



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## SUNDUMBILI MAGISTRATE OFFICE: ADDITIONAL ACCOMMODATION

### PART A : PRELIMINARIES

Item

R

c

**SECTION 1**

**PRELIMINARIES**

**MEANING OF TERMS "TENDER / TENDERER"**

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

**BUILDING AGREEMENT AND PRELIMINARIES**

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The **JBCC** Principal Building Agreement **contract data for organs of state and other public sector bodies** forms an integral part of this **agreement**

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities / lump sum document**, amended as hereinafter described

The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only

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

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

**TENDERER'S SELECTIONS**

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data for organs of state and other public sector bodies**

**STRUCTURE OF THIS PRELIMINARIES BILL**

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC Principal Building Agreement**

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

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

**PRICING OF PRELIMINARIES**

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

Carried to collection R

**PRICING OF BILLS OF QUANTITIES**

Item

R

c

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

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

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

#### **VALUE ADDED TAX**

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

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

##### **INTERPRETATION**

#### A1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

**The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be**

**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion

**COST FLUCTUATION** shall mean contract price adjustment provision ( CPAP ) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

**DEFAULT INTEREST:** No Clause

Carried to collection R

Item

R

C

**GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

**INTEREST:** 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

**LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

**TARGETED SUBCONTRACTORS:** Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor for projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

A2.0

**LAW, REGULATIONS AND NOTICES**

Clause 2.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification and baseline risk assesment.

Clause 2.4.2 is amended by replacing it with the following

No clause

Clause 2.0 is amended by the addition of the following:-

Clause 2.5 The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the **works**. Without limitation the contractor hereby:

Carried to collection R

Item

R

c

Clause 2.5.1 accepts that the **employer** will appoint him as the **Principal Contractor** (as defined and provided for under the Construction Regulations 2014 (as amended) and promulgated under the Occupational Health and Safety Act 85 of 1993 (as amended) for the site

Clause 2.5.2 acknowledges and confirms that the **contract sum** includes a sufficient amount for proper compliance with the **employer's** health and safety specification, the construction regulations, all applicable health and safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this **agreement** and generally for the proper maintenance of health and safety in and about the execution of the works including all materials, labour, training, equipment and all other requirements necessary to ensure proper and complete health and safety implementation and management on site in accordance with applicable legislation; and

Clause 2.5.3 undertakes, in and about the execution of the **works**, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the **agreement** and shall ensure that all **sub-contractors**, employees and others under the **contractor's** direction and control, likewise observe and comply with the foregoing.

Clause 2.6 The **employer** reserves the right to pay direct (i.e) not through the **contractor** for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the **contract documents**. In the event of the **employer** paying direct for these charges, the **contractor** will not be entitled to a ten per cent (10%) mark-up in terms of clause 32.4. All such provisional amounts included in the **contract sum** will, as a result, be omitted

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

A3.0 OFFER AND ACCEPTANCE

Clause 3.0

**Clause 3.2 is amended by replacing it with the following**

Clause 3.2 The currency applicable to this agreement is South African Rand.

**Replace Clause 3.3 with the following:**

This **agreement** shall come into force on the date of **letter of acceptance** and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

A4.0 CESSION AND ASSIGNMENT

Clause 4.0

Ref Clause 6.7 [CD] - Clause 4.2

**Replace Clause 4.3 with the following:**

Where a **contractor** cedes any right or any monies due to or to become due under this **agreement** as security in favour of a financial institution, the prior written consent of the **employer**, which consent shall not be unreasonably withheld, must be obtained

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

Carried to collection R

Item  
A5.0

**DOCUMENTS**

Clause 5.0

**Replace last sentence of Clause 5.2 with the following:**  
The original signed agreement shall be held by the **Employer**

**Replace Clause 5.4 with the following:**  
The Bills of Quantities shall not be used as a specification of materials and/or goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of a discrepancy between the drawings and Bills of Quantities, the drawings shall take preference

**Replace Clause 5.5 with the following:**  
The parties may publish or disclose on any platform only the contract scope and contract amount

**Clause 5.0 is amended by the addition of the following:**  
Clause 5.7 The **contractor** shall supply and keep a copy of the **JBCC Series 2000** Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer, principal agent and agents** shall have access at all times

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

A6.0

**EMPLOYER'S AGENTS**

Clause 6.0

**Clause 6.1 is amended by the addition of the following:**  
Clause 6.1. is amended to include clauses 26.8, 26.12 and 26.13 in terms of which the **employer** has retained its authority and has not given a mandate to the **Principal Agent** and in terms of which the **employer** shall sign all documents.

**Replace Clause 6.5 with the following:**  
Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

**Add the following as Clause 6.7:**  
In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, ,

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

A7.0

**DESIGN RESPONSIBILITY**

Clause 7.0

**Clause 7.1 is amended by the addition of the following:**  
Notwithstanding the provisions of clause 7.2, where the **contractor** undertakes the design responsibility of any aspect of the **works**, he shall indemnify and hold free the **employer** and his **agents** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design detailing and calculations. In respect of the design responsibility undertaken by any **nominated or selected sub-contractor**, such **sub-contractor** shall similarly, indemnify and hold free the **employer, his agents and the contractor** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design, detailing and calculations except where such **sub-contractor** is from the **mandatory partner** in which case the liability shall vest in the **contractor**.

Carried to collection R

R

c

Item

R

c

**Replace first sentence of Clause 7.2 with the following:**

Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof

Clause 7.4 Without limiting or derogating from the employers rights under sub-clause 7.2, the contractor shall;

Clause 7.4.1 ensure that every **n/s or selected sub-contractor**, simultaneously with the signing of the relevant **n/s agreement**, signs (in terms of a written signing authority acceptable to the **principal agent**) and delivers to the **employer** a design, materials and workmanship warranty and undertaking (design warranty) in favour of the **employer**.

Clause 7.4.2 provide the **employer** evidence of suitable and sufficient professional indemnity insurance for all **sub-contractors** whose **subcontract** involves design work other than for temporary works.

Clause 7.5 pending delivery of the design warranty and the required evidence of the professional indemnity insurance **contractor** shall, notwithstanding anything to the contrary in the **agreement** and without limiting or derogating from the **employer's** rights under sub-clause 7.2, be responsible for issues that may arise, and pertaining to the relevant **sub-contract works**.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

**INSURANCES AND SECURITIES**

A8.0 **WORKS RISK**

Clause 8.0

**Replace Clause 8.4 with the following:**

The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

**Clause 8.5.1 is amended to read as follows:**

The use or occupation, after **practical completion**, of any part of the **works** by the **employer**, the **employer's** servants or **agents**; and those for whose acts or omissions they are responsible.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

A9.0 **INDEMNITIES**

Clause 9.0

**Add the following to the end of the first sentence of Clause 9.2.7:**

"... due to no fault of the **contractor**

9.2.9 No Clause

9.2.10 No Clause

Carried to collection R

Item

R

c

**Add the following as clause 9.3:**

The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

**A10.0 INSURANCES**

Clause 10.0

**Replace Clause 10.1 with the following:**

The party responsible 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 [8.2.2]

**Add the following as Clause 10.1.5.1:**

**High Risk Insurance**

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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply

**Add the following as Clause 10.1.5.1.1 Damage to the works**

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical 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

When so instructed to do so by the **principal 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

**10.1.5.1.2 Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract 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

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 immovable property, 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 period of the contract

**10.1.5.1.3 Replace Clause with the following:**

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. 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 proof of such insurance policy.

Carried to collection R

**10.1.5.1.4 Replace Clause with the following:**



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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

**10.2 Replace Clause with the following:**

Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary

10.6 No Clause

**Add the following as Clause 10.11**

In the event that an insurer disputes the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay

**Clause 10.0 is amended by the addition of the following:-**

**10.11.1 Damage to the Works**

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

(b) 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**

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

**10.12 Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

Item

R

C

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

(f) The **contractor** shall at all times proceed immediately 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**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

A11.0 **SECURITIES**

Clause 11.0

**Add the following as to the relevant related Clauses as follows:**

**Add the following to Clause 11.1:**

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 above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

11.1.1 No Clause

11.1.2 No Clause

11.2.2 No Clause

11.3 No Clause

**Replace Clause 11.4.1 with the following:**

Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.

11.5

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

Carried to collection R

**Add the following as Clause 11.11:**

Item

R

c

Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

**Add the following as Clause 11.11.1:**

The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.11.2:**

The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

**Add the following as Clause 11.11.3:**

Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor

**Add the following as Clause 11.11.4:**

Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.

**Add the following as Clause 11.11.5:**

On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.

**Add the following as Clause 11.11.6:**

The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.

**Add the following as Clause 11.12:**

Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

**Add the following as Clause 11.12.1:**

The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.12.2:**

The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

**Add the following as Clause 11.12.3:**

The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

**Add the following as Clause 11.12.4:**

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.

**Add the following as Clause 11.13:**

Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

**Add the following as Clause 11.13.1:**

The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).

Carried to collection R

**Add the following as Clause 11.13.2:**

Item

R

C

The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.

**Add the following as Clause 11.13.3:**

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

**Add the following as Clause 11.13.4:**

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Add the following as Clause 11.13.5:**

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.

**Add the following as Clause 11.14.1:**

Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:

**Add the following as Clause 11.14.2:**

The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.14.3:**

Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.

**Add the following as Clause 11.14.4:**

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Add the following as Clause 11.14.5:**

Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

**Add the following as Clause 11.15:**

Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.

**Add the following as Clause 11.15.1:**

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.

**Add the following as Clause 11.15.2:**

The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

**Add the following as Clause 11.16:**

Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.

Carried to collection R

**Add the following as Clause 11.17:**

Item

R

c

Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).

Should the **contractor** be a joint venture, then each entity shall be jointly and severably liable to the **employer** for all obligations and liabilities in terms of this **agreement** The amount so claimed against and paid under the **construction guarantee** shall be reimbursed to the **contractor** if and when the **construction guarantee** is reinstated, extended or substituted in compliance with the above (as the case may be) and the **principal agent** shall forthwith issue a **payment certificate** certifying the amount so due to the **contractor**.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

**EXECUTION**

A12.0 **OBLIGATIONS OF THE PARTIES**

Clause 12.0

12.1.1 No Clause

**Replace Clause 12.1.5 with the following:**

Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

**Replace Clause 12.2.2 with the following:**

The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

**Clause 12.2.3 is deleted in its entirety and replaced with the following clause:**

The security selected in terms of 11.0, as amended

**Replace Clause 12.2.5 with the following :**

Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD]

**Replace Clause 12.2.13 with the following:**

Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

**Add the following as Clause 12.2.22:**

Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

**Add the following as Clause 12.2.23:**

The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

Carried to collection R

Item

R

c

Clause 12.0 is amended by the addition of the following:

12.4 Programme

12.4.1 This programme shall include 1½ **working days** per working month for inclement weather which shall include but not be limited to, wind and rain delays. Such provisions shall be monitored by the **contractor** and agreed with the **principal agent** as and when such inclement weather takes place and shall be recorded in the **programme** based on actual stoppages when incurred

12.4.2 Notwithstanding the fact that the **programme** has been prepared in conjunction with the **principal agent**, the **contractor** shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the **programme**, and the implementation thereof.

12.4.3 The **programme** shall be compiled based on the critical path method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the **principal agent**.

The **programme** will be processed on the **principal agent's** system and the **contractor** shall provide all the co-operation necessary to achieve this.

12.4.4 Documentation will not be available in complete detail at the commencement stage. However the **contractor**, in conjunction with the **principal agent**, shall plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed.

For programming purposes, it shall be assumed that the quantities contained in the **bills of quantities** are provisional and thus shall be utilized as a guide only for the drawing up of the **programme**.

Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the **contractor** and the **principal agent**, and suitably recorded in the **programme**.

12.4.5 Should circumstances change to the extent where the **contractor** is of the opinion that changes to the **programme** are required, then the **contractor** shall submit a written request to the **principal agent** for such changes, clearly identifying the reasons for requiring such change. The **contractor** and **principal agent** shall thereafter agree such changes, if any, and any costs related thereto as per the principles espoused in 15.5.1 above.

Should the **principal agent** be of the opinion that the **programme** requires revisions, and notwithstanding the fact that a request for such revision has not been received from the **contractor**, the **principal agent** shall be entitled to instruct the **contractor** to revise the **programme** accordingly, unless the **contractor** can submit reasonable justification for not doing so.

Any acceleration and/or special measures sanctioned by the **principal agent** together with associated effects shall be incorporated in a revision to the programme.

12.4.6 The **contractor** and the **principal agent** shall, at regular intervals not exceeding 14 (fourteen) **calendar days**, agree the state of progress of the **works** relative to the latest agreed revision of the **programme**. Such **agreement** shall include the recording of actual commencement and **completion** dates for each activity and shall constitute the official record of the progress at such point in time.

12.4.7 In addition to and based on the **programme** systems and format dictated above, the **contractor** shall devise detailed working **programmes**. These shall be drawn on a regular basis (at least monthly), to the satisfaction of the **principal agent**.

Such working **programmes** shall at all times relate to the constraints of the current **programme**.

Carried to collection R

Item

R

c

12.4.8 **Contract instructions** shall be issued in accordance with clause 17, as amended.

**Offices**

The **contractor** shall provide, maintain and remove on completion of the **works** an office for the exclusive use of the **principal agent** suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]

The contractor shall provide, maintain, and remove upon completion of the works, the following:

a) Office accommodation suitable for thirty (30) persons for meetings held on the **site** and five (5) air-conditioned **site** offices size 4mx3m, each with two (2) furnished work station desks, chairs, shelving, kitchenette, Twenty (20) telephone and Thirty (30) internet/data connections including telephones, all of which shall be kept clean and fit for use by **employer's agents** at all times. Office accommodation will need to be maintained in a clean condition for the duration of the contract and removed upon completion.

b) Copy room suitable for 10 persons comprising two (2) air-conditioned site office size 4m x 3m and complete with one (1) IT server, one (1) A0 colour plotter, one (1) A4/A3 laser printer/copier/scanner, 2 (2) network and telephone points (telephones lines and telephone included). The copy room will need to be maintained in a clean condition for the duration of the contract and removed upon completion.

c) Ablution facilities comprising male and female ablutions, 4 x male urinals and 2 x WC in male ablutions and 3 x WC in female ablutions. Ablutions need to be maintained in a clean condition for the duration of the contract and removed upon completion.

d) Sample rooms of 2 x lockable rooms approximate size 6m x 5m comprising all necessary finishes as directed by the Principal Agent. The approved sample room will need to be maintained for the duration of the contract and removed upon completion.

e) Specification requirements in respect of to the provision of IT infrastructure related to the above;

The professional team site office to be equipped with a wired Ethernet Local Area Network consisting of the following;

- 1) 20 Mbs uncapped speed connection to TSP.
- 2) Uncapped data usage for business use.
- 3) 30 No. wired points.
- 4) 20 No. VOIP telephones.
- 5) Vodacom / MTN VOIP contract for cloud based PABX.
- 6) 4 No. wireless access points.
- 7) Multifunction colour printer, A4 and A3 photostat, scanner connected to the network.
- 8) Consumables required for the above

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

Carried to collection R

Item

R

c

**Main notice board**

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18]

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

A13.0 **SETTING OUT**

Clause 13.0

The following sub-clauses are hereby added to this clause:-

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

13.4 The **contractor** shall perform tolerance control checks regularly throughout the **construction period** and report on these at regular intervals to the **principal agent** in a format approved by the **principal agent**. Should the **contractor** fail to comply with this requirement to the satisfaction of the **principal agent**, progressively as the structure is constructed, the **employer** shall be entitled to commission a registered land surveyor to do so on the **contractor's** behalf and at the **contractor's** expense

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

A14.0 **NOMINATED SUBCONTRACTORS**

Clause 14.0

Ref Clause 6.7 [CD] - Clause 14.1.4

14.1.5 No Clause

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1 Ref Clause 6.7 [CD] - Clause 14.6

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums. Notwithstanding anything to the contrary contained in the **agreement**, the contractor shall be aware that profit and attendance shall only be certified once in respect of each provisional sum.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

Carried to collection R



Item

R

c

A15.0 **SELECTED SUBCONTRACTORS**

Clause 15.0

The **contractor** cannot exclude the sub-contract **tendered works** from his responsibility, after the **selected sub-contractor** has been accepted, subject to the **tendered** conditions being met.

Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5

15.1.5 No Clause

**Replace Clause 15.1.2 with the following:**

The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1

**Clause 15.0 is amended by the addition of the following:**

Clause 15.9 The **contractor** will provide specific provisions regarding the use of all plant, equipment and services allowed for the various **sub-contractors**, to ensure comprehensive pricing by such **sub-contractors**. The relevant amendments to the **sub-contract tender** documents are to be clearly identified by the **contractor** and included in the **sub-contract tender** documentation and **agreements** to be signed with each of the **sub-contractor** and as such, the **contractor** shall be fully responsible for the management and cost of such **sub-contracts**.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

A16.0 **DIRECT CONTRACTORS**

Clause 16.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

**Clause 17.1 is amended by the addition of the following:**

**Replace Clause 17.4 with the following:**

The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21

**Add the following clause as Clause 17.6:**

Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

Carried to collection R

Item		R	c
	<b>COMPLETION</b>		
A18.0	<b>INTERIM COMPLETION</b>		
	Clause 18.0		
	Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
A19.0	<b>PRACTICAL COMPLETION</b>		
	Clause 19.0		
	<b>Clause 19.1 shall be amended by the addition of the following clause:</b>		
	19.1.3 In order to achieve <b>practical completion</b> of the <b>works</b> and without derogating from the generality of the term <b>practical completion</b> , the <b>contractor</b> shall, as a minimum comply with the following basic criteria. These criteria should not be regarded as comprehensive but as an expansion of the term <b>practical completion</b> .		
	19.1.3.1 In regard to the <b>completion</b> date applicable to the <b>works</b> , the following shall apply:		
	(i) <u>Access to all Areas</u>		
	At the date of <b>practical completion</b> all areas, external access areas and the like must be fully complete with unobstructed access in every respect. This includes the roadways from perimeter of site to the basement, driveway access through basements and including the following:		
	a) All emergency fire, traffic and signage.		
	b) Road markings.		
	c) Permanent lighting and power to all roadways, basement driveways, guardhouses and driveway gates.		
	d) All fire escape routes and staircases complete and free of any obstructions.		
	ii) <u>External Facades</u>		
	At the date of practical completion, the external facade including balconies must be fully complete in every respect including the following:		
	a) All facade surfaces must be painted, polished or cleaned where required and must be free of any builder's debris, marks or scratches		
	b) Louvres and skylights - must be completed and approved to the Architects satisfaction		
	c) Fully operational and commissioned permanent power and lighting		
	d) All doors and gates complete with all ironmongery and lock sets with keys for handover		
	e) Screed and tiling to falls tested and corrected as necessary prior to hand over		
	Roofs completed and waterproofed.		
	g) All finishes to be de-snagged and complete to ensure that scaffolding is removed from sidewalks		
	iii) <u>Lifts and Escalators</u>		
	a) Lift and escalator installation inclusive of interiors are to be complete, commissioned and operational.		
	b) All operating manuals and certificates to be in place.		
	Carried to collection R		

Item

R

c

iv) Security

a) All areas to be handed over must be secure, doors fitted and lockable, windows glazed and all security and access control systems to be operative. All shop fronts and windows must be lockable with ironmongery fitted and keys marked and tagged for handover. After practical completion no person shall be allowed to access the facilities without prior consent by the occupants or management.

v) Electrical

a) Electrical installation is to be completed and fully commissioned - permanent power and lighting inclusive of all telephone and data installations.

vi) Plumbing installation

a) Plumbing installation it to be complete, commissioned / permanent water supply and drainage tested. Pipe work to be pressured tested.

vii) Air Conditioning

a) The HVAC system installation shall be complete and fully commissioned (except for final adjustments and cooling performance recoding / temperature logging), commissioning reports submitted to the Consulting Engineer for review and major commissioning defects resolved.

viii) BMS

a) All field controllers, network controllers and network fully commissioned operator terminal installed, graphics loaded and all monitoring points operational on the operator terminal. (Customisation of the BMS time schedules, alarm routing and using the BMS to detect and report faults on other services shall be completed prior to **works completion**.)

ix) External sewer, drainage and storm water connection

a) All sewer, drainage and storm-water systems must have been completed and inspected and signed off.

x) Sprinklers and fire-fighting equipment

a) Completed, commissioned tested and operational.

xi) Floors, ceilings, kitchen cabinets, appliances, Cupboards, joinery, shop fitting, shower and general finishes

a) Completed and finished in accordance with Architect's layouts, interiors specifications and schedules. All appliances and equipment to be installed, connected, commissioned and tested.

xii) General

a) All certificates required to obtain an Occupancy Certificate from the Municipality Building Inspectorate in accordance with the National Building Regulations to be provided.

b) Approved building plans from the Municipality to be provided.

xiii) Structural/Civil Works

Bidders are referred to the Civil/Structural Works specifications and drawings appended elsewhere in this Bid Document for the full requirements related to the achievement of practical completion for all Structural, Civil and Wet Works.

Carried to collection R

Item

R

c

**Replace Clause 19.5 with the following:**

On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section

**Add the following as Clause 19.8:**

**WORKS COMPLETION**

(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.

(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:

(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)

(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8(2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:

(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0

(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).

**Add the following as Clause 19.9:**

19.9 Without derogating from the generality of the requirements of **practical completion** the following specific requirements shall apply:-

19.9.1 All items on the **practical completion** list must be completed and attended to in their entirety.

19.9.2 All defects noted on the quality control sheets issued by the **principal agent** during the currency of the **contract** are to have been completed and attended to in their entirety.

Carried to collection R

Item

R

c

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

- a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.
- b) A certificate from the contractor that the National Building Regulations have been complied with.
- c) IOPSA (Institute of Plumbing South Africa) Certificate/s of compliance with respect to plumbing and drainage.
- d) Electrical certificates of compliance.
- e) Lightning protection certificates of compliance
- f) Certificate/s of compliance and fire certificate/s from the **contractor** and fire chief respectively.
- g) Certificate/s of compliance in respect of termite proofing
- h) Waterproofing guarantee/s
- i) Certificate/s of compliance with respect to all glazing.
- j) Soil poisoning certificate/s
- k) Soil compaction certificate/s
- l) TR1 and TR2 certificates in respect of timber roof construction
- m) Certificate/s of compliance in respect to galvanising of structural steelwork
- n) Glazing certificate/s

Note: The above list is not exhaustive and the contractor will be required to provide all further certificates/guarantees as requested by the **principal agent**

19.9.4A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the **principal agent** prior to achievement of **practical completion**.

19.9.5 All relevant test results i.e. concrete test cube, compaction, density etc. are to be produced in hard copy, in a file, clearly referenced with a covering summary sheet. These results to be from an independent geotechnical testing laboratory and not from the concrete suppliers batching plant

19.9.6 Complete Method Statements and motivations for any works that the Contractor proposes conducting that do not directly and completely align with the requirements as set out in the Contract documentation.

19.9.7 A quality control file for all civil and structural engineering works done by the Contractors QC/QA team and signed off by the Engineer at each stage during the project should include :

- Pre and post concrete and reinforcing inspections
- Pressure testing pipe results signed off by a registered plumber and
- Inspection sheets of Engineers
- All tests, namely, Mod, CBR, Indicator, DCP and Density tests

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

**A20.0 COMPLETION IN SECTIONS - NOT APPLICABLE**

Clause 20.0

**Add the following as Clause 20.2.1.A**

A certificate of Works Completion [19.8]

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_ **Item**

Carried to collection R

Item  
A21.0

**DEFECTS LIABILITY PERIOD AND FINAL COMPLETION**

R

c

Clause 21.0

**Replace Clause 21.1 with the following:**

The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6), whichever is the later (if we use works completion)

**Replace Clause 21.6 with the following:**

On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

- (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or
- (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

**Add the following as Clause 21.13:**

The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

**Add the following as Clause 21.14:**

Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

A22.0

**LATENT DEFECTS LIABILITY PERIOD**

Clause 22.0

22.3.2 No Clause

Clause 22.0 is amended by the addition of the following:

22.4 The **contractor** shall make good all defects that appear up to the date of **final completion** and shall make good all latent defects that become patent and are notified to the **contractor** prior to the expiry of the latent **defects liability** period.

Carried to collection R

Item

Clause 22.5 Any water leakage into the building, either in the roof, external wall or other element of building susceptible to water leakage shall unless proved to be a design defect, damaged caused by the **employer** or **employer's end user**, damage arising from theft of vandalism or inadequate maintenance not in accordance with the submitted and accepted guidelines, be deemed a latent defect.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

R

c

A23.0 **REVISION OF THE DATE FOR PRACTICAL COMPLETION**

Clause 23.0

Ref Clause 6.7 [CD] – Clause 23.1  
Ref Clause 6.7 [CD] – Clause 23.2

23.2.13 No Clause

**Clause 23.0 is amended by the addition of the following:-**

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.12 Notwithstanding anything to the contrary the **contractor** shall not be entitled to a revision of the date for **practical completion** for delays arising from municipal, Eskom or other interruption in energy supply to the **site**.

**Replace Clause 23.3 with the following:**

Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]

Ref Clause 6.7 [CD] - Clause 23.7  
Ref Clause 6.7 [CD] - Clause 23.8

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

Carried to collection R

Item  
A24.0

**PENALTY FOR LATE OR NON-COMPLETION**

Clause 24.0

**Replace Clause 24.1 with the following:**

Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

**Replace Clause 24.2 with the following:**

Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:

**Replace Clause 24.2.1 with the following:**

The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

**PAYMENT**

A25.0

**PAYMENT**

Clause 25.0

**Replace Clause 25.2 with the following:**

The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

Clause 25.3.3 is amended by replacing "11.1.2;11.4.1" with "11.0 as amended"

**Add the following to Clause 25.3:**

25.3.12 Monthly Local content report,  
25.3.13 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)

25.3.14 Tax Invoice

25.3.15 Labour intensive report

25.3.16 Contract participation goal reports

25.5 No Clause

25.7.5 No clause.

Carried to collection R

R

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Item

R

c

**Replace Clause 25.10 with the following:**

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

**Replace Clauses 25.12 to 25.12.3 with the following:**

The value certified shall be subject to the following percentage adjustments :

**(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)**

25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

**(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])**

25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

Carried to collection R,

Item

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A26.0 **ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT**

Clause 26.0

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

**Clause 26.6 is amended by the addition of the following at the end of the sentence:-**

26.6 - The contractor shall within forty (40) working days of the delay ceasing, submit details of the expense and loss to the principal agent failing which the contractor shall forfeit such claim.

**Replace Clause 26.10 with the following:**

The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within Ninety (90) working days of the date of practical completion

Ref Clause 6.7 [CD] – Clause 26.12

**Clause 26.0 is amended by the addition of the following:-**

Clause 26.14 Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement or in respect to provisional sums or budgetary allowances and notwithstanding the fact that such prices may be used in an interim payment certificate, there shall be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final payment certificate, such acceptance shall be in writing.

Clause 26.15 The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by direct contractors and others, except where pricing is allowed for in the Bills of Quantities. Claims for loss of profit shall not be entertained.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

A27.0 **RECOVERY OF EXPENSE AND/OR LOSS**

Clause 27.0

**Replace Clause 27.1.2 with the following:**

Interest due to late payment only

**Replace Clause 27.1.4 with the following:**

Interest due to late payment only

27.1.5 No Clause

**Replace Clause 27.3 with the following:**

Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security

Carried to collection R

Item

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**Add the following as Clause 27.4:**

Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

**SUSPENSION AND TERMINATION**

**A28.0 SUSPENSION BY THE CONTRACTOR**

Clause 28.0

- 28 No Clause
- 28.1 No Clause
- 28.1.1 No Clause
- 28.1.2 No Clause
- 28.1.3 No Clause
- 28.1.4 No Clause
- 28.1.5 No Clause
- 28.2 No Clause
- 28.3 No Clause
- 28.4 No Clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

**A29.0 TERMINATION**

Clause 29.0

**Add the following as Clause 29.1.4:**

The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

**Add the following as Clause 29.1.5:**

The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract

**Add the following as Clause 29.1.6:**

Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.

**Add the following as Clause 29.1.7:**

The contractor refuses or neglects to comply strictly with any of the conditions of contract

**Add the following as Clause 29.1.8:**

29.1.6 in the judgement of the **employer**, has engaged in **corrupt or fraudulent practices** in competing for or in executing the contract

**Clause 29.3 is amended by adding :**

"The **employer** (through instruction to the **principal agent**) may furthermore terminate this **agreement** by giving written notice of termination where:-

- (i) the **contractor** becomes bankrupt or insolvent (commercially or otherwise),
- (ii) an application is made, or a resolution is adopted, for the winding-up of the **contractor** (whether provisional or final)

Carried to collection R

Item

R

c

(iii) business rescue proceedings have commenced in respect of the contractor in accordance with the Companies Act, 71 of 2008 (as amended) ("the Companies Act"), or

(iv) the **contractor** proposes or effects an offer of compromise with the **contractor's** creditors in accordance with section 155 of the Companies Act or begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of the **contractor's** indebtedness or proposes or makes a general scheme, arrangement or composition with or for the benefit of the **contractor's** creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of the **contractor's** indebtedness.

Note: In the case of a Joint Venture or Consortium, the **employer** shall have the right to proceed with cancellation in terms of Clause 36 (as amended) where a minimum of one (1) party to the Joint Venture or Consortium is in default.

**Replace Clause 29.7 with the following:**

The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]

**Replace Clause 29.9 with the following:**

The employer has the right of recovery against the contractor, where applicable, [CD] from:  
The guarantee for construction (variable) until the final payment has been made;

or

The guarantee for construction (fixed) until the date of practical completion; or  
The payment reduction until the final payment is made; or  
The cash deposit made as security until the final payment is made

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

Carried to collection R

Item

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Clause 29.0 is amended by the addition of the following sub-clauses:

Clause 29.30 "Where the **employer** does not receive the requisite local authority approvals (to the **employer's** satisfaction) for the construction of the permanent works at the **site**".

29.31 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

29.32 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

**DISPUTE RESOLUTION**

A30.0 **DISPUTE RESOLUTION**

Clause 30.0

**Replace Clause 30.2 with the following:**

Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation

**30.3 to 30.7.7 No Clauses**

**Replace Clause 30.8 with the following:**

The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

**30.8.1 No Clause**

**Replace Clause 30.8.2 with the following:**

The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

**Replace Clause 30.8.3 with the following:**

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

**Replace Clause 30.9 with the following:**

Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

Carried to collection R

Item		R	c
	<b>SECTION B: GENERAL PRELIMINARIES</b>		
B1.0	<b>DEFINITIONS AND INTERPRETATION</b>		
B1.1	<b>Definitions</b>  See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section  Fixed: _____ Value: _____ Time: _____ <div style="text-align: right;"><b>Item</b></div>		
B1.2	<b>Interpretation</b>  Fixed: _____ Value: _____ Time: _____ <div style="text-align: right;"><b>Item</b></div>		
B2.0	<b>DOCUMENTS</b>		
B2.1	<b>Checking of documents</b>  The tenderer shall check the numbers of the pages of the tender documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the contract documents contain any obvious errors, the tenderer shall notify the principal agent forthwith thereof and the principal agent shall promptly give a written directive.  Fixed: _____ Value: _____ Time: _____ <div style="text-align: right;"><b>Item</b></div>		
B2.2	<b>Provisional bills of quantities</b>  Fixed: _____ Value: _____ Time: _____ <div style="text-align: right;"><b>Item</b></div>		
B2.3	<b>Availability of construction information</b>  Where the construction documentation for the works is not complete and will only be completed during the construction period the contractor and principal agent shall work together to identify the requirements for the provision of construction documentation. The contractor and principal agent shall agree the dates that are reasonable by when the contractor is to be provided with each outstanding item of the anticipated construction documentation.  The contractor and n/s subcontractor shall agree dates by when the n/s subcontractor is to be provided with each outstanding item of the anticipated construction documentation.  The budgetary allowances for selected sub-contract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period  Fixed: _____ Value: _____ Time: _____ <div style="text-align: right;"><b>Item</b></div>		
B2.4	<b>Ordering of materials and goods</b>  Fixed: _____ Value: _____ Time: _____ <div style="text-align: right;"><b>Item</b></div>		
	Carried to collection R		

Item		R	c
B3.0	<b>PREVIOUS WORK AND ADJOINING PROPERTIES</b>		
B3.1	<b>Previous work - dimensional accuracy</b>  In consecutive contracts the contractor shall, within a reasonable period after taking possession of the site, but not exceeding ten (10) per cent of the construction period or twenty (20) working days whichever is the lesser, check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the principal agent and request a contract instruction regarding any dimensional inaccuracy found in work previously executed.  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B3.2	<b>Previous work - defects</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B3.3	<b>Inspection of adjoining properties</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B4.0	<b>THE SITE</b>		
B4.1	<b>Handover of site in stages</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B4.2	<b>Enclosure of the works</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B4.3	<b>Geotechnical and other investigations</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B4.4	<b>Encroachments</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B4.5	<b>Existing premises occupied</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B4.6	<b>Services - known</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
B5.0	<b>MANAGEMENT OF CONTRACT</b>		
B5.1	<b>Management of the works</b>  Fixed: _____ Value: _____ Time: _____		
	<b>Item</b>		
	Carried to collection R		

Item		R	c
B5.2	<p><b>Progress meetings</b></p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
B5.3	<p><b>Technical meetings</b></p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
B6.0	<p><b>SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</b></p>		
B6.1	<p><b>Samples of materials</b></p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
B6.2	<p><b>Workmanship samples</b></p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
B6.3	<p><b>Shop drawings</b></p> <p>Clause 6.3 is amended by the addition of the following:</p> <p>Clause 6.3.3 - General responsibilities - The contractor shall provide a person or persons who shall be available immediately upon commencement of the contract, whose responsibility will be:</p> <p>a) To familiarise himself with all drawings produced for construction purposes. This will involve a clear understanding of services and element co-ordination, in order that <b>sub-contractors</b> can be properly briefed.</p> <p>b) To provide comprehensive lists of shop drawings to be prepared by relevant sub-contractors.</p> <p>c) To check all shop drawings for sufficiency prior to submission. It is expected that such checking will include all co-ordination and pro-active resolution of any conflicting services and elements. It is also noted that resolution of co-ordination problems will require attendance at services and element co-ordination meetings called by the principal agent and when necessary.</p> <p>Clause 6.3.4 - Procedures - The <b>contractor</b> shall, at his own expense, prepare and submit one reproducible print of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules and such work shall not be performed by the contractor until approval has been given. The contractor shall take cognisance of and adhere to the Project Document Numbering System.</p> <p>The <b>contractor</b> shall present a complete schedule showing the sequence of submission of shop drawings, including submission dates, for all trades and the scheduled dates for approval of all drawings. This schedule shall take into account a two weeks check period from the date of the receipt of all shop drawings and/or catalogue data.</p> <p>All submissions shall be on dates as indicated in the above <b>schedule</b> and sufficiently in advance to permit the contractor to meet fabrication deadlines; no claim for extensions to the construction period will be granted to the contractor by reason of his failure in this respect.</p> <p>The <b>contractor</b> shall submit four copies of catalogues and data for approval. The <b>contractor</b> shall check all submissions for conformity with the contract drawings and specifications and correct any errors, omissions or deviations before submission.</p>		
	Carried to collection R		



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All submissions shall bear the **contractor's** dated stamp of approval as evidence that they have been so checked and corrected by the contractor. Any drawings, schedule or catalogue submitted without this stamp will not be considered and will be returned unapproved.

When the **principal agent** advises the **contractor** that shop drawings have been approved, he shall immediately submit to the **principal agent** the original transparencies of such drawings so that the **principal agent's** stamp of approval may be appended thereto. Thereafter the **contractor** shall furnish to the **principal agent** four prints of the approved shop drawings, setting out drawings and schedules. The **contractor** shall also furnish as many prints of the approved shop drawings and schedules as may be required for use on the site. No work shall be performed from any shop drawings and/or catalogues not stamped with the **principal agent's** approval.

The **contractor** shall be responsible for ensuring that all dimensions conform to the dimensions of built work.

If the submissions differ from the requirements of the contract, the contractor shall make specific mention of each difference in his letter of transmission with a request for substitution, together with his reasons for same, in order that, if acceptable, suitable action may be taken by the principal agent. Otherwise the executing of the work shall be in strict accordance with the requirements of the contract.

Corrections of shop drawings by the **principal agent** shall not change the scope of work. Should any such correction be considered to constitute a change of scope of work, the contractor shall notify the principal agent in writing within not more than seven (7) calendar days of such change and shall not proceed with the fabrication until so authorised by the principal agent. Claims for change of scope made after performance of the work constituting the claimed change of scope will not be considered.

Unless otherwise agreed with the **principal agent**, shop drawings shall be prepared to show all details of installation, including reticulation, fixing, etc. of all components and assemblies, or if the contractor desires to deviate from the design these drawings shall be all to accordance with the above procedures and at the contractors expense.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

B6.4 **Compliance with manufacturer's instructions**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

B7.0 **DEPOSITS AND FEES**

B7.1 **Deposits and fees**

The contractor shall pay all deposits, fees and charges according to law, regulation or by law of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossing, permission for the suspension of parking facilities and the like.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
Item

Carried to collection R

<p><b>Item</b> B8.0 B8.1 B8.2 B8.3 B8.4 B9.0 B9.1 B10.0 B10.1</p>	<p><b>TEMPORARY SERVICES</b></p> <p><b>Water</b></p> <p>Clause 8.1 is amplified by the addition of the following:</p> <p>Water for construction purposes must be obtained from alternative water source/s (i.e. any 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 sewage water, etc. The alternative water resource shall shall not be of an inferior quality standard than that required for construction purposes. The Contractor shall provide relevant certificates from an approved authority demonstrating the suitability of the water for construction purposes at his own expense, prior to usage for the works. Should this not be done, any consequential instructions to rectify or in any way occasioned as a result of the usage of non-approved water, shall be solely for the contractors account.</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><b>Electricity</b></p> <p>Tenderers are referred to schedule of variables hereinafter.</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><b>Ablution and welfare facilities</b></p> <p>Clause 8.3 is amended by deleting it in its entirety and replacing with the following:</p> <p>Ablution facilities shall be provided by the contractor as stated in the <b>schedule</b> and shall be provided for the use of all persons on the <b>site</b>. The <b>contractor</b> shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><b>Communication facilities</b></p> <p>Clause 8.4 is amended by deleting it in its entirety and replacing with the following:</p> <p>The <b>contractor</b> shall provide communication facilities as required for his staff as well as for the agents of the employer when on site and shall be liable for all costs related thereto.</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><b>PRIME COST AMOUNTS</b></p> <p><b>Responsibility for prime cost amounts</b></p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><b>ATTENDANCE ON SUBCONTRACTORS</b></p> <p><b>General attendance</b></p> <p>The <b>contractor</b> shall at his own expense provide the following general attendance on the subcontractors:</p> <p>Access to the <b>site</b> and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the <b>contractor</b></p>	<p><b>R</b></p>	<p><b>c</b></p>
	Carried to collection R		

Item	R	c
<p>The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation</p> <p>The provision of an area for the <b>subcontractor</b> to establish temporary office accommodation and workshops and for the storage of plant and materials</p> <p>The use of erected scaffolding belonging to the <b>contractor</b>, in common with others having the like right, while it remains erected on the <b>site</b></p> <p>The use, at reasonable times by arrangement of the <b>contractor's</b> erected hoisting equipment</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
B10.2 <b>Special attendance</b>		
<p>Clause 10.2 is amended by deleting it in its entirety and replacing with the following:</p> <p>The contractor shall make provision in his rates for special attendance on each n/s sub-contractor. Special attendance such as unloading, storing, placing in position, providing special power supplies, specific hoisting, craneage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish are to be determined by the tenderer and shall be deemed to be included in rates for attendance.</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
B11.0 <b>GENERAL</b>		
B11.1 <b>Protection of the works</b>		
<p>Fixed: _____ Value: _____ Time: _____</p>		
B11.2 <b>Protection/isolation of existing works and works occupied in sections</b>		
<p>Fixed: _____ Value: _____ Time: _____</p>		
B11.3 <b>Security of the works</b>		
<p>The contractor shall take all appropriate measure for general security of the works.</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
B11.4 <b>Notice before covering work</b>		
<p>Fixed: _____ Value: _____ Time: _____</p>		
B11.5 <b>Disturbance</b>		
<p>The <b>contractor</b> shall keep the <b>site</b>, structures, etc. well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b></p>		
Carried to collection R		

Item		R	c
	The <b>contractor</b> shall execute the works with a minimum of disturbance to adjoining premises, any part of the works already handed over and the occupants of those premises and/or parts. Any specific requirements are stated in the <b>schedule</b> .		
	Fixed: _____ Value: _____ Time: _____ <b>Item</b>		
B11.6	<b>Environmental disturbance</b>  The contractor shall execute the works without any unreasonable adverse effect on the environment. Any specific requirements are stated in the schedule.		
	Fixed: _____ Value: _____ Time: _____ <b>Item</b>		
B11.7	<b>Works cleaning and clearing</b>  Fixed: _____ Value: _____ Time: _____ <b>Item</b>		
B11.8	<b>Vermin</b>  Fixed: _____ Value: _____ Time: _____ <b>Item</b>		
B11.9	<b>Overhand work</b>  Fixed: _____ Value: _____ Time: _____ <b>Item</b>		
B11.10	<b>Tenant installations</b>  Fixed: _____ Value: _____ Time: _____ <b>Item</b>		
B11.11	<b>Advertising</b>  Fixed: _____ Value: _____ Time: _____ <b>Item</b>		
	Carried to collection R		

Item		R	c
	<p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p>		
	<p><b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p>		
C1.0	<p><b>CONTRACT DRAWINGS</b></p> <p>Note: Where drawings are described in these Bills of Quantities as having been "appended elsewhere in this Bid Document", bidders are directed to the USB drive issued with the Bid Document for all drawings, as no hard copies will be issued during the Bid period.</p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p> <p style="text-align: right;">Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C2.0	<p><b>PREAMBLES</b></p> <p>The complete suite of project specific specifications are appended at the back of these Bills of Quantities, and shall be read in conjunction with the <b>bills of quantities</b> and be referred to for the full descriptions of work to be done and materials to be used. These specifications shall take precedence in any discrepancy between themselves and the general specifications and/or between themselves and the Bills of Quantities. Should any document referenced in the Bills of Quantities not be present in a Bid Document, the Bidder is to notify the Departmental Project Manager immediately. Rates for work will be deemed to be inclusive of all requirements as per the project specific and general specifications</p> <p>The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used</p> <p>The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the <b>bills of quantities</b> / lump sum document</p> <p style="text-align: right;">Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C3.0	<p><b>TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities</b> / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p>		
	Carried to collection R		

Item		R	c
	<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;">Item</p>		
C4.0	<p><b>IMPORTED MATERIALS AND EQUIPMENT</b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;">Item</p>		
C5.0	<p><b>VIEWING THE SITE IN SECURITY AREAS - N/A</b></p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;">Item</p>		
C6.0	<p><b>SECURITY CHECK OF PERSONNEL</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;">Item</p>		
C7.0	<p><b>PROHIBITION ON TAKING OF PHOTOGRAPHS</b></p> <p>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 of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;">Item</p>		
	Carried to collection R		

Item		R	c
C8.0	<p><b>HIV/AIDS AWARENESS</b></p> <p>It is required of the <b>contractor</b> 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 Section of the <b>bills of quantities</b> / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification 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</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including <b>interest</b>, due to such delay of payment</p>		
C8.1	<p><b>AWARENESS CHAMPION</b></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C8.2	<p><b>AWARENESS WORKSHOPS</b></p> <p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C8.3	<p><b>POSTERS, BOOKLETS, VIDEOS, ETC.</b></p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C8.4	<p><b>ACCESS TO CONDOMS</b></p> <p>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 <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
	Carried to collection R		

Item  
C8.5

**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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

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C9.0

**OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

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 **bills of quantities** / lump sum document

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 A25.0 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

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

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Item

C10.0

**EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)**

R

c

The **contractor** shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these **bills of quantities** / lump sum document

The **contractor** shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these **bills of quantities** / lump sum document

The **contractor** shall liaise and co-ordinate with the **employer** and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to remeasurement have been included elsewhere in these **bills of quantities** / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

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Item

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Item		R	c
C11.0	<p><b>IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</b></p> <p>The <b>contractor</b> 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)</p> <p>The <b>contractor</b> shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the <b>principal agent</b> 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 Expanded Public Works Programme (EPWP)"</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p style="text-align: right;">Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C12.0	<p><b>UNAUTHORISED PERSONS ON SITE</b></p> <p>The <b>contractor</b> shall at all times strictly exclude all unauthorized persons from the <b>works</b>.</p> <p>No workmen are to be allowed under any circumstances to sleep or deposit any personal effects on the <b>site</b>. The contractor must provide any necessary independent shelters or sheds required for any workmen off site.</p> <p>Furthermore, the <b>contractor</b> shall take all measures necessary to ensure that no unauthorised workmen are allowed onto the <b>site</b> at any time without the specific permission of the <b>principal agent</b>.</p> <p style="text-align: right;">Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C13.0	<p><b>CONTRACTOR ACCESS</b></p> <p>The <b>contractor</b> shall provide for a security access card for all personnel (management and labour) entering the <b>site</b>. Each identification tag is to include for the following information: -</p> <ul style="list-style-type: none"> <li>i. Project name</li> <li>ii. Colour photo (ID book size)</li> <li>iii. Company name</li> <li>iv. Name and ID number</li> </ul> <p style="text-align: right;">Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>		
Carried to collection R			

Item		R	c
C14.0	<p><b>STOCKPILE</b></p> <p>The stockpile of fill material on the site is to be maintained and used in the required backfill behind retaining walls, as indicated by the <b>engineers</b>, and unless otherwise directed.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
C15.0	<p><b>SITE ESTABLISHMENT</b></p> <p>The contractor may erect/hire/purchase an establishment on or contiguous to the site to include offices, stores, lay down areas etc. for his own, and <b>sub-contractor's</b> use subject to the foregoing provisions of Clause B3.1 of these Preliminaries. Such establishment is to be pre-planned and is subject to the approval of the <b>principal agent</b>.</p> <p>Notwithstanding the <b>principal agent's</b> approval, the <b>contractor</b> shall be responsible for any costs relating to relocation of any site establishment required to allow access for the timeous execution of the <b>works</b>.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
C16.0	<p><b>PRICING OF BILLS OF QUANTITIES</b></p> <p>Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard System of Measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imports, establishment charges, overheads, profit, attendance (general and specific) and all other obligations arising out of the agreement.</p> <p>The rate inserted by the tenderer opposite each item will be deemed to be applicable to the item as originally specified. Should the tenderer wish to offer an alternative specification to any particular item, he is to provide this as an alternative to his Bid sum for consideration by the principal agent as a submission with his Bid. No alternatives will be accepted during the construction period unless prior approval at tender stage is granted in writing by the Principal Agent. Under no circumstances are the descriptions in the bills of quantities to be altered by the tenderer.</p> <p>Where a bill of quantities item includes "or other approved" within its description and the tenderer has priced a "or other approved" specification, the tenderer is to provide a schedule of all such bill items that have been priced as "or other approved" including the full details and specifications of the "or other approved" items priced. Should no schedule of "or other approved" items be received with the 'formal tender submission' from the tenderer it shall be deemed that the tenderer has priced the item as per the original specification in the tender documents and no alternative specifications will be accepted for the tendered rate.</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.</p> <p>Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.</p> <p style="text-align: right;">Carried to collection R</p>		

Item

R

c

The contractor shall execute work during "overtime" hours as necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Costs for the execution of this work under these conditions shall be included within the contract sum. (See requirements in terms of Clause B12.1.23 of these Preliminaries)

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C17.0 NATURE OF PROJECT IN RELATION TO PRICING

**Tenderers** are advised that the nature of this contract is such that the detail design will evolve in parallel with construction and the appointment of **selected / nominated sub-contractors** have not been concluded. Notwithstanding this, the rates and prices in the **bills of quantities** in the **tender** submission shall remain in full force and effect.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C18.0 COSTS OF CLAIMS

All costs incurred by the contractor in the preparation of claims to the satisfaction of the principal agent and/or quantity surveyor shall be borne by the contractor.

In furtherance of the above, the Contractor shall ensure that at least one dedicated, full-time, senior resource is allocated for the preparation of cost related information including but not limited to payment claims, cost reports, contractor cash flows, etc. Pricing will be deemed to be inclusive of this requirement

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C19.0 SATISFACTION OF CONTRACTOR AS TO SCOPE OF INSURANCES

Submission of a **tender** shall be deemed as acceptance by the **contractor** that he is satisfied with the scope of the insurances effected by the **employer**, supplemented by any additional insurances considered necessary by himself.

The **employer** warrants that the insurances effected by him shall remain in force for the duration stipulated in the **agreement**.

Any clarification of the scope of cover provided by the policies arranged by the **employer** should be obtained from the **employer's** representative.

The **contractor** warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this contract.

Where the **contractor** is responsible for the appointment of **nominated or selected sub-contractors** then the **contractor** shall :

1. Ensure that potential and appointed **sub-contractors** are aware of the whole content of clauses A8, A9, A10, A11 and A12.

2. Ensure the compliance of **sub-contractors** with these clauses where applicable. In the event of any occurrence which is likely to give rise to a claim under the insurances arranged by the employer, the contractor/sub-contractor shall:

Carried to collection R

Item		R	c
	<p>3. In addition to any statutory requirement or other requirements contained in the <b>agreement</b>, immediately notify the <b>employer's</b> insurance Brokers by telephone or telefax giving the circumstances, nature and an estimate of the loss or damage or liability;</p> <p>4. Complete a claims advice form, in conjunction with both the <b>principal agent</b> and the <b>employer</b> and return to the Insurance Brokers without delay;</p> <p>5. Assist as required, in negotiations of the settlement of claims with the insurers through the <b>employer's</b> Insurance Brokers.</p> <p>The <b>employer</b> shall have the right to make all and any enquiry on the site or elsewhere as to the cause and results of any such occurrence and the <b>contractor</b> shall give the <b>employer</b> and his insurers full facilities for carrying out such enquiries.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
C20.0	<p><b>COVID SAFETY AND COMPLIANCE</b></p> <p>The contractor is to price against this item for all requirements in respect of COVID prevention, management and compliance. In this regard, the following items must as a minimum be considered when pricing and will be deemed to be included in the rate entered against this item:</p> <p>a. COVID marshalls for the due enforcement of COVID policy. The required number of marshalls in order to effectively enforce COVID protocol is to be determined by the contractor in accordance with his programme of works. Marshalls are to be duly and effectively trained in the execution of their duties. In addition, marshalls must be provided with the relevant PPE and tools i.e. temperature readers, sanitiser etc. to carry out their designated function.</p> <p>b. COVID related PPE - the contractor is to ensure that an ample supply of COVID specific PPE is available to the site at all times. This shall include relevant disposable masks, sanitiser, gloves (if applicable), etc. These items shall be sufficient for the contractors own staff, sub-contractors and their staff, as well as the professional team and all visitors to the site.</p> <p>c. Sanitising of surfaces - a major infection risk remains the contamination of surfaces. With this in mind, the contractor will be required to sanitise all touch surfaces daily i.e. door and window handles, tools, plant controls, desks and other works surfaces, ablutions, kitchens and associated surfaces, etc.</p> <p>d. COVID testing - the contractor will be required to ensure that all employees (own and subcontractor) are tested for COVID prior to the commencement of work on site.</p> <p>e. Signage - the contractor shall provide and maintain COVID signage around the site and work areas.</p> <p>f. Isolation areas - the contractor shall provide and maintain isolation areas for suspected COVID cases amongst the workforce.</p> <p>g. Waste disposal - COVID related PPE is to be properly disposed of in demarcated areas and the contractor shall accordingly provide same facilities including marked bins, regular waste removal, etc.</p> <p>h. Transportation of employees - where employees are transported to site by the contractor, he shall ensure that transport arrangements support social distancing and COVID safety.</p> <p style="text-align: right;">Carried to collection R</p>		

Item		R	c
	<p>i. Programme effects - the contractor shall consider the effect of COVID compliance and regulations i.e. social distancing on his programme and shall ensure that costs related to this are included in this item.</p> <p>j. COVID Management - As part of OHS, the contractor shall ensure that COVID management and reporting are regular and accurate and that preventative or reactive measures are taken as required in order to ensure safety of all personnel on site.</p> <p>The above mentioned items represent the minimum expected requirements in respect of COVID management and compliance. Tenderers shall in addition price any and all other anticipated costs against this item as no further claims in this regard will be entertained.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
C21.0	<p><b>MATERIALS REQUIRED BY AMAFA</b></p> <p>Due to the age and historical significance of the Sundumbiii Magistrate Court, the facility may be under the control of AMAFA AKWAZULU NATAL, and may be listed heritage building. As such, and with particular reference to the demolition of existing structures, AMAFA will require that various items of historic value be retained by themselves. The Contractor is thus to price under this item (after having studied the drawings, bills of quantities and after having visited the site) for the storage of items for the duration of the contract in a secure environment free from the effects of the elements, and delivery of items to AMAFA head office - located in Pietermaritzburg (Refer to item B3.10 of these Preliminaries). Items that will be retained by AMAFA will include, but not limited to: joinery works throughout the building, floor tiles, timber floor blocks, roof tiles, plaster mouldings, doors and windows, ironmongery, etc.</p> <p>Fixed: _____ Value Related: _____ Time Related: _____</p>		
C22.0	<p><b>TRAFFIC AND MUNICIPAL REQUIREMENTS</b></p> <p>It will be required of the Contractor to obtain the necessary local authority permissions and clearances, and to make the necessary arrangements including the employment of specialist service providers and/or personnel in for traffic diversion, road closures etc. as required for timeous delivery of materials, etc. to site. The Bidder is to price for all necessary requirements under this item .</p> <p>In addition, the Contractor shall be responsible for the effective management of traffic into and out of the site for the duration of the contract and that order is generally maintained through the adequate deployment of resources including traffic cones, danger tape, temporary traffic barriers and consultation with a traffic specialist all to the approval of the principal agent</p> <p>Fixed: _____ Value Related: _____ Time Related: _____</p>		
	Carried to collection R		

Item

C23.0

**SOCIAL FACILITATOR**

Central to the construction phase of any project implementation, is the social facilitation function that ensures that there is coordination and linkage among the stakeholders who spread from national, provincial, and local municipalities, the project management team, contractors and communities. The aim of social facilitation is to ensure stakeholder buy-in and support of the projects not just through the temporary construction phase, but throughout the asset life cycle.

Social facilitation is one of the critical elements in the success of infrastructure projects as it ensures effective cooperation and facilitates coordination of role-players by creating a conducive environment for the smooth implementation across and beyond the implementation of the project cycle.

Drawing from the above, and with specific reference to this project, the Department of Public Works is committed to ensuring harmonious social relations with all stakeholders, including value-unlock for local communities and the general benefication of localities in which projects are implemented. The appointed Contractor shall therefore procure the services of an expert social facilitator, who shall be responsible for the following ;

- (a) Develop a social facilitation Implementation Plan as a reference document for the programme.
- (b) Utilise existing governance structures for easy implementation of the programme at all levels.
- (c) Facilitate stakeholder engagement both at management and stakeholder level.
- (d) Provide inputs to the Risk Management Plan.
- (e) Develop and manage the Communication Plan.
- (f) Provide input into the Monitoring and reporting tool for the projects.
- (h) Develop and apply conflict resolution mechanisms.
- (i) Craft and implement interventions and mitigation strategies.
- (j) Environmental scanning – scanning of the socio-economic environment relative to project details, dynamics, limitations and objectives
- (k) Identification of existing stakeholders and their respective roles as their roles affect and pertinent to the project.
- (l) Setting up the local governing structures, provide capacitation.
- (m) Ensure smooth decanting and benefication processes.
- (n) Manage and monitor risk.
- (o) Manage conflict resolution between stakeholders.
- (p) Formulate co-ordination of the strategies and the execution of the systems of regular reporting.
- (q) Promotion of partnerships between the districts, community structures, local, regional and national government, IAS etc.
- (r) Prepare documentation for proper handover of the projects once completed.
- (s) Ensure that all relevant legislation is complied with during project implementation.
- (t) To engage with communities and stakeholders on the new technologies to be used for the construction of new infrastructure going forward.

The Contractor shall procure (on condition of written approval and agreement by the client), manage, co-ordinate and assume overall contractual responsibility for all duties, acts or omissions of the appointed Social Facilitator

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Item		R	c
C24	<p><b>Power failures and/or load shedding</b></p> <p>The contractor shall not be entitled to a revision of the date for practical completion or any additional cost as a result of electric power failures and/or load shedding</p> <p>Fixed: _____ Value Related: _____ Time Related: _____</p> <p style="text-align: right;"><b>Item</b></p>		
C25	<p><b>COMMUNITY LIAISON OFFICER (CLO).</b></p> <p>UTILISATION OF A COMMUNITY LIAISON OFFICER.</p> <p>1. The Contractor shall allow for 2 x General Labour (GL) rate at the time of tender and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract.</p> <p>2. A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Fixed: _____ Value Related: _____ Time Related: _____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</b></p> <ol style="list-style-type: none"> <li>1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor</li> <li>2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.</li> <li>3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.</li> <li>4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.</li> <li>5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.</li> <li>6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.</li> <li>7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications.</li> <li>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</li> <li>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare and submit periodic reports as may be required by the Contractor from time to time.</li> </ol> <p style="text-align: right;">Carried to collection R</p>		



Item		R	c
	<p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate for the Community Liaison Officer (CLO), all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Formal Housing.</p> <p>Fixed: _____ Value Related: _____ Time Related: _____</p> <p style="text-align: right;">Item</p>		
C26.0	<p><b>Domestic Sub-Contractors</b></p> <p>Notwithstanding the relevant conditions of contract and amendments thereto in respect of domestic sub-contractors, it is a specific condition of this contract that should the contractor at any time subsequent to award of the contract elect to change or replace any specialist domestic sub-contractor in his employ, reasons for the change or replacement shall be furnished by the contractor to the principal agent, who shall, after performing a risk assessment of the proposed new specialist sub-contractor, reserve the right to reject the appointment of a new sub-contractor based on either the reasons put forward by the main contractor for removal of the previous sub-contractor, or due perceived risk as per the aforementioned risk assessment. The contractor shall be obliged to abide by the decision of the principal agent in this regard.</p> <p>Fixed: _____ Value Related: _____ Time Related: _____</p> <p style="text-align: right;">Item</p>		
C27.0	<p><b>CIDB BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal</b></p> <ul style="list-style-type: none"> <li>• The aim of indirect targeting for enterprise development is to promote enterprise development by providing for a minimum development contract participation goal (CPG) of five percent (5%) of the contract amount as defined in the Standard</li> <li>• The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's representative.</li> <li>• The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.</li> <li>• The lead partner or main contractor shall dedicate a minimum five percent (5%) of total project value to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts.</li> <li>• Provision for compliance with the aforementioned is to be made by the contractor under this item and it is explicitly pointed out that all requirements in respect of are deemed to be priced thereunder and no additional claims in this regard shall be entertained.</li> </ul> <p><u>C27.1 Criteria</u></p> <p>The main or lead partner of the successful bidder shall:</p> <p>(a) There must be a needs analysis carried out by the contractor for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;</p> <ul style="list-style-type: none"> <li>• Administrative and cost control systems</li> <li>• construction management systems and plans</li> <li>• planning, tendering and programming</li> <li>• business; technical; procurement skills</li> <li>• legal compliance</li> <li>• credit rating/history; financial loan capacity/history</li> <li>• contractual knowledge</li> </ul> <p style="text-align: right;">Carried to collection R</p>		

Item

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The contractor shall prepare a Development plan per targeted enterprise

(b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise

(c) The contractor shall appoint an enterprise development coordinator to:

- perform needs analysis on the targeted enterprise to identify developmental goals
- develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
- provide internal mentorship support to improve the targeted enterprise/s performance
- monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
- submit a project completion report to the Employer's representative for each targeted enterprise.

C27.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

C27.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C27.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration (ED104P).*

Carried to collection R

Item

R

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C27.6 The Key Personnel

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

C27.7 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

C27.8 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

C27.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

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The Needs Analysis the contractor shall perform on the targeted enterprise and or JV partner to identify the developmental goals shall be at a rate of R 5000 00 (Five Thousand rands) per targeted enterprise.

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The Monitoring and Interim reporting to be performed by the contractor as per the Standard at a rate of R 20 000 00 (Twenty Thousand Rands) per quarter

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The contractor shall submit the Completion report to the Employer's representative as per the Standard at a rate of R 5000 00 (Five Thousand Rands) per targeted enterprise

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Carried to collection R

Item

C28

**CIDB BUILD Programme: Minimum Targeted Contract Skills Development Goal (CSDG)**

- The contractor shall achieve or exceed in the performance of the Contract Skills Development Goal (CSDG).
- Failing to achieve the targeted Contract Skills Development Goal will result in a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT.
- The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and must be priced and added to the provision for training as provided for in the Preliminary and General section.

C28.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a 0.5% factor given in Table 2 in the Standard for the applicable class of construction works.

*Table 2: Contracting skills development goals for different classes of engineering and construction works contracts*

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

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and must be priced and added to the provision for training as provided for in this Preliminary and General.

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Carried to collection R

**Table 3: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
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 required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. 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 remeasuarable item.

(a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).

(b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.

(c) The successful contractor shall employ at least 60% from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.

(d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.

(e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.

(f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.

(g) One of the objectives of the project is to train (number to be confirmed by the Principal Agent) Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

#### C28.2 Management

(a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.

(b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.

(c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.

(d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.

Carried to collection R

Item

R

c

(e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.

(f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.

(g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.

(h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.

(i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.

(j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.

(k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.

(l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

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Item

Carried to collection R

Item

R

c

**C29 Minimum Targeted Local Material Manufacturer Contract Participation Goal**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The 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.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Preference shall be given to the Targeted Local Material Manufacturer where feasible in the iLembe District Municipality, Mandeni, KwaZulu-Natal, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least two percent (2%) of the original tender amount excluding VAT to be sourced from within 50km radius of the project site,
- (e) Material of at least eight percent (8%) of the original tender amount excluding VAT to be sourced from within 250km radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a thirty percent (30%) penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

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Item

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Item

R

c

**C30 Minimum Targeted Local Building Material Suppliers Contract Participation Goal**

The contractor shall use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved 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..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Preference shall be given to the local material suppliers where feasible in the iLembe District Municipality, Mandeni, KwaZulu-Natal, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least 2% of the original tender amount excluding VAT to be sourced from within 50km of the project site,
- (e) Material of at least 8% of the original tender amount excluding VAT to be sourced from within 250km of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a thirty percent (30%) penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

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Item

Carried to collection R



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R

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**C31 Minimum Targeted Local Labour Skills Development Contract Participation Goal**

The contractor shall enhance the use of local labour in executing this contract. The contractor is required to use of both traditional building techniques and labour-intensive construction techniques carefully and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved 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.

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **Insert Ward/s, iLembe District Municipality, Mandeni, KwaZulu-Natal** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **924 days** working days (42 months). The minimum CPG participation for Targeted Local Labour Skills Development is **thirty percent (30%)**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

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Item

Carried to collection R

**PRELIMINARIES COLLECTION**

	<b>Page</b>	<b>R</b>	<b>c</b>
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
	27		
	28		
	29		
	30		
	31		
	32		
	33		
	34		
	35		
	36		
	Carried forward		

	R	c
Brought forward		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
<b>SECTION 1</b>		
<b>PRELIMINARIES</b>		
<b>CARRIED TO FINAL SUMMARY</b>	<b>R</b>	
<b>SUBTOTALS:</b>		
Category: Fixed R		
Category: Value R		
Category: Time R		