



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER

FOR

**KURUMAN MAGISTRATE'S OFFICE: REPAIRS AND
RENOVATIONS**

DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE
KIMBERLEY REGIONAL OFFICES
PRIVATE BAG X5002
KIMBERLEY
8301

PROJECT MANAGER

T. GAXELA

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	KURUMAN MAGISTRATE'S OFFICE: REPAIRS AND RENOVATIONS
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Tender no:	KIM07/2024	Reference no:	19/2/4/2/2/2329/79
Advertising date:	05 July 2024	Closing date:	26 July 2024
Closing time:	11h00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **6 GB** or **6 GB*** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **6 GB PE** or **6 GB PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
1. Management 1 The contractor to provide reference letters for previous projects of similar nature (GB) undertaken and completed successfully which must be accompanied with a completion certificate signed by Principal Agent / Project Manager/ Client as proof. Only projects of 3 Million and above per project to be considered within the last 10 years. 05 projects and above =5 03 projects and above =3 01 project and above =1	30
2. Management 2 Contractor to provide a staffing resources e.g. CV for Site supervisor/ Foreman / Site Manager with Tertiary qualification in Built Environment and experience of, 8 years experience or more in a building environment = 5 points 7 years experience in a building environment = 4 points 6 years experience in a building environment = 3 points 5 years experience in a building environment = 2 points	10

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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

3. Work Force Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of certified copy of ID only will be 0) Sub Criteria Plumbing 3 plumbers and above = 5 points 2 plumbers = 4 points 1 plumber = 3 points	15
4. Work Force Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of certified copy of ID only will be 0) Sub Criteria Electrical 2 Electricians and above 5 Points 1 Electrician 2points	15
5. Work Force Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of certified copy of ID only will be 0) Sub Criteria Painters 3 Painters and above = 5 points 2 Painters = 4 points 1 Painters = 3 points	15
6. Financial Credibility: Contractor to provide bank rating from Banking Institute to justify credit risk not older than 1 month from the date of the advert. Sub Criteria: Credit Rating of "A" =05 points Credit Rating of "B" =04 points Credit Rating of "C" =03 points Credit rating of "D" =0	15
Total	100 Points

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:

50

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

insert motivation (if the provided space is not enough attach a memorandum)

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)

☒ Method 2 (Financial and Preference offer)

3.1. Indicate which preference points scoring system is applicable for this bid:

☒ 80/20

Preference points scoring system

☐ 90/10

Preference points scoring system

☐ Either 80/20 or 90/10

Preference points scoring system

4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. Bidders to familiarise themselves with the site conditions
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria
13	<input type="checkbox"/>	Specify other responsiveness criteria

14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:



5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent.

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

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5. <input type="checkbox"/>	OR			Or <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
		An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration

will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address no 21-23 Market Square Kimberley 8300. A non-refundable bid deposit of R 500 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	Kuruman Magistrate Court		
Virtual meeting link:	N/A		
Date:	12th July 2024	Starting time:	10h00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Thandie Gaxela	Telephone no:	053 868 5365
Cellular phone no	082 907 7376	Fax no:	
E-mail	Thandie.gaxela@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Gail Aysen	Telephone no:	053 838 5221
Cellular phone no	082 733 2103	Fax no:	
E-mail	Gail.Aysen@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8301 Attention: Procurement section: Room Security	OR	Deposited in the tender box at: no 21-23 Market Square Old Magistrate building Kimberley insert room no
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DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	KURUMAN MAGISTRATE'S OFFICE: REPAIRS AND RENOVATIONS		
Tender no:	KIM07/2024	Reference no:	19/2/4/2/2/2329/79

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Kuruman Magistrate's Office Repairs and Renovation to the existing building.

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer.***

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

<p>Company or Close Corporation:</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number:.....</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number:.....</p>
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AND WHO IS (if applicable):

Trading under the name and style of:
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*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



Tender no: KIM07/2024

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents ☐
The official alternative ☐
Own alternative (only if documentation makes provision therefore) ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- | | |
|--|--|
| (1) cash deposit of 10 % of the Contract Sum (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

of Offer and Acceptance

Tender no: KIM07/2024

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Page 3 of 4

For Internal & External Use

Effective date 20 September 2021

Version 2021/01



Tender no: KIM07/2024

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	KURUMAN MAGISTRATE'S OFFICE: REPAIRS AND RENOVATIONS		
Tender / quotation no:	KIM07/2024	Closing date:	26 July 2024
Advertising date:	05 July 2024	Validity period:	84 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no: **KIM07/2024**

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	KURUMAN MAGISTRATE'S OFFICE: REPAIRS AND RENOVATIONS		
Tender / Quotation no:	<i>KIM07/2024</i>	Reference no:	<i>19/2/4/2/2/2329/79</i>
Closing date:	<i>26 July 2024</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **12th July 2024**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Thandie Gaxela		
Name of DPW Representative	Signature	Date

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	KURUMAN MAGISTRATE'S OFFICE: REPAIRS AND RENOVATIONS		
Tender no:	KIM07/2024	Reference no:	19/2/4/2/2/2329/79

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by *all* the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

- B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____
be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none">ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
----	--	---	---

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none">SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none">Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none">Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none">Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none">Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none">SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	owned by black women (mandatory)		
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: KIM07/2024

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

Tender no: KIM07/2024

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-03 (EC): TENDER DATA

Project title:	KURUMAN MAGISTRATE'S OFFICE: REPAIRS AND RENOVATIONS
Reference no:	19/2/4/2/2/2329/79

Tender / Quotation no:	KIM07/2024	Closing date:	26 July 2024
Closing time:	11h00	Validity period:	12 Weeks (84 Calendar days)

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

Tender no: KIM07/2024

C.1.4	The Employer's agent is:	
	Name:	Thandie Gaxela
	Capacity:	Departmental Project Manager
	Address:	Old Magistrate Building 21-23 Market Square Kimberly
	Tel:	0538385365/ 0829077376
	Fax:	n/a
	E-mail:	Thandie.gaxela@dpw.gov.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 6 GB or 6 GB** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 6 GB or 6 GB** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 6 GB or 6 GB** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Not applicable</p>	

Tender no: KIM07/2024

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality Criteria	Weighting Factor
1. Management 1 The contractor to provide reference letters for previous projects of similar nature (GB) undertaken and completed successfully which must be accompanied with a completion certificate signed by Principal Agent / Project Manager/ Client as proof. Only projects of 3 Million and above per project to be considered within the last 10 years. 05 projects and above =5 03 projects and above =3 01 project and above =1	30
2. Management 2 Contractor to provide a staffing resources e.g. CV for Site supervisor/ Foreman / Site Manager with Tertiary qualification in Built Environment and experience of, 8 years experience or more in a building environment = 5 points 7 years experience in a building environment = 4 points 6 years experience in a building environment = 3 points 5 years experience in a building environment = 2 points	10
3. Work Force Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of certified copy of ID only will be 0) Sub Criteria Plumbing 3 plumbers and above = 5 points 2 plumbers = 4 points 1 plumber = 3 points	15
4. Work Force Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of certified copy of ID only will be 0) Sub Criteria Electrical 2 Electricians and above 5 Points 1 Electrician 2points	15
5. Work Force Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of certified copy of ID only will be	15

Sub Criteria Painters 3 Painters and above = 5 points 2 Painters = 4 points 1 Painters = 3 points	
6. Financial Credibility: Contractor to provide bank rating from Banking Institute to justify credit risk not older than 1 month from the date of the advert. Sub Criteria: Credit Rating of "A" =05 points Credit Rating of "B" =04 points Credit Rating of "C" =03 points Credit rating of "D" =0	15
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.

			Or
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder <p>Or</p>

			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted in bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 	
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>	
	OR				
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

Tender no: KIM07/2024

E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

E.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

Tender no: KIM07/2024

	<ol style="list-style-type: none"> 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. <p>Criterion 3: Suitably qualified and appropriately experienced human resources</p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p>E.2 Commercial risks:</p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

Tender no: KIM07/2024

C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	<p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.</p>
C.2.13.6 C.3.5	<p>A two-envelope procedure will not be followed.</p>
C.2.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
C.2.16	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
C2.16.3	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
C.2.19	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: Old Magistrate Building 21-23 Market Square Kimberly</p>
C.3.8	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

Tender no: KIM07/2024

C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.



public works
& infrastructure

Department:

Public Works and Infrastructure

REPUBLIC OF SOUTH AFRICA

**PRELIMINARIES
FOR INCLUSION IN
BILLS OF QUANTITIES AND
LUMP SUM DOCUMENTS
BASED ON THE
JBCC EDITION 6.2 - MAY 2018
DOCUMENTATION**

20 JULY 2022

NOTES TO CONSULTANT QUANTITY SURVEYORS / PROJECT MANAGERS

PRELIMINARIES

The attached pro-forma Preliminaries which are to be inserted in the Bills of Quantities / Lump Sum Document, are to be dealt with as follows:

Section A

Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement (Edition 6.2 - May 2018), as well as those clauses that have been changed in Clause B18.0 of the Contract Data for Organs of State and other Public Sector Bodies

Section B

Section B lists the clauses of and refers directly to the JBCC General Preliminaries (May 2018)

Section C

Section C contains specific preliminary items. All items must be scrutinised and any item which is not appropriate must be marked N/A (Not Applicable)

Any new items which may be necessary for a particular service must be inserted at the end of Section 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 to be read in conjunction with the **Contract Data** issued with the tender.

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 abovementioned 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)

PRICING OF BILLS OF QUANTITIES

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

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

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, 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.

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

A2.0 LAW, REGULATIONS AND NOTICES

Clause 2.0

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

A3.0 OFFER AND ACCEPTANCE

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]

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

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

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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 material and 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 discrepancy between the drawings and Bills of Quantity, 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

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

Item

A6.0

EMPLOYER'S AGENTS

Clause 6.0

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, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12

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

Item

A7.0

DESIGN RESPONSIBILITY

Clause 7.0

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

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

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

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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

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

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.

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

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:**Hi 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.

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 dispute 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

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

Item

A11.0

SECURITIES

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

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

Add the following as Clause 11.11:

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).

Add the following as Clause 11.13.2:

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.

Add the following as Clause 11.17:

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).

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

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

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:**SECTION 1: PRELIMINARIES (SECTION A)**

Each Item Carried to Collection

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]

Offices

The **contractor** shall provide, maintain and remove on completion of the **works** an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, 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]

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

Item

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]

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

Item

A13.0 SETTING OUT

Clause 13.0

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

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

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

Item

A15.0 SELECTED SUBCONTRACTORS

Clause 15.0

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

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

Item		R	c
	<p>15.1.5 No Clause</p> <p>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</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1</p> <p>F:..... V:..... T:.....</p>		
A16.0	<p>DIRECT CONTRACTORS</p> <p>Clause 16.0</p> <p>F:..... V:..... T:.....</p>	Item	
A17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>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</p> <p>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.</p> <p>F:..... V:..... T:.....</p>	Item	
A18.0	<p>COMPLETION</p> <p>INTERIM COMPLETION</p> <p>Clause 18.0</p> <p>F:..... V:..... T:.....</p>	N/A	-
A19.0	<p>PRACTICAL COMPLETION</p> <p>Clause 19.0</p> <p>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</p> <p>Add the following as Clause 19.8: WORKS COMPLETION</p> <p>(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.</p> <p>(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:</p> <p>(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a</p>		

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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).

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

Item

A20.0 COMPLETION IN SECTIONS

Clause 20.0

Add the following as Clause 20.2.1.A

A certificate of Works Completion [19.8]

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

Item

A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

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]

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

Item

A22.0 LATENT DEFECTS LIABILITY PERIOD

Clause 22.0

22.3.2 No Clause

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

Item

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

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

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

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]

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

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

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

Replace Clause 25.6 with the following:

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

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 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

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

Item

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

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 sixty (60) working days of the date of practical completion

Ref Clause 6.7 [CD] – Clause 26.12

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

	<div>F:..... V:..... T:.....</div> <div>Item</div>	
A27.0	<div>RECOVERY OF EXPENSE AND/OR LOSS</div> <div> <div>Clause 27.0</div> <div> <div>Replace Clause 27.1.2 with the following:</div> <div>Interest due to late payment only</div> <div>Replace Clause 27.1.4 with the following:</div> <div>Interest due to late payment only</div> <div>27.1.5 No Clause</div> <div> <div>Replace Clause 27.5 with the following:</div> <div>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</div> <div> <div>Add the following as Clause 27.6:</div> <div>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</div> </div> </div> </div> <div>F:..... V:..... T:.....</div> <div>Item</div> </div>	
A28.0	<div>SUSPENSION AND TERMINATION</div> <div> <div>SUSPENSION BY THE CONTRACTOR</div> <div> <div>Clause 28.0</div> <div> <div>28 No Clause</div> <div>28.1 No Clause</div> <div>28.1.1 No Clause</div> <div>28.1.2 No Clause</div> <div>28.1.3 No Clause</div> <div>28.1.4 No Clause</div> <div>28.1.5 No Clause</div> <div>28.2 No Clause</div> <div>28.3 No Clause</div> <div>28.4 No Clause</div> </div> </div> <div>F:..... V:..... T:.....</div> <div>Item</div> </div>	
A29.0	<div>TERMINATION</div> <div> <div>Clause 29.0</div> <div> <div>Add the following as Clause 29.1.4:</div> <div>The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</div> </div> </div> <div>F:..... V:..... T:.....</div> <div>Item</div>	

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.

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

SECTION 1: PRELIMINARIES (SECTION A)**Each Item Carried to Collection**

29.27 No Clause

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

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

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

Item

Item

R

C

SECTION 1: PRELIMINARIES (SECTION A)

Effective date: 20 July 2022

Each Item Carried to Collection

Version 2022/04

Item		R	c
	SECTION B: GENERAL PRELIMINARIES		
B1.0	DEFINITIONS AND INTERPRETATION		
B1.1	Definitions		
	F:..... V:..... T:.....	Item	
B1.2	Interpretation		
	F:..... V:..... T:.....	Item	
B2.0	DOCUMENTS		
B2.1	Checking of documents		
	F:..... V:..... T:.....	Item	
B2.2	Provisional bills of quantities		
	F:..... V:..... T:.....	Item	
B2.3	Availability of construction information		
	F:..... V:..... T:.....	Item	
B2.4	Ordering of materials and goods		
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B3.0	PREVIOUS WORK AND ADJOINING PROPERTIES		
B3.1	Previous work - dimensional accuracy		
	F:..... V:..... T:.....	Item	
B3.2	Previous work - defects		
	F:..... V:..... T:.....	Item	
B3.3	Inspection of adjoining properties		
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B4.0	THE SITE		
B4.1	Handover of site in stages		
	F:..... V:..... T:.....	Item	
B4.2	Enclosure of the works		
	F:..... V:..... T:.....	Item	
B4.3	Geotechnical and other investigations		
	F:..... V:..... T:.....	Item	
B4.4	Encroachments		
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SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

Item		R	c
B4.5	Existing premises occupied F:..... V:..... T:.....	Item	
B4.6	Services - known F:..... V:..... T:.....	Item	
B5.0	MANAGEMENT OF CONTRACT		
B5.1	Management of the works F:..... V:..... T:.....	Item	
B5.2	Progress meetings F:..... V:..... T:.....	Item	
B5.3	Technical meetings F:..... V:..... T:.....	Item	
B6.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS		
B6.1	Samples of materials F:..... V:..... T:.....	Item	
B6.2	Workmanship samples F:..... V:..... T:.....	Item	
B6.3	Shop drawings F:..... V:..... T:.....	Item	
B6.4	Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
B7.0	DEPOSITS AND FEES		
B7.1	Deposits and fees F:..... V:..... T:.....	Item	
B8.0	TEMPORARY SERVICES		
B8.1	Water F:..... V:..... T:.....	Item	
B8.2	Electricity F:..... V:..... T:.....	Item	
B8.3	Ablution and welfare facilities F:..... V:..... T:.....	Item	

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

Item		R	c
B8.4	Communication facilities F:..... V:..... T:.....	Item	
B9.0	PRIME COST AMOUNTS		
B9.1	Responsibility for prime cost amounts F:..... V:..... T:.....	Item	
B10.0	ATTENDANCE ON SUBCONTRACTORS		
B10.1	General attendance The contractor shall at his own expense provide the following general attendance on the subcontractors : Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the contractor 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 The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials The use of erected scaffolding belonging to the contractor , in common with others having the like right, while it remains erected on the site The use, at reasonable times by arrangement of the contractor's erected hoisting equipment F:..... V:..... T:.....	Item	
B10.2	Special attendance F:..... V:..... T:.....	Item	
B11.0	GENERAL		
B11.1	Protection of the works F:..... V:..... T:.....	Item	
B11.2	Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	
B11.3	Security of the works F:..... V:..... T:.....	Item	
B11.4	Notice before covering work F:..... V:..... T:.....	Item	

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

Item		R	c
B11.5	Disturbance The contractor shall keep the site , structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent F:..... V:..... T:.....	Item	
B11.6	Environmental disturbance F:..... V:..... T:.....	Item	
B11.7	Works cleaning and clearing F:..... V:..... T:.....	Item	
B11.8	Vermin F:..... V:..... T:.....	Item	
B11.9	Overhand work F:..... V:..... T:.....	Item	
B11.10	Tenant installations F:..... V:..... T:.....	Item	
B11.11	Advertising F:..... V:..... T:.....	Item	

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0 CONTRACT DRAWINGS

* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or lump sum document

* 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 **works** and the manner in which they are to be executed

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

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 **principal agent**

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

Item

C2.0 PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and 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

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 **bills of quantities** / lump sum document

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

Item

C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities** / 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 **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

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

Item

C4.0 IMPORTED MATERIALS AND EQUIPMENT

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)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the

SECTION 1: PRELIMINARIES (SECTION C)
Collection

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price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

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

Item

C5.0 VIEWING THE SITE IN SECURITY AREAS

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

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

Item

C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

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

Item

C7.0 ENTRANCE PERMITS TO SECURITY AREAS

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

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

Item

C8.0 SECURITY CHECK OF PERSONNEL

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

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

Item

C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

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

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

Item

C10.0 HIV/AIDS AWARENESS

SECTION 1: PRELIMINARIES (SECTION C) Collection

Each Item Carried to

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / 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

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 25.0 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

C10.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

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

C10.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

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

C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

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

C10.4 ACCESS TO CONDOMS

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

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

C10.5 MONITORING

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

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

SECTION 1: PRELIMINARIES (SECTION C) Collection

Each Item Carried to

C11.0	<p>OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>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)</p> <p>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</p> <p>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</p> <p>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</p> <div> <div>F:..... V:..... T:.....</div> <div>Item</div> </div>
C12.0	<p>EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <div> <div>F:..... V:..... T:.....</div> <div>Item</div> </div>
C13.0	<p>IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</p>

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

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

Item

**SECTION 1
PRELIMINARIES
COLLECTION**

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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS, ETC (PROVISIONAL)</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the principal agent.</p> <p><u>Description and Preambles</u></p> <p>Reference shall be made to other trades and preambles for preambles and full description of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described.</p> <p><u>General</u></p> <p>In taking down and removing existing work, the utmost care shall be observed to prevent any structural or other damages to the remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensue the stability of all structures during the alteration work.</p>			
	Carried to Collection		R	
	<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 1</p> <p>ALTERATIONS</p>			

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The Contractor shall cover up and protect from injury or damage all work not removed and shall make good at his own expense any damage that may occur. Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Representative/Agent if any disconnection or alterations become necessary. Water supply pipes, drains, and other services that may be encountered and found necessary to disconnect or cut, are to be effectively stopped off and any necessary new connections made with and including the proper fittings to the satisfaction of the Representative /Agent, to whom due notice shall be given of all alterations to existing services.

The Contractor shall take all precautions necessary to prevent any nuisance from dust whilst carrying out the work.

All dimensions given in this Bill are approximate dimensions and shall be checked on site before ordering any materials or items. No claims in this regard will be entertained

Materials from the Alterations

Materials to be recovered from the alterations (except where described as to be re-used or to be handed over to the Employer) will become the property of the Contractor, who may allow credit in respect thereof where provided for in the "Final Summary". Such material shall not be re-used in new work without the written permission of the Representative / Agent.

Carried to Collection

R

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Materials described as "removed" shall be removed from site immediately.

Materials described as "hand over to the Employer", shall be carefully dismantled where necessary, neatly stored under cover on site where directed and protected from damage, until required..

Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or refixing shall be made good at the Contractor's expense.

Materials described as "hand over to the Employer", shall be carefully dismantled where necessary, neatly stored under cover on site where directed and protected from damage, until required..

Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or refixing shall be made good at the Contractor's expense.

Disposal of Debris, etc.

The Contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations.

Making Good Damaged Work

The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match existing.

Carried to Collection

R

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	<p><u>Forming New Openings or Altering Openings in Existing Walls.</u></p> <p>Where new openings are formed or openings altered in existing walls, the wall above the opening shall be broken out and a new brick, in-situ concrete or prestressed concrete lintel inserted, complete with all necessary reinforcement, formwork, turning piece, etc., the jambs and portions of openings as described shall be built up with new brickwork or blockwork properly toothed and bonded to existing, cavities of hollow walls shall be built solid where necessary and finishes shall be made good all round and into reveals as described.</p> <p><u>Building up Openings</u></p> <p>Where exiting openings are given in number as built up, the existing surfaces all round shall be prepared as necessary, brickwork or blockwork properly toothed and bonded to existing, wedged up to underside of existing lintel and finishes shall be made good on both sides as described.</p>			
2/1/1	In taking down and removing existing work, the utmost care shall be taken to avoid any structural or other damage to the remaining portions of the building. The contractor shall cover up and protect from injury all work not removed and shall make good at his own expense any damage that may occur.	Item		
2/1/2	Provide, erect and remove when directed all temporary roof coverings, tarpaulins, dust- and weather proof screens and barriers that may be necessary as protection against inclement weather or other damage to the Architect's satisfaction.	Item		
2/1/3	Prices for demolition of any portion of the structure shall include for its demolition complete with all surface finishes such as plaster, screeds, etc., all attached items of joinery such as skirtings, etc., and all reinforcement, conduit pipes, lintels, etc., built into that portion of the structure including the carting away of all rubble, debris, etc..	Item		
2/1/4	Removal of and alterations to the Electrical and Mechanical installations shall be executed by Specialists.	Item		
Carried to Collection			R	
Section No. 2 BUILDING WORK Bill No. 1 ALTERATIONS				

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2/1/5	All demolition work is to be carried out in accordance with the Local By-laws and to requirements of the Local Health Authorities.		Item		
	<u>Temporary barriers, screens, etc including removal (Provisional)</u>				
2/1/6	Dust screen 2700mm high between concrete floor and ceiling formed of suitable timber framing with 500micron polyethylene sheeting stapled on including corners, ends, etc	m	60		
	<u>REMOVAL OF EXISTING WORK</u>				
	<u>Breaking down and removing brickwork etc</u>				
2/1/7	One brick wall	m2	19		
	<u>Breaking down and removing precast concrete and prepare walls to receive new aluminium windows (elsewhere measured)</u>				
2/1/8	300mm Wide precast window cills	m	8		
	<u>Taking out and removing doors, windows, etc from brickwork to be demolished</u>				
2/1/9	Timber single door and frame size 900 x 2 100mm high	No	2		
2/1/10	Glazed steel window size 490 x 460mm high overall	No	1		
2/1/11	Glazed steel window size 490 x 650mm high overall	No	1		
	<u>Taking out doors, etc. with and including ironmongery</u>				
2/1/12	Glazed steel window 1 900 x 1 000mm high overall	No	1		
	<u>Taking out and removing doors, windows, etc including lintels, sills, etc and building up openings in brick walls with cement plaster on both sides</u>				
2/1/13	Timber single door and frame 813 x 2 032mm high overall from one brick wall	No	1		
2/1/14	Glazed steel window 900 x 650mm high from 230mm brick wall	No	1		
Carried to Collection				R	
Section No. 2 BUILDING WORK Bill No. 1 ALTERATIONS					

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	<u>Taking out and removing glass and mirrors</u>				
2/1/15	Glass from steel windows including cleaning out rebates and preparing for new glass	m2	3		
	<u>Taking out and removing ironmongery</u>				
2/1/16	Locks from doors	No	53		
	<u>Taking out and removing sundry joinery work</u>				
2/1/17	Timber skirtings including 19mm quadrant beads from brickwork	m	206		
	<u>Taking out and removing joinery fittings etc</u>				
2/1/18	Timber floor cupboard 1 200 x 320 x 600mm high	No	1		
2/1/19	Timber floor cupboard 2 800 x 550 x 900mm high	No	1		
	<u>Taking up and removing floor coverings</u>				
2/1/20	Carpet floor covering including preparing floors for new screed (new screed elsewhere measured)	m2	294		
2/1/21	Ceramic floor tiles and preparing floors for new screed (new screed elsewhere measured)	m2	284		
	<u>Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing concrete or brick surfaces for new screed, plaster or tile finishes</u>				
2/1/22	240 x 240mm Ceramic wall tiles	m2	9		
	<u>Taking out and removing joinery fittings</u>				
2/1/23	Allow for the removal of benches and docks as directed by the Principal agent (The tenderer is advised to visit the site and familiarise themselves with this item)		Item		
	<u>Taking down and removing ceilings, partitions, etc</u>				
2/1/24	Gypsum plasterboard ceilings including cornices, timber bandering, etc	m2	515		
	<u>Taking out and removing glass and mirrors</u>				
2/1/25	Mirrors screwed on walls	No	10		
Carried to Collection				R	
Section No. 2 BUILDING WORK Bill No. 1 ALTERATIONS					

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	<u>Taking out and removing sanitary fittings, etc including disconnecting from piping, prepare to receive new fitting (elsewhere) and making good all finishes disturbed</u>				
2/1/26	Vitreous china wash hand basin	No	10		
2/1/27	Vitreous china WC pan with low level cistern	No	8		
2/1/28	Vitreous china wall hung urinal with flush valve	No	3		
2/1/29	150mm Geyser	No	3		
2/1/30	Stainless steel sink	No	1		
	<u>Taking out and removing rainwater disposal accessories etc</u>				
2/1/31	100 x 125mm Eaves gutters	m	126		
2/1/32	75mm Diameter down pipes pipes	m	39		
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc</u>				
2/1/33	Plaster from external walls	m2	575		
2/1/34	Concrete floors	m2	664		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>				
2/1/35	Concrete roof tiles	m2	416		
2/1/36	Concrete ridge coverings	m	132		
2/1/37	75 x 50mm Timber damaged purlins	m	1 919		
2/1/38	225 x 20mm Fascia boards and badge boards	m	191		
	<u>Taking out and removing roof and setting aside and refixing</u>				
2/1/39	Concrete roof tiles from timber battens	m2	278		
	Carried to Collection			R	
	Section No. 2 BUILDING WORK Bill No. 1 ALTERATIONS				

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	<u>Service existing roofs, floors, paneling, ceilings, etc</u>				
2/1/40	Check existing timber ceilings at eaves, replace damaged battens and leave in good working condition	m2	423		
	<u>Service existing windows, doors and frames</u>				
2/1/41	Allow for checking and servicing of timber doors, sand down where necessary including preparing doors for new varnish (elsewhere measured) and leave in good working condition	No	34		
2/1/42	Allow for checking and servicing of timber door frame including replacing damaged striking plates, lubricate hinges with an approved lubricant where necessary and leave in good working condition	No	34		
2/1/43	Allow for checking and servicing of steel door frame including replacing or lubricating hinges with an approved lubricant where necessary and leave in good working condition	No	13		
2/1/44	Allow for checking and servicing of steel window frame including replacing broken stays, clips and damaged putty and leave in good working condition	No	52		
2/1/45	Allow for checking and servicing of cell doors including replacing damaged locking mechanism, hinges and leave in good working condition	No	5		
	<u>Service existing metal sundries</u>				
2/1/46	Check and service entrance single gate replace locking mechanism, bottom tracks if necessary and leave in good working condition	No	1		
2/1/47	Check and service double gate size 5700 x 3000mm replace locking mechanism, bottom tracks if necessary and leave in good working condition	No	1		
	<u>Taking out and removing glass and mirrors</u>				
2/1/48	Glass from steel windows including cleaning out rebates and preparing for new glass	m2	2		
	<u>Repair to existing work, etc</u>				
2/1/49	Remove and re-install existing double door size 2050 x 3500mm high from timber door frames and make to open outward as per Architectural instruction	No	1		
Carried to Collection					R
Section No. 2 BUILDING WORK Bill No. 1 ALTERATIONS					

REPAIRS AND RENOVATIONS

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KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 2</u></p> <p><u>FOUNDATION (PROVISIONAL)</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE</u> : Tenderers are advised to study the "Specification of Materials and Methods to be used" (00G-001E) before pricing this bill</p> <p><u>NOTE</u> : Unless otherwise stated herein all items in this bill shall be deemed to fall into Work Group No. 104 for Haylett Formula purposes</p> <p><u>NOTE</u> : All excavations are measured as being in "earth" and/or filling compacted to 98% modified AASHTO density</p> <p>Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated material caused by the contractor's method of operation.</p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and for bulking.</p>			
	Carried to Collection		R	
	<p>Section No. 2 BUILDING WORK Bill No. 2 FOUNDATIONS</p>			

NOTE : Working space for formwork to sides of all concrete, except columns, shall be measured only where the concrete face is less than 750mm from the face of the measured excavations.

Working space for formwork to sides of columns shall be measured for the width of the column face only where both:

the top of the column base is more than 1,5m below the commencing level of the excavations and

the column face is less than 500mm from the face of the measured excavations.

No claim shall be considered for any working space for formwork to concrete other than as above described or for working space beyond the sides of trench excavations for the building of brick or block walls.

Descriptions of excavations for working space shall be deemed to include for any additional risk of collapse so incurred and for the returning and compacting of the excavated material as described.

REMOVAL OF EXISTING WORK

Breaking up and removing mass concrete

2/2/1	Steps	m3	0.4
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Breaking down and removing paving etc

2/2/2	50mm Paving blocks	m2	40
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EARTHWORKS

Excavate in earth not exceeding 2m deep below natural, elevated or reduced ground level for

2/2/3	Surface trenches	m3	5
2/2/4	Reduced level under floors	m3	3

Carried to Collection

R

Section No. 2
BUILDING WORK
Bill No. 2
FOUNDATIONS

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

	<u>Extra over trench, under floors and hole excavations in earth for excavation in</u>			
2/2/5	Soft rock	m3	1	
2/2/6	Hard rock	m3	0.3	
	<u>Risk of collapse of excavations</u>			
2/2/7	Risk of collapse of sides of excavations for trenches and holes from natural, elevated or reduced ground level to not exceeding 1,5m deep	m2	15	
	<u>Keeping excavations free of water</u>			
2/2/8	Allow for keeping all excavations free from water and mud.		Item	
	<u>Extra over all excavations for carting away</u>			
2/2/9	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1	
	<u>FILLING</u>			
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u>			
2/2/10	Backfilling from the excavations to trenches and holes compacted to 90% modified AASHTO density	m3	1	
	<u>Approved selected earth filling supplied by the contractor and brought onto site under surface beds etc</u>			
2/2/11	150mm layers of selected G5 gravel material imported from commercial sources compacted to 93% modified AASHTO density	m3	4	
	<u>Coarse river sand filling supplied by the contractor</u>			
2/2/12	Under trenches etc	m3	6	
	<u>PROTECTION AGAINST TERMITES</u>			
	Carried to Collection			
	Section No. 2 BUILDING WORK Bill No. 2 FOUNDATIONS			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

<u>Chlordane / Aldrin or equal approved poison including 50mm sand topping over poisoned areas</u>			
2/2/13	Poisoning surface of ground or filling under floors, steps, etc. including raking out 75mm deep V-shaped channels against the walls, etc., treated with poison solution, backfilling and ramming	m2	9
2/2/14	Poisoning surface of ground in bottoms of trenches, bases, etc	m2	6
<u>Compaction of surfaces</u>			
2/2/15	Compaction of ground in surfacebed in layers of 150mm thick, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m2	9
2/2/16	Compaction of ground in trenches in layers of 150mm thick, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m2	6
<u>TESTS</u>			
2/2/17	Tests to determine the degree of compaction, etc. of ground or filling	No	2
<u>BRICKWORK</u>			
<u>Brickwork of NFP bricks in Class I mortar in foundations</u>			
2/2/18	230mm Brick wall	m2	5
<u>REINFORCED CONCRETE</u>			
<u>Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 25MPa at 28 days</u>			
2/2/19	Strip footings	m3	2
<u>REINFORCEMENT (PROVISIONAL)</u>			
Carried to Collection			R
Section No. 2 BUILDING WORK Bill No. 2 FOUNDATIONS			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

	<u>Brick reinforcement</u>				
2/2/20	Brick reinforcement 150mm wide built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	15		
	<u>Rod reinforcement</u>				
2/2/21	Allow for steel reinforcement	t	0.50		
Carried to Collection					
Section No. 2 BUILDING WORK Bill No. 2 FOUNDATIONS					R

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 3</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	Note:			
	E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used			
	NOTE: Tenderers are advised to study the Preambles for Trades before pricing this bill			
	<u>REINFORCED CONCRETE</u>			
	<u>Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 25MPa at 28 days</u>			
2/3/1	Surfacebed	m3	1	
	<u>CONCRETE TEST CUBES</u>			
2/3/2	Prepare set of three 150 x 150 x 150mm concrete strength test cubes, label and send to an approved laboratory for testing, pay all charges and submit report to the Regional Representative. Only successful tests will be paid for (Provisional)	No	2	
	<u>Finishing top surfaces of concrete to a non-slip finish with power float finish</u>			
2/3/3	Surface beds, slabs, etc	m2	9	
	<u>REINFORCEMENT</u>			
	<u>Mesh reinforcement</u>			
2/3/4	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	9	
	Carried to Collection			
	Section No. 2			
	BUILDING WORK			
	Bill No. 3			
	CONCRETE, FORMWORK AND REINFORCEMENT			

R

<p><u>MOVEMENT JOINTS ETC</u></p> <p><u>Expansion joints with bitumen impregnated softboard between vertical concrete surfaces</u></p> <p>2/3/5 10mm Joints not exceeding 300mm wide between concrete and brickwork</p> <p>m</p> <p>1</p> <p>Carried to Collection</p> <p>Section No. 2 BUILDING WORK Bill No. 3 CONCRETE, FORMWORK AND REINFORCEMENT</p>			<p>R</p>
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KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 4</u></p> <p><u>MASONRY</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect</p> <p><u>BRICKWORK</u></p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p><u>Face bricks</u></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour</p> <p><u>Pointing</u></p> <p>Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc</p>			
	Carried to Collection		R	
	<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 4</p> <p>MASONRY</p>			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Samples

Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site

SUPERSTRUCTURE

Brickwork of NFP bricks in 6:1 mortar

2/4/1	Half brick walls	m2	13
2/4/2	Half brick walls beamfilling	m2	1
2/4/3	One brick walls	m2	64
2/4/4	One brick walls in building up openings	m2	2
2/4/5	One brick walls in patches	m2	4

BRICK REINFORCEMENT

2/4/6	Brick reinforcement 75mm wide built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	
2/4/7	Brick reinforcement 150mm wide built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	99

PRESTRESSED FABRICATED LINTELS

2/4/8	150 x 70mm Lintels in lengths not exceeding 3m	m	2
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PRECAST WINDOW CILLS

2/4/9	180mm Wide sill set sloping and slightly projecting.	m	1
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Carried to Collection

Section No. 2
BUILDING WORK
Bill No. 4
MASONRY

R

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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Item No	Quantity	Rate	Amount
<u>SECTION 2</u>			
<u>BILL NO. 5</u>			
<u>WATERPROOFING TO ROOFS</u>			
<u>WATERPROOFING</u>			
Note:			
E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used			
NOTE: Tenderers are advised to study the Preambles for Trades before pricing this bill			
<u>WATERPROOFING TO WALLS</u>			
<u>One layer of 375 micron "Consol Plastics Brikqrip DPC" embossed damp proof course</u>			
2/5/1	In walls	m2	2
<u>WATERPROOFING UNDER FLOORS, ETC</u>			
<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>			
2/5/2	Under surface beds	m2	9
<u>WATERPROOFING TO CONCRETE SLAB</u>			
<u>Clean concrete surfaces properly, prepare surfaces with "ABE Bituprime" or of equal approved standard, and apply 4mm thick "ABE Abidex" or of equal approved standard, finished with "ABE Silvacoat" or of equal approved</u>			
2/5/3	On flat roofs	m2	98
Carried Forward to Summary of Section No. 2			R
Section No. 2			
BUILDING WORK			
Bill No. 5			
WATERPROOFING			

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

Item No	Quantity	Rate	Amount
<u>SECTION NO. 2</u>			
<u>BILL NO. 6</u>			
<u>ROOF COVERINGS, ETC</u>			
Note:			
E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used			
<u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Items, materials or methods</u>			
Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect			
<u>ROOF TILES AND ACCESSORIES</u>			
<u>Approved concrete roof tiles nailed with non corrosive tile nails to 38 x 38mm sawn softwood battens at approximately 330mm centres with and including under tile membrane, all as per manufacturer's instruction</u>			
2/6/1	Roof tiles to match existing	m2	416
2/6/2	Ridge covering embedded and pointed in 1:3 cement mortar tinted to match the tiles	m	132
Carried to Collection			R
Section No. 2 BUILDING WORK Bill No. 6 ROOFCOVERINGS			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

<u>Approved 0.58mm galvanised concealed fixed profile roof sheeting in single lengths fixed to timber purlins and accessories all as per manufacturer's instruction</u>				
2/6/3	Roof sheeting with pitch not exceeding 25° fixed to timber purlins (elsewhere)	m2	38	
2/6/4	0,6mm standard sheet galvanised iron ridge covering fixed to steel purlins (elsewhere)	m	6	
<u>ROOF AND WALL INSULATION</u>				
<u>"Sisalation 405" multi-purpose grade glass fibre reinforced aluminium foil bonded insulation</u>				
2/6/5	Insulation laid taut over rafters and fixed concurrent with battens, etc	m2	36	
Carried to Collection				R
Section No. 2 BUILDING WORK Bill No. 6 ROOFCOVERINGS				

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 7</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect</p> <p><u>Specification for fixing</u></p> <p>Unless otherwise described, all carpentry and joinery work must be securely fixed with all timber components nailed. Other methods of fixing are specifically described as follows: (i) the term "bolted" means fixing with bolts, bolts and holes are measured elsewhere. (ii) the term "pinned" or "nailed" means fixing with nails, hardened steel nails or wire nails as required, to and including hardwood plugs in brickwork or concrete. (iii) the term "plugged and screwed" means fixing with screws to and including patent fibre or plastic plugs in brickwork or concrete. (iv) the term "plugged and pelleted" means plugged as previously described, screwed with heads of screws sunken and pelleted with pellets of the same type of wood.</p> <p><u>ROOFS ETC</u></p>			
	Carried to Collection		R	
	<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 7</p> <p>CARPENTRY AND JOINERY</p>			

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 8</u>			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	Note:			
	E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used			
	<u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Items, materials or methods</u>			
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect			
	<u>NAILED UP CEILINGS</u>			
	<u>6.4mm Approved plasterboard with standard H-type pressed steel jointing strips</u>			
2/8/1	Ceilings including 38 x 50mm sawn softwood brandering at 400 mm centres	m2	473	
2/8/2	Extra over ceiling for opening for 600 x 600mm trap door complete with trimmers, frame, cross branders, ceiling board, hinges, etc (Provisional)	No	6	
	<u>6mm Approved fibre-cement boards with 10 x 50mm meranti cover strips over joints</u>			
2/8/3	Ceilings including 38 x 50mm sawn softwood brandering at 400 mm centres	m2	9	
	Carried to Collection			R
	Section No. 2 BUILDING WORK Bill No. 8 CEILINGS			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

	<u>Approved gypsum board cornices</u>				
2/8/4	75mm Coved cornices	m	489		
	<u>SUSPENDED CEILINGS</u>				
2/8/5	1200 x 600 Fissured Mineral Fibre suspended Ceilings tiles in painted aluminium grid system, suspended from roof structure with 2.5mm diameter galvanised wire suspension all as per manufacture's details and specification	m2	150		
	<u>Cornices to suspended ceilings</u>				
2/8/6	Shadowline cornices plugged	m	72		
	<u>Miniral wool ceiling insulation</u>				
2/8/7	50mm Insulation closely fitted and laid on top of ceilings (Provisional)	m2	623		
	<u>PARTITIONS ETC</u>				
	<p>"Rhino-Drywall" or equally approved partitioning shall comprise steel studding formed of top and bottom tracks with vertical studs at maximum 600mm centres, friction fitted or pop-riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends, etc and covered as described with wallboard screwed to studding with "Drywall" screws at maximum 220mm centres. Boards are to be butt jointed and finished with "Rhino" tape and "Readymix D" or equally approved jointing compound all in accordance with the manufacturer's instructions. Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs, corner beads, jointing compound, tape, etc</p>				
	<p><u>"Rhino-Drywall System No 7" or equally approved steel stud partitioning with "Rhino Firestop Board" or equally approved on both sides and fibreglass blanket between (120 hour fire rating) (Provisional)</u></p>				
2/8/8	Partitioning 3060mm high with bottom track plugged and top track fixed to ceilings	m	3		
2/8/9	Extra over partition 3060mm high for vertical abutment	No	5		
2/8/10	Extra over partition 3060mm high for corner	No	1		
	Carried to Collection			R	
	Section No. 2 BUILDING WORK Bill No. 8 CEILINGS				

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 8</p> <p>CEILINGS</p> <p><u>COLLECTION</u></p>				
	Page No		Amount	
Total Brought Forward from Page No.	63			
	64			
	65			
Carried Forward to Summary of Section No. 2			R	
<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 8</p> <p>CEILINGS</p>				

Item No		Quantity	Rate	Amount																																
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 9</u></p> <p><u>FLOOR COVERINGS, WALL LININGS, ETC.</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect</p> <p><u>FLOOR COVERINGS</u></p> <p><u>Laminated floor tiles</u></p> <p><u>Approved laminated floor tiles consisting of panels size 1215 x 195 x 8mm thick laid on underlay membrane all installed as per manufacturer's instructions and recommendations (colour to be approved by the Architect)</u></p> <table><tr><td>2/9/1</td><td>On floors</td><td>m2</td><td>98</td><td></td></tr></table> <p><u>Carpet floor tiles</u></p> <p><u>Approved 400 x 400mm standard carpet tiles fixed to screeds with approved adhesive according to manufacturer specifications</u></p> <table><tr><td>2/9/2</td><td>On floors</td><td>m2</td><td>219</td><td></td></tr></table> <tr><td></td><td>Carried Forward to Summary of Section No. 2</td><td></td><td></td><td>R</td></tr> <tr><td></td><td>Section No. 2</td><td></td><td></td><td></td></tr> <tr><td></td><td>BUILDING WORK</td><td></td><td></td><td></td></tr> <tr><td></td><td>Bill No. 9</td><td></td><td></td><td></td></tr> <tr><td></td><td>FLOORCOVERINGS</td><td></td><td></td><td></td></tr>	2/9/1	On floors	m2	98		2/9/2	On floors	m2	219			Carried Forward to Summary of Section No. 2			R		Section No. 2					BUILDING WORK					Bill No. 9					FLOORCOVERINGS			
2/9/1	On floors	m2	98																																	
2/9/2	On floors	m2	219																																	
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	BUILDING WORK																																			
	Bill No. 9																																			
	FLOORCOVERINGS																																			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 10</u></p> <p><u>IRONMONGERY</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p>NOTE: Tenderers are advised to study the Preambles for Trades before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded</p> <p><u>Fixing</u></p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete</p> <p><u>HANDLES, BOLTS, ETC</u></p>			
	Carried to Collection		R	
	<p>Section No. 2 BUILDING WORK Bill No. 10 IRONMONGERY</p>			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

	<u>Approved</u>				
2/10/1	300mm Pull handle	No	4		
	<u>LOCKS</u>				
	<u>Approved lockset</u>				
2/10/2	5 Lever mortice Lock set with and including striking plate etc.	No	34		
2/10/3	2 Lever Upright Lock with and including striking plate etc.	No	7		
2/10/4	Bathroom lockset	No	7		
	<u>LETTERS, NAMEPLATES, ETC.</u>				
2/10/5	152 X 152mm modular engraved plate with male sign symbol	No	2		
2/10/6	152 X 152mm modular engraved plate with female sign symbol	No	2		
2/10/7	152 X 152mm modular engraved plate with disabled sign symbol	No	2		
	<u>3mm Thick black perspex signs reverse engraved with 30mm high 'Helvetica Medium' letters or numerals:</u>				
2/10/8	70mm High sign denoting "MAGISTRATE OFFICE 3"	No	1		
2/10/9	70mm High sign denoting "LIBRARY"	No	1		
2/10/10	70mm High sign denoting "MAGISTRATE OFFICE 2"	No	1		
2/10/11	70mm High sign denoting "MAGISTRATE OFFICE 1"	No	1		
2/10/12	70mm High sign denoting "OFFICE 1"	No	1		
2/10/13	70mm High sign denoting "OFFICE 2"	No	1		
2/10/14	70mm High sign denoting "RECORD ROOM"	No	1		
2/10/15	70mm High sign denoting "SECURITY ROOM"	No	1		
2/10/16	70mm High sign denoting "CLERK OF CIVIL COURT"	No	1		
	Carried to Collection			R	
	Section No. 2 BUILDING WORK Bill No. 10 IRONMONGERY				

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

2/10/17	70mm High sign denoting "CLERK OF CRIMINAL COURT"	No	1	
2/10/18	70mm High sign denoting "COURT MANAGER"	No	1	
2/10/19	70mm High sign denoting "KITCHEN"	No	1	
2/10/20	70mm High sign denoting "BATHROOM"	No	1	
	<u>0.5mm Thick "Chromadek" sheet steel signs riveted to and including mild steel 20mm square tubed frame engraved with 250mm high 'Helvetica Medium' letters or numerals:</u>			
2/10/21	300mm High sign denoting "FIRE EXTINGUISHER"	No	10	
2/10/22	300mm High sign denoting "DISTRICT COURT"	No	1	
2/10/23	300mm High sign denoting "REGIONAL COURT"	No	1	
2/10/24	70mm High sign denoting "CELLS"	No	1	
	<u>BATHROOM FITTINGS</u>			
	<u>Approved</u>			
2/10/25	900 x 55mm Stainless steel towel ring plugged	No	7	
2/10/26	Stainless steel toilet tissue dispenser plugged	No	8	
2/10/27	32mm Type SR2 back stainless steel grab rail 750mm long x 206mm high plugged	No	2	
2/10/28	32mm Type DL2 back stainless steel dogleg rail with two flanges size 300 x 300 x 300mm plugged	No	2	
2/10/29	Stainless steel hat and coat hook with buffer	No	6	
	<u>"CREATIVE BLINDS" OR OF EQUAL APPROVED STANDARD CLASS 5 VERTICAL BLINDS</u>			
	<u>Soffit mounted</u>			
2/10/30	Soffit mounted vertical blinds for window size 900 x 1000mm high	No	26	
Carried to Collection				R
Section No. 2 BUILDING WORK Bill No. 10 IRONMONGERY				

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO 11</u></p> <p><u>METALWORK</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect</p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washersDescriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concreteMetalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p><u>WELDED SCREENS, GATES, ETC</u></p>			
	Carried to Collection		R	
	<p>Section No. 2 BUILDING WORK Bill No. 11 METALWORK</p>			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

2/11/1	<p><u>Mild steel gates</u></p> <p>Double steel gate formed of 40 x 60 x 2mm rectangular tube framing all round mitred and welded at angles with two 40 x 6mm flat section horizontal intermediate rails with ends welded to framing and with five 19mm diameter rod vertical bars framed through intermediate rails with ends welded to framing, gate complete with lock box with security lock and three 25mm diameter x 80mm pin hinges welded onto existing security grill size 1510 x 3 000mm high overall</p>	No	1	
	<p><u>PRESSED STEEL DOOR FRAMES</u></p> <p><u>1.6 mm Double rebated door frames suitable for one brick walls with one pair "Union 8352" 100 x 75mm ball bearing butt hinges</u></p>			
2/11/2	<p>Frame for door size 813 x 2033mm</p> <p><u>STEEL WINDOWS, DOORS, ETC</u></p> <p>NOTE : Windows shall be provided with chromium plated brass fittings</p> <p>NOTE : The given sizes are overall, approximate and in the order of width and height. The detailed drawings and building must be carefully checked for exact sizes before placing orders. Any errors in this respect will be at the Contractor's expense and no claims for extras on this account will be entertained</p> <p>NOTE : Where so described windows shall be provided with burglar bars to opening and fixed sections, consisting of 20 x 5mm mild steel flat sections to standard NBP2 pattern welded at intersections and to window frameBars in front of fixed sections to be bent 75mm away from the glass surface -----</p> <p><u>Standard residential windows with burglar bars</u></p>	No	3	
2/11/3	<p>Window; size 985 x 985mm high</p>	No	1	
	<p style="text-align: right;">Carried to Collection</p> <p>Section No. 2 BUILDING WORK Bill No. 11 METALWORK</p>			R

ALUMINIUM DOORS, WINDOWS, ETC.

Note:

Specialist sub-contractor and suppliers responsible for the manufacture and installation of aluminium windows and doors must be members of the Association of Architectural Aluminium Manufacturers of South Africa (AAAMSA). All materials, design, manufacture and installation of aluminium doors and windows shall comply with AAAMSA standards and specifications.

Prices shall include for a maximum width of 10mm fillet of Silicone sealer (externally only)

Top hung sashes to be supplied with a mechanism not to open more than the length of the window stay.

Manufacturer to submit shop drawings for approval by the Architect prior to manufacturing.

White powder coated aluminium windows glazed with 6.5mm obscure glass with arris all round, as supplied by "AGI Africa Glass", or of equal approved standard, including reinforced handle, friction stay hinges and handles and plugged to brickwork or concrete, including 25 x 25 x 2mm angle section coverstrip fixed with silicone between face brick and frame on outside of the building (all glass to be fitted with screw on beads and "Butyl" sealant as per "AGI Africa Glass", or of equal approved standard

2/11/4	Window 3810 x 2200mm high	No	2
2/11/5	Window 2775 x 2200mm high	No	1
2/11/6	Window 1860 x 2300mm high	No	1
2/11/7	Window 1562 x 2200mm high	No	1
2/11/8	Window 1310 x 2300mm high	No	1
2/11/9	Window 620 x 2200mm high	No	1

Carried to Collection

R

Section No. 2
BUILDING WORK
Bill No. 11
METALWORK

[illegible]

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 11</u>			
	<u>PLASTERING</u>			
	Note:			
	E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used			
	<u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Items, materials or methods</u>			
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect			
	<u>Cement (1:3) steel trowelled to a smooth even surface on concrete:</u>			
	<u>SCREEDS</u>			
	<u>Screeds on concrete</u>			
2/12/1	32mm Thick on floors	m2	623	
2/12/2	32mm Thick on floors to fall	m2	41	
	<u>INTERNAL PLASTER</u>			
	<u>Cement plaster on brickwork finished with a steel trowel</u>			
2/12/3	On walls	m2	139	
	Carried to Collection			R
	Section No. 2 BUILDING WORK Bill No. 12 PLASTERING			

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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KURUMAN MAGISTRATE COURT

REPAIRS AND RENOVATIONS

Item No	Quantity	Rate	Amount
<u>SECTION 2</u>			
<u>BILL NO. 12</u>			
<u>GLAZING</u>			
Note:			
E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used			
<u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Items, materials or methods</u>			
Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect			
<u>GLAZING TO STEEL WITH PUTTY</u>			
<u>6mm Obscure glass</u>			
2/13/1	Panes not exceeding 0.5m2	m2	3
<u>6mm Clear float glass</u>			
2/13/2	Panes exceeding 0,5 m² and not exceeding 1.00m².	m2	3
<u>GLAZING TO WOOD WITH BEADS</u>			
<u>(ELSEWHERE MEASURED)</u>			
<u>28mm Thick laminated clear bullet proof glass fitted in aluminium frame all as per manufacturer's specification</u>			
2/13/3	Panes size 1450 x 1195mm high	No	2
Carried to Collection			R
Section No. 2 BUILDING WORK Bill No. 13 GLAZING			

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

2/13/4	Panes size 1265 x 1195mm high	No	3	
	<u>Mirrors</u> Mirrors shall be of 6mm thick silvered GG quality polished float glass with rounded and polished edges and splayed corners Unless otherwise described, mirrors shall be with four holes for and screwed to and including approved patent plugs in plastered or tiled wall with countersunk steel screws tap-threaded for and including screw type chromium plated domeheaded caps and felt washers			
2/13/5	Mirror size 450 x 600mm	No	9	
2/13/6	Mirror 900 x 300mm high with 4 screws	No	2	
Carried to Collection				R
Section No. 2 BUILDING WORK Bill No. 13 GLAZING				

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 13</u></p> <p><u>TILING</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p>NOTE: Tenderers are advised to study the Preambles for Trades before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Preambles</u></p> <p>Tenderers are advised to study the "Model Preambles for Trades - 2008", published by the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>Descriptions</u></p> <p>Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding</p> <p><u>PREPARATION OF CEMENT SCREEDS AND WALLS</u></p>			
2/14/1	Chip existing walls to receive wall tiles	m2	177	
	<p><u>FLOOR TILING</u></p>			
	<p style="text-align: right;">Carried to Collection</p>			
	<p>Section No. 2 BUILDING WORK Bill No. 14 TILING</p>			
			R	

REPAIRS AND RENOVATIONS

Section No. 2
BUILDING WORK
Bill No. 14
TILING

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 14</p> <p>TILING</p> <p><u>COLLECTION</u></p>				
	Page No		Amount	
Total Brought Forward from Page No.	83			
	84			
Carried Forward to Summary of Section No. 2			R	
<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 14</p> <p>TILING</p>				

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 14</u></p> <p><u>PAINTWORK</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect</p> <p><u>PREPARATORY WORK TO EXISTING WORK</u></p> <p><u>Previously painted plastered surfaces</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p>			
	Carried to Collection			
	<p>Section No. 2</p> <p>BUILDING WORK</p> <p>Bill No. 15</p> <p>PAINTWORK</p>			
			R	

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

	<p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u></p> <p><u>ON CONCRETE</u></p> <p><u>Prepare and paint one universal undercoat and two coats "Plascon Polvin", or of equal approved standard, paint</u></p> <p>2/15/1 On soffits of slabs m2 98</p> <p>2/15/2 On floors m2 127</p> <p>2/15/3 Benches m2 3</p> <p><u>ON BRICKWORK</u></p> <p><u>Paint existing walls two full coats polyvinyl emulsion paint for exterior use</u></p> <p>2/15/4 On external walls m2 38</p> <p>2/15/5 On columns m2 34</p> <p><u>One coats eggshell polyutherane velvet enamel paint</u></p> <p>2/15/6 Painted sills, tresholds, etc. m2 12</p> <p><u>ON PLASTER</u></p> <p><u>Paint existing walls two coats "Plascon Velvaglo", or of equal approved standard</u></p> <p>2/15/7 On internal plastered walls m2 1 751</p> <p><u>ON WOOD</u></p>				
	Carried to Collection			R	
	Section No. 2 BUILDING WORK Bill No. 15 PAINTWORK				

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

	<u>Sanddown and paint two coats matt polyurethane varnish on previously varnish surfaces in good conditions</u>				
2/15/8	On roof timbers at eaves and verges	m2	67		
2/15/9	On timber wall panel	m2	4		
	<u>Spot priming bare wood surfaces with wood primer and apply one undercoat and two coats alkyd enamel paint on previously painted surfaces</u>				
2/15/10	On 38 x 114mm rafters	m	13		
2/15/11	On 50 x 76mm purlines	m	16		
	<u>ON TILED ROOFING</u>				
	<u>Two coats matt acrylic roof paint on weathered tiled roofing (preparation and application to manufacture's instruction</u>				
2/15/12	On tiled roofing (measured on flat)	m2	278		
	<u>ON METAL</u>				
	<u>Sanddown and paint two coats super universal enamel paint on previously painted steel</u>				
2/15/13	On cell windows with mesh screen (both sides measured)	m2	11		
2/15/14	On cell doors	m2	19		
2/15/15	On mesh screen	m2	33		
	<u>Two coats polyurethane enamel paint on previously painted steel</u>				
2/15/16	On pressed steel door frames	m2	30		
2/15/17	On windows (measured both sides)	m2	129		
2/15/18	On gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m2	79		
2/15/19	On steel palisade fence	m2	292		
2/15/20	On rails, bars, pipes, etc not exceeding 300 mm girth	m	524		
	Carried to Collection			R	
	Section No. 2 BUILDING WORK Bill No. 15 PAINTWORK				

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

	<u>ON WOOD</u>			
	<u>Sanddown and paint two coats matt polyurethane varnish on previously varnished surfaces in good conditions</u>			
2/15/21	On doors	m2	244	
2/15/22	On door frames	m	206	
	<u>PAINTWORK ETC TO NEW WORK</u>			
	<u>Prepare, stop, plaster primer and paint two coats super universal enamel coat for interior use</u>			
2/15/23	On internal plastered walls	m2	51	
2/15/24	<u>On narrow widths</u>	m2	0.4	
	<u>Prepare, stop and paint one coat alkali resistant primer, one universal undercoat and two full coats acrylic emulsion paint for exterior use</u>			
2/15/25	On external plastered walls	m2	596	
2/15/26	On narrow widths	m2	19	
2/15/27	On walls in patches	m2	2	
	<u>Prepare, stop and paint one coat alkali resistant primer and two full coats acrylic emulsion paint for exterior use</u>			
2/15/28	On internal fibre cement ceilings including priming nail heads with one coat zink chromate primer	m2	9	
	<u>Prepare, stop, paint all screw heads with flat oil paint, apply one coat alkali resistant primer and two full coats acrylic emulsion paint for exterior use</u>			
2/15/29	On external fibre cement fascias, bargeboards and closures	m2	47	
	<u>ON METAL</u>			
	<u>Prepare, touch up factory primer, paint two coats super universal enamel paint</u>			
2/15/30	On pressed steel door frames	m2	6	
	Carried to Collection			R
	Section No. 2 BUILDING WORK Bill No. 15 PAINTWORK			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

2/15/31	On windows (measured both sides)	m2	2		
2/15/32	On gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m2	9		
	<u>ON WOOD</u>				
	<u>Prepare, stop and apply three coats polyurethane clear eggshell varnish, lightly sanded down between coats</u>				
2/15/33	On skirtings, rails, etc not exceeding 300 mm girth	m	197		
	<u>Prepare, stop and apply three coats exterior quality polyurethane clear eggshell varnish, lightly sanded down between coats</u>				
2/15/34	On doors	m2	48		
				R	

Carried to Collection

Section No. 2
BUILDING WORK
Bill No. 15
PAINTWORK

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

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**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 15</u></p> <p><u>INTERNAL PLUMBING (PROVISIONAL)</u></p> <p>Note:</p> <p>E.P.W.P. : All the work in this trade shall be executed in accordance with the principles of the Expanded Public Works Programme, that is, labour intensive methods shall be used</p> <p><u>NOTE:</u> Tenderers are advised to study (OW371) the 'Specification of Materials and study Methods to be Used' before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Items, materials or methods</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. The use of trade names for items, materials or methods shall also mean - or other approved - on the condition that prior approval is obtained from the architect</p> <p><u>uPVC pipes and fittings</u></p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed.</p> <p><u>uPVC pressure pipes and fittings</u></p> <p>Pipes for water supply shall be of the class stated.</p> <p>Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.</p> <p>Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.</p>			
	Carried to Collection		R	
	<p>Section No. 2 BUILDING WORK Bill No. 16 PLUMBING AND DRAINAGE</p>			

Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60 mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60 mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steel basins, sinks, wash troughs, urinals, etc

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

SANITARY FITTINGS

Carried to Collection

R

Section No. 2
BUILDING WORK
Bill No. 16
PLUMBING AND DRAINAGE

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

<u>Wash hand basins</u>				
<u>Approved</u>				
2/16/1	White vitreous china wash hand basin size 510 x 405mm with two semi-punched tap holes, chain stay hole through the center, fixed in position with and including 10mm bolts and including sealing edges against wall with an approved silicone sealant	No	8	
2/16/2	560 x 405mm White vitreous china wash hand basin with two tapholes fixed on and including concealed cast iron brackets and including sealing edges against wall and floor tiling with an approved silicone sealant	No	2	
2/16/3	Grade 304 (18/10) stainless steel Combination wash hand basin/drinking fountain size 345 x 465mm with back recess built into wall including down tap all as per manufacturer's instruction.	No	3	
<u>Water Closets</u>				
<u>Approved</u>				
2/16/4	White 90 degree vitreous china outlet pan with matching 9 litre cistern complete with lid and accessories	No	5	
2/16/5	"Protea Paraplegic" white vitreous china floor mounted paraplegic wash down suit (code 750200) comprising 90 degree outlet pan (code 7502) and matching 9 litre cistern (code 710631) including lid, fitments, and purpose made chromium plated side flush lever with angle valve and flex hose (cobra 832/350 F)	No	2	
2/16/6	Grade 304 (18/10) stainless steel wall and floor mounted WC pan size 576 x 380 x 576mm deep complete with pressed intergral P-trap with flanges bent outwards, mounting holes for fixing on walls and floors all as per manufacture's specification	No	3	
<u>Urinals</u>				
<u>Approved</u>				
2/16/7	Grade 304 (18/10) stainless steel wall hung urinal complete with 50mm diameter stainless steel outlet pipe extending 25mm through the back wall bolted into wall with 10mm bolts	No	3	
Carried to Collection				R
Section No. 2 BUILDING WORK Bill No. 16 PLUMBING AND DRAINAGE				

KURUMAN MAGISTRATE COURT REPAIRS AND RENOVATIONS

2/16/8	White vitreous china wall mounted urinal 600 x 385 x 380mm overall with top inlet fittings, 38mm chromium plated domical grating, chromium plated spreader and fixed to wall with two hanger brackets, all as per manufacturer's specification	No	3	
	<u>Sink</u>			
	<u>Approved</u>			
2/16/9	Standard, stainless steel double bowl inset sink 950 x 450mm installed in cupboard sealed with silicon sealer complete with one hole single lever sink mixer	No	1	
	<u>WASTE UNIONS, ETC.</u>			
	<u>Approved</u>			
2/16/10	38mm Bath or sink waste union	No	1	
2/16/11	32mm Basin waste union	No	10	
	<u>FLUSHMASTERS</u>			
2/16/12	Standard CP low pressure urinal flush valve complete with prison type button	No	3	
	<u>TRAPS, ETC.</u>			
	<u>Approved</u>			
2/16/13	40mm Chrome plated bottle trap with all fittings and 75mm deep re-sealing and adjustable telescopic pipe	No	10	
	<u>TAPS, VALVES, ETC</u>			
2/16/14	Chrome plated pillar tap	No	16	
2/16/15	WHB: 2 x 15mm 505-21 CP elbow action pillartap	No	2	
2/16/16	Approved sink tap mixer	No	1	
	<u>SANITARY PLUMBING</u>			
	<u>uPVC pipes and fittings</u>			
2/16/17	50mm Pipes fixed in walls, ceilings, roofs, floors, etc	m	85	
	Carried to Collection			R
	Section No. 2 BUILDING WORK Bill No. 16 PLUMBING AND DRAINAGE			

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

2/16/18	110mm Pipes fixed in walls, ceilings, roofs, floors, etc	m	120		
	<u>Extra over uPVC pipes for fittings:</u>				
2/16/19	110mm Pan connector.	No	10		
2/16/20	110mm VP stub stack fitting with ABC cleaning eye lid and multiple connections for 50mm waste	No	5		
	<u>WATER SUPPLY</u>				
	<u>Copper (class 2) pipes and with soldered capillary fittings</u>				
2/16/21	15mm pipes fixed in walls, ceilings, roofs, floors, etc	m	120		
2/16/22	22mm pipes fixed in walls, ceilings, roofs, floors, etc	m	110		
	<u>Extra over copper pipes for fittings</u>				
2/16/23	15mm fittings	No	48		
2/16/24	22mm fittings	No	55		
	<u>ELECTRIC WATER HEATERS:</u>				
	<u>Approved</u>				
2/16/25	150 Litre horizontal type low pressure electric water heater complete with safety and drain valves and fixed to roof timbers or brick walls	No	2		
2/16/26	Standard galvanised geyser drip tray for 150 litre geyser (elsewhere) including 50mm diameter PVC overflow pipe not exceeding 5000mm long, approximately 3m above ground level	No	2		
	<u>TESTING</u>				
2/16/27	Provide all necessary apparatus water, etc for and test the whole of the Sanitary Plumbing and Water Supply installation to the satisfaction of the Representative/Agent and Municipality, replace any defective work free of charge and leave perfect			Item	
Carried to Collection				R	
Section No. 2 BUILDING WORK Bill No. 16 PLUMBING AND DRAINAGE					

**KURUMAN MAGISTRATE COURT
REPAIRS AND RENOVATIONS**

Section No. 2

BUILDING WORK

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PLUMBING AND DRAINAGE

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BUILDING WORK

Bill No. 16

PLUMBING AND DRAINAGE