL 11.04.02)				
200.05	Liaison with Service Provider (ref. SL 11.05)	hours			
200.06	TRAVELLING DURING TRAINING				
200.06.01	Travelling (based on R30.00 return trip per day per youth worker)	-	PC	Sum	79 200.00
200.06.02	Profit and attendance (ref. SL 11.06.02)				
200.07	MEDICAL TESTS				
200.07.01	Medical fitness tests (ref. SL 11.07.01)	-	PC	Sum	6 000.00
200.07.02	Profit and attendance (ref. SL 11.07.02)				
Carried to Section 4: Final Summary				R	

SECTION 4: FINAL SUMMARY

BLOEMFONTEIN SUPREME COURT OF APPEAL REPLACEMENT OF NON-FUNCTIONING AIR CONDITIONING PLANTS AND CHILLERS



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

FINAL SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	TOTALS AS PER BILL SECTIONS
1	Preliminaries & General	R -
2	Mechanical Installations	R -
3	EPWP	R
	TOTAL VALUE EXCLUDING VAT	R -
	15% VAT	R -
	TOTAL TENDER PRICE INCLUDING VAT CARRIED TO DPW-07(EC) FORM OF OFFER AND ACCEPTANCE	R -