



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

**Kimberley: DCS: Tswelopele Prison: Facilities Management
contract: Building related, electrical and mechanical
services.**

TENDER NO. : KIM 10/21
REFERENCE NO. : 19/2/4/2/2/2327/486

CONSISTING OF THREE VOLUMES

VOLUME 1 – TENDERING PROCEDURES
VOLUME 2 – RETURNABLE DOCUMENTS (THIS DOCUMENT)
VOLUME 3 – THE CONTRACT

<p>Client Department of Public Works & Infrastructure Old Magistrate Court Building, 21-23 Market Street, KIMBERLEY, 8300</p> <p>Quantity Surveyors SRSQS Quantity Surveyors (Pty) Ltd 11 Kleurselmot Sreet, Sunset Manor Pescodia KIMBERLEY, 8309</p> <p>Electrical & Mechanical Engineers Mekan Engineering Services 13 Constantia Street, Rolydene KIMBERLEY, 8300</p>
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NAME OF BIDDER:

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T 2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities Management contract:Building related,electrical and mechanical services</i>		
Tender / Quote no:	KIM 10/2021	Reference no:	19/2/4/2/2/2327/486
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes

Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
If the Tendering Entity is: a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.



List of Returnable Documents: PA-09 (EC)

<p>e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).</p>	<p>Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.</p>
<p>f. A natural person, sole proprietor or a Partnership</p>	<p>Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.</p>
<p>g. A Trust</p>	<p>Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.</p>

Signed by the Tenderer

<p>Name of representative</p>	<p>Signature</p>	<p>Date</p>

C1.1 Form of Offer and Acceptance

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities management contract:Building related services,electrical and mechanical services</i>		
Tender no:	KIM 10/2021	Reference no:	19/2/4/2/2/2327/486

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
Kimberley:DCS:Tswelopele Prison:Facilities Management contract:Building related,electrical and mechanical services

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)

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

Trading under the name and style of:
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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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Tender no: KIM 10/2021

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 I N R
- The official alternative
- Own alternative (only if documentation makes provision therefore) ..

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact 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 No
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
DPW-10.3 EC (JBCC)
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
 - (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 No
 - (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 No
DPW-10.1 EC (JBCC)

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

*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"
For Internal & External Use

Fax No
 Postal address
 Banker Branch.....
 Registration No of Tenderer at Department of Labour
 CIDB Registration Number:

Tender no: KIM 10/2021

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
 Part 3 Scope of work.
 Part 4 Site information

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

Deviations from and 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 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data

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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
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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"
 For Internal & External Use

Address of Organisation:	
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WITNESSED BY:

Name of witness	Signature	Date

Tender no: KIM 10/2021

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"
 For Internal & External Use



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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), the Preferential Procurement Regulations, 2017, 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

**T2.2 Returnable Documents
Required for Tender
Evaluation Purposes**

C2.2 Bills of Quantities

**TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS**

**Item
 No**

Quantity Rate Amount

SECTION NO. 1

BILL NO. 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"

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable"

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

Carried to Collection

R

Section No. 1
 Bill No. 1
 PRELIMINARIES AND GENERAL

**TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS**

DEFINITIONS

1 A1 DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Carried to Collection

Section No. 1
 Bill No. 1
 PRELIMINARIES AND GENERAL

R

**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"INTEREST" means 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)

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule**. 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 a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL

**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

OBJECTIVE AND PREPARATION

2 **A2 OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____

Item

3 **A3 DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement and Preliminaries** applicable to this contract on the **site**, to which the **employer, principal agent and agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed: _____ Value related: _____ Time related: _____

Item

4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

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5 A5 EMPLOYER'S AGENTS

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed: _____ Value related: _____ Time related: _____

Item

6 A6 SITE REPRESENTATIVE

Clause 6.0

Fixed: _____ Value related: _____ Time related: _____

Item

7 A7 COMPLIANCE WITH REGULATIONS

Clause 7.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

8 A8 WORKS RISK

Clause 8.0

Fixed: _____ Value related: _____ Time related: _____

Item

9 A9 INDEMNITIES

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____

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10 **A10 WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

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10.6 Injury to Persons or loss of or damage to Properties

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

- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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

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

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- (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** 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

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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

10.7.2 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 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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. 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

Fixed: _____ Value related: _____ Time related: _____

Item

11 A11 LIABILITY INSURANCES

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

12 A12 EFFECTING INSURANCES

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

Item

13 A13.0 *No clause*

N/A

14 A14 SECURITY

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 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 as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 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 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar 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 twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

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

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar 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**

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14.3.3 Within twenty-one (21) **calendar 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**

14.3.4 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**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 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**

14.3.6 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

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

14.4.1 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 twenty-one (21) **calendar days** from **commencement date**

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

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

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

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14.5 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:

14.5.1 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)

14.5.2 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**

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

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, 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 may do both

14.6 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:

14.6.1 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 twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

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14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

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

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 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**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, 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), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

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EXECUTION

15 A15 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.2 is amended by replacing it with :

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

Clause 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value related: _____ Time related: _____

16 A16 ACCESS TO THE WORKS

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

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17 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**"

Fixed: _____ Value related: _____ Time related: _____

Item

18 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

Item

19 **A19 ASSIGNMENT**

Clause 19.0

Fixed: _____ Value related: _____ Time related: _____

Item

20 **A20 NOMINATED SUBCONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

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21 A21 SELECTED SUBCONTRACTORS

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed: _____ Value
related: _____ Time
related: _____

Item

22 A22 EMPLOYER'S DIRECT CONTRACTORS

Clause 22.0

Fixed: _____ Value related: _____ Time
related: _____

Item

**23 A23 CONTRACTOR'S DOMESTIC
SUBCONTRACTORS**

Clause 23.0

Fixed: _____ Value related: _____ Time
related: _____

Item

COMPLETION

24 A24 PRACTICAL COMPLETION

Clause 24.0

Fixed: _____ Value related: _____ Time
related: _____

Item

25 A25 WORK'S COMPLETION

Clause 25.0

Fixed: _____ Value related: _____ Time
related: _____

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26 A26 FINAL COMPLETION

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed: _____ Value related: _____ Time related: _____

Item

27 A27 LATENT DEFECTS LIABILITY PERIOD

Clause 27.0

Fixed: _____ Value related: _____ Time related: _____

Item

28 A28 SECTIONAL COMPLETION

Clause 28.0

Fixed: _____ Value related: _____ Time related: _____

Item

29 A29 REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

30 A30 PENALTY FOR NON-COMPLETION

Clause 30.0

Fixed: _____ Value related: _____ Time related: _____

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PAYMENT

31 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 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**

31.8(A).3 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 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 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**

Alternative B

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31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 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**

31.8(B).3 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 34.6

31.8(B).4 One hundred per cent (100%) of such value in the **final payment certificate** in terms of 34.6 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**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____

32 A32 ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

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

Fixed: _____ Value related: _____ Time related: _____

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33 **A33 RECOVERY OF EXPENSE AND LOSS**
 Clause 33.0
 Fixed: _____ Value related: _____ Time
 related: _____

Item

34 **A34 FINAL ACCOUNT AND FINAL PAYMENT**
 Clause 34.0
 Clause 34.1 is amended by removing "#" next to 34.1
 Clause 34.2 is amended by inserting "#" next to 34.2
 Clause 34.8 is amended by deleting the words "where
security as a fixed **construction guarantee** in
 terms of 14.4 has been selected or where
 payment reduction has been applied in terms of
 14.7.1"
 Clause 34.13 is amended by replacing "seven (7)
calendar days" with "twenty-one (21) **calendar**
days" and deleting the words "subject to the
employer giving the **contractor** a tax invoice
 for the amount due"
 Fixed: _____ Value related: _____ Time
 related: _____

Item

35 **A35 PAYMENT TO OTHER PARTIES**
 Clause 35.0
 Fixed: _____ Value related: _____ Time
 related: _____

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CANCELLATION

36 **A36 CANCELLATION BY EMPLOYER -
 CONTRACTOR'S DEFAULT**

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

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

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

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

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

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

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37 A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

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

Fixed: _____ Value related: _____ Time related: _____

Item

38 A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

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

Fixed: _____ Value related: _____ Time related: _____

Item

39 **A39 CANCELLATION-CESSATON OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) **working days** of completion of such report"

Fixed: _____ Value related: _____ Time related: _____

Item

40 **A40 DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the **mediator** and related costs

Fixed: _____ Value related: _____ Time related: _____

Item

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SUBSTITUTE PROVISIONS

41 **A41 STATE CLAUSES**

Clause 41.0

Fixed: _____ Value related: _____ Time
 related: _____

Item

CONTRACT VARIABLES

THE SCHEDULE (DPW-04EC)

42 Clause 42.0

Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract

Fixed: _____ Value related: _____ Time
 related: _____

Item

SECTION B: JBCC PRELIMINARIES

B1 DEFINITIONS AND INTERPRETATION

43 **B1.1 Definitions and interpretation**

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value related: _____ Time
 related: _____

Item

B2 DOCUMENTS

44 **B2.1 Checking of documents**

Fixed: _____ Value related: _____ Time
 related: _____

Item

45 **B2.2 Provisional bills of quantities**

Fixed: _____ Value related: _____ Time
 related: _____

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46 **B2.3 Availability of construction documentation**
Fixed: _____ Value related: _____ Time
related: _____

Item

47 **B2.4 Interests of agents**
Fixed: _____ Value related: _____ Time
related: _____

Item

48 **B2.5 Priced documents**
Fixed: _____ Value related: _____ Time
related: _____

Item

49 **B2.6 Tender submission**

Clause 2.6 is amended by replacing "JBCC Form of
Tender" with " Form of Offer and Acceptance
DPW-07(EC)"

Fixed: _____ Value related: _____ Time
related: _____

Item

B3 THE SITE

50 **B3.1 Defined works area**
Fixed: _____ Value related: _____ Time
related: _____

Item

51 **B3.2 Geotechnical investigation**
Fixed: _____ Value related: _____ Time
related: _____

Item

52 **B3.3 Inspection of the site**

Fixed: _____ Value related: _____ Time
related: _____

Item

53 **B3.4 Existing premises occupied**
Fixed: _____ Value related: _____ Time
related: _____

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54 **B3.5 Previous work - dimensional accuracy**
Fixed: _____ Value related: _____ Time
related: _____

Item

55 **B3.6 Previous work - defects**
Fixed: _____ Value related: _____ Time
related: _____

Item

56 **B3.7 Services - known**
Fixed: _____ Value related: _____ Time
related: _____

Item

57 **B3.8 Services - unknown**
Fixed: _____ Value related: _____ Time
related: _____

Item

58 **B3.9 Protection of trees**
Fixed: _____ Value related: _____ Time
related: _____

Item

59 **B3.10 Articles of value**
Fixed: _____ Value related: _____ Time
related: _____

Item

60 **B3.11 Inspection of adjoining properties**
Fixed: _____ Value related: _____ Time
related: _____

Item

B4 MANAGEMENT OF CONTRACT

61 **B4.1 Management of the works**
Fixed: _____ Value related: _____ Time
related: _____

Item

62 **B4.2 Programme for the works**
Fixed: _____ Value related: _____ Time
related: _____

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63 **B4.3 Progress meetings**
Fixed: _____ Value related: _____ Time
related: _____

Item

64 **B4.4 Technical meetings**
Fixed: _____ Value related: _____ Time
related: _____

Item

65 **B4.5 Labour and plant records**
Fixed: _____ Value related: _____ Time
related: _____

Item

**B5 SAMPLES, SHOP DRAWINGS AND
MANUFACTURERS' INSTRUCTIONS**

66 **B5.1 Samples of materials**
Fixed: _____ Value related: _____ Time
related: _____

Item

67 **B5.2 Workmanship samples**
Fixed: _____ Value related: _____ Time
related: _____

Item

68 **B5.3 Shop drawings**
Fixed: _____ Value related: _____ Time
related: _____

Item

69 **B5.4 Compliance with manufacturers' instructions**
Fixed: _____ Value related: _____ Time
related: _____

Item

B6 TEMPORARY WORKS AND PLANT

70 **B6.1 Deposits and fees**
Fixed: _____ Value related: _____ Time
related: _____

Item

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71 **B6.2 Enclosure of the works**
Fixed: _____ Value related: _____ Time
related: _____

Item

72 **B6.3 Advertising**
Fixed: _____ Value related: _____ Time
related: _____

Item

73 **B6.4 Plant, equipment, sheds and offices**
Fixed: _____ Value related: _____ Time
related: _____

Item

74 **B6.5 Main notice board**
Fixed: _____ Value related: _____ Time
related: _____

Item

75 **B6.6 Subcontractors' notice board**
Fixed: _____ Value related: _____ Time
related: _____

Item

B7 TEMPORARY SERVICES

76 **B7.1 Location**
Fixed: _____ Value related: _____ Time
related: _____

Item

77 **B7.2 Water**
Fixed: _____ Value related: _____ Time
related: _____

Item

78 **B7.3 Electricity**
Fixed: _____ Value related: _____ Time
related: _____

Item

79 **B7.4 Telecommunication facilities**
Fixed: _____ Value related: _____ Time
related: _____

Item

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80 **B7.5 Ablution facilities**

Fixed: _____ Value related: _____ Time
related: _____

Item

B8 PRIME COST AMOUNTS

81 **B8.1 Responsibility for prime cost amounts**

Fixed: _____ Value related: _____ Time
related: _____

Item

**B9 ATTENDANCE ON N/S SUB-
CONTRACTORS**

82 **B9.1 General attendance**

Fixed: _____ Value related: _____ Time
related: _____

Item

83 **B9.2 Special attendance**

Fixed: _____ Value related: _____ Time
related: _____

Item

84 **B9.3 Commissioning - fuel, water and electricity**

Fixed: _____ Value related: _____ Time
related: _____

Item

B10 FINANCIAL ASPECTS

85 **B10.1 Statutory taxes, duties and levies**

Fixed: _____ Value related: _____ Time
related: _____

Item

86 **B10.2 Payment for preliminaries**

Fixed: _____ Value related: _____ Time
related: _____

Item

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87 **B10.3 Adjustment of preliminaries**
Clause B10.3.1 and B10.3.2 are amended by replacing " within fifteen (15) **working days** of taking possession of the **site**" with " when submitting his priced **bills of quantities/ lump sum document**"

Fixed: _____ Value related: _____ Time related: _____

Item

88 **B10.4 Payment certificate cash flow**

Fixed: _____ Value related: _____ Time related: _____

Item

B11 GENERAL

89 **B11.1 Protection of the works**

Fixed: _____ Value related: _____ Time related: _____

Item

90 **B11.2 Protection / isolation of existing / sectionally occupied works**

Fixed: _____ Value related: _____ Time related: _____

Item

91 **B11.3 Security of the works**

Fixed: _____ Value related: _____ Time related: _____

Item

92 **B11.4 Notice before covering work**

Fixed: _____ Value related: _____ Time related: _____

Item

93 **B11.5 Disturbance**

Fixed: _____ Value related: _____ Time related: _____

Item

94 **B11.6 Environmental disturbance**

Fixed: _____ Value related: _____ Time related: _____

Item

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95	B11.7 Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____	Item		
96	B11.8 Vermin Fixed: _____ Value related: _____ Time related: _____	Item		
97	B11.9 Overhand work Fixed: _____ Value related: _____ Time related: _____	Item		
98	B11.10 Instruction manuals and guarantees Fixed: _____ Value related: _____ Time related: _____	Item		
99	B11.11 As built information Fixed: _____ Value related: _____ Time related: _____	Item		
100	B11.12 Tenant installations Fixed: _____ Value related: _____ Time related: _____	Item		
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B12 SCHEDULE OF VARIABLES

101

B12.1 Schedule of variables

Fixed: _____ Value related: _____ Time related: _____

*This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries***

*Spaces requiring information must be filled in, shown as not applicable or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross references clauses are italicised in [] brackets.*

Item

12.1 PRE TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] The quantities are provisional (yes/no)

Yes

12.1.2 Availability of construction documentation

[2.3] Construction documentation is complete (yes/no)

Yes

12.1.3 Interest of agents

[2.4] Details:

12.1.4 Defined works area

[3.1] Details:

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- 12.1.5 **Geotechnical investigation**
 [3.2] Details:

- 12.1.6 **Existing premises occupied**
 [3.4] Specific requirements:

- 12.1.7 **Previous work - dimensional accuracy**
 [3.5] Details:

- 12.1.8 **Previous work - defects**
 [3.6] Details:

- 12.1.9 **Services - known**
 [3.7] Details:

- 12.1.10 **Protection of trees**
 [3.9] Specific requirements:

- 12.1.11 **Inspection of adjoining properties**
 [3.11] Specific requirements:

- 12.1.12 **Enclosure of the works**
 [6.2] Specific requirements:

- 12.1.13 **Offices**
 [6.4.3] Specific requirements:
*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.*

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12.1.14 **Main notice board**

[6.5] Specific requirements:
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 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

12.1.15 **Subcontractors' notice board**

[6.6] Specific requirements: (yes/no)
 Yes

102 12.1.16 **Water**

[7.2] Option A (by contractor) (yes/no)
 Yes

Option B (by employer - free of charge) (yes/no)
 No

Option C (by employer - metered) (yes/no)
 No

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- 103 **12.1.17 Electricity**
[7.3] Option A (by contractor) (yes/no)
 Yes
- Option B (by employer - free of charge) (yes/no)
 No
- Option C (by employer - metered) (yes/no)
 No
- 104 **12.1.18 Telecommunications**
[7.4] Telephone (yes/no)
 Yes
- Facsimile (yes/no)
 Yes
- E-mail (yes/no)
 Yes
- 12.1.19 Ablution facilities**
[7.5] Option A (by contractor) (yes/no)
 Yes
- Option B (by employer) (yes/no)
 Yes
- 12.1.20 Protection of existing/sectionally occupied works**
[11.2] Protection is required (yes/no)
 Yes

Item

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12.1.21 **Special attendance**
 [9.2] **Subcontractor (1) details:**

Subcontractor (2) details:

Subcontractor (3) details:

Subcontractor (4) details:

12.1.22 **Protection of works**
 [11.1] Specific requirements:

12.1.23 **Disturbance**
 [11.5] Specific requirements:
 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**

12.1.24 **Environmental disturbance**
 [11.6] Specific requirements:

B12.2 POST-TENDER INFORMATION

12.2.1 **Payment of preliminaries**
 [10.2] Option A (prorated) (yes/no)

Option B (calculated) (yes/no)

12.2.2 **Adjustment of preliminaries**
 [10.3] Option A (three categories) (yes/no)

Option B (detailed breakdown) (yes/no)

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12.2.3 Additional agreed preliminaries items
 Details:

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

105 **C1 CONTRACT DRAWINGS**

*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

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**.

Fixed: _____ Value related: _____
 Time related: _____

Item

106 **C2 GENERAL PREAMBLES**

The document " Construction Works: Specification (PW371-A) Edition 2.0" 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** 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 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities**

Fixed: _____ Value related: _____
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107 **C3 TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities**, 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

Fixed: _____ Value related: _____
Time related: _____

Item

108 **C4 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 price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____
Time related: _____

Item

109 **C5 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

Fixed: _____ Value related: _____
Time related: _____

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110 **C6 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

Fixed: _____ Value related: _____
Time related: _____

Item

111 **C7 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

Fixed: _____ Value related: _____
Time related: _____

Item

112 **C8 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**

Fixed: _____ Value related: _____
Time related: _____

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C9 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

Fixed: _____ Value related: _____
 Time related: _____

C10 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **Bills of Quantities**. Provision for pricing of HIV/AIDS awareness is made under items 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 31.0 of "Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

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114 **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

Fixed: _____ Value related: _____
Time related: _____

Item

115 **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

Fixed: _____ Value related: _____
Time related: _____

Item

116 **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

Fixed: _____ Value related: _____
Time related: _____

Item

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117 **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

Fixed: _____ Value related: _____
 Time related: _____

Item

118 **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

Fixed: _____ Value related: _____
 Time related: _____

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C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT

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

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**

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 A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

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

Fixed: _____ **Value related:** _____
Time related: _____

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C12.0 EMPLOYMENT AND TRAINING OF YOUTH WORKERS O THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)

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**

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**

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

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

Separate items which will be subject to remeasurement have been included elsewhere in these **bills of quantities** 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

Fixed: _____ Value related: _____
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**C13.0 IMPLEMENTATION OF LABOUR-INTENSIVE
INFRASTRUCTURE PROJECTS UNDER THE
EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

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

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report 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

Fixed: _____ Value related: _____
Time related: _____

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 FACILITIES MANAGEMENT CONTRACT:
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	<u>ALTERATIONS</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>SUPPLEMENTARY PREAMBLES</u>			
	Unless otherwise stated, all materials from the alterations and demolition will belong to the builder.			
	The builder should allow for the removal of all debris from site and keeping the site clean at all times.			
	The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned.			
	<u>TEMPORARY BARRIERS, SCREENS, ETC</u>			
	<u>Temporary barriers, screens, etc including removal</u>			
1	Shade netting barrier 2000mm high formed of steel channel section rails, etc	m	120	
	<u>Taking up and removing vinyl floor coverings, carpeting, etc and preparing the floor for new vinyl tiles</u>			
2	Carpeting floor covering including preparing screed for new ceramic tiles	m2	425	
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>			
3	Acoustic tile suspended ceilings including suspension grid, hangers, etc	m2	233	
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**TSWELOPELE PRISON
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	<u>Hacking up/off and remove ceramic tiles including mortar bed or adhesives from the concrete or brickwork and preparing the surface for new screed, plaster, tile finish etc</u>				
4	Tiles to floors	m2	353		
5	Tiles to walls	m2	34		
	<u>Taking out and removing sundry joinery work</u>				
6	Timber skirtings from brickwork	m	81		
	<u>Stripping off epoxy and prepare the floor for new screed and new epoxy finish (elsewhere measured)</u>				
7	To floors and slabs	m2	2 225		
	<u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from the fittings and prepare to receive new (Elsewhere measured)</u>				
8	Single bowl end sink	No	2		
9	Wash hand basins	No	4		
10	Stainless steel toilet	No	5		
11	Water closet suite complete	No	2		
	<u>MAKING GOOD OF FINISHES</u>				
	<u>Making good plasterwork</u>				
12	Walls in patches	m2	34		
13	Internal plastering to match existing	m2	47		
	<u>PREPARATORY WORK TO EXISTING SURFACES</u>				
14	Repair/replace laminated finish on kitchen worktops	m2	34		
	<u>CLEANING AND UNBLOCKING OF EXISTING DRAINAGE PIPES</u>				
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Money Provision:

15 Provide a sum of R50 000,00 (Fifty thousand rand) for cleaning and unblocking of existing drainage pipes not clearly defined at the time of tender

Item

50 000,00

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	<u>CEILINGS, PARTITION AND ACCESS FLOORING ETC.</u>			
	<u>PREAMBLES</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>CEILINGS, ETC</u>			
	<u>SUSPENDED CEILINGS</u>			
	<u>600 x 1200 x 15mmThick "Dune Supreme" acoustic ceiling tiles laid on and including donn T-section inlay exposed tee suspension ceiling system including galvanised T38 main tees, T25 cross tees, hold-down clips, wedges, etc., all suspended with galvanised hangers at centres not exceeding 1200mm</u>			
1	Horizontal ceilings suspended not exceeding 1m below timber/steel soffits in patches	m2	233	
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	CEILING, PARTIIONS AND ACCESS FLOORING			

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	<u>METALWORK</u>			
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	<u>WELDED SCREENS, GATES, ETC</u>			
	<u>Mild steel</u>			
1	Gate size 813 x 2032mm high fixed to inside of 1.6mm double rebated steel door frames, gate formed out of 50 x 50 x 2,5mm rectangular tubing mitred at 45 degrees at corners before welding with 50 x 25 x 2,5mm rectangular tubing horizontal sections with 15 x 15mm mild steel solid square bar vertical uprights at centres as indicated with lockset case and lock	No	8	
	<u>SUNDRY STEELWORK</u>			
	<u>Corner protectors</u>			
2	100 x 75 x 8mm Angle section corner protectors in varying lengths with 20mm diameter bent lugs each 150mm girth welded on at 500mm centres, including embedding in concrete	kg	129	
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	<u>PLASTERING</u>			
	For preambles see "Construction works: Specifications: General Specification (PW-371-A) Edition 2.0"			

	<u>SCREEDS</u>			
	<u>3:1 Cement plaster screeds on concrete:</u>			
1	30mm Thick on floors in patches	m2	425	
	<u>INTERNAL PLASTER</u>			
	<u>4:1 cement plaster steel trowelled to smooth finish</u>			
2	On existing walls in patches	m2	312	
3	On narrow widths	m2	21	
	<u>CORNER PROTECTORS, DIVIDING STRIPS, ETC</u>			
4	3 x 25mm Flat section brass dividing strips between different floor finishes (Provisional)	m	65	
5	25 x 25 x 3mm Angle section dividing strip embedded in existing concrete floors (Provisional)	m	45	
	<u>POLYURETANE UREA CEMENT SELF-LEVELLING FLOOR 4mm (STONCLADUL)</u>			
	<u>STONCOR AFRICA or similar approved</u>			
6	On floors	m2	2 225	
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	<u>TILING</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>WALL TILING</u>			
	<u>200 x 200 x 5mm Ceramic wall tiles (Prime Cost amount of R 125.00/m2 including delivery to site and excluding VAT) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted jointing compound</u>			
1	On walls in patterns	m2	31	
2	On narrow widths	m2	3	
	<u>FLOOR TILING</u>			
	<u>240 x 240 x 11,5mm Ceramic floor tiles (PC R200.00/m2 VAT excl. delivered to site) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound</u>			
3	On floors	m2	425	
4	100mm High cut skirting tiles	m	81	
	<u>Sundries</u>			
5	Aluminium carpet to tile, tile in trim, 8mm high code TBC, with Natural mill colour finish between tile and other floor finishes-By Sure Strip Marketing	m	21	
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	<u>SANITARY FITTINGS</u>			
	<u>"Vaal"</u>			
1	510 x 405mm Hibiscus White vitreous china lavatory basin (product code 7050) with two tapholes including integrated overflow and chainstay hole, bolted to wall with two 10mm bolts (product code 8448ZO). with Plumbing (Cobra 011 951-5000) Cobra Watertech 32mm Machine chrome plated slotted basin waste union (303). Plumbing (Cobra 011 951-5000) Cobra Watertech 15mm chrome plated pillar tap (Code: 505-21B/p-WS/6-nolime) with blue indice and elbow action lever, manufactured in accordance with SANS 226:2009 Type 2 (BS 5412). Cobra Watertech 15mm chrome plated pillar tap (Code: 505-21R/p-WS/6-nolime) with red indice and elbow action lever, manufactured in accordance with SANS 226:2009 Type 2 (BS 5412). Plumbing (Cobra 011 951-5000) COBRA 309-32 "anti-theft" plug Plumbing (Cobra 011 951-5000) COBRA 345/50 bottle trap, 50mm, pvc outlet. Plumbing (Cobra 011 951-5000) COBRA angle regulating valves – COBRA 832/350F	No	4	
2	Daisy White vitreous china semi close coupled washdown suite comprising 90° outlet open rim pan (product code 751400) and matching 9 litre front single flush cistern (product code 710532) including lid, fitments and flushpipe elbow, including lid and fitments with heavy duty seat.	No	2	
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Franke or similar and approved

Stainless steel for sinks, wash hand basins, wc's, etc shall be type 304 (18/8)

3	Standard S2 double end bowl catering sink 1500 x 650mm with 150mm high integral splashback and stainless steel legs and adjustable foot pieces	No	1
4	LDS Code 350960 drip sink size 600 x 500mm fitted with stainless steel hinged bucket grid secured to wall with four anchor bolts	No	1
5	LDL Code 318600 wall mounted wash trough size 600 x 500 x 257mm deep fixed to wall with two galvanised mild steel Falcon brackets	No	1
6	1,2mm Thick Model HDSSB325318 heavy duty security type surround basin size 390 x 320 x 250mm deep complete with outer casing and welded base plate	No	2
7	1,2mm Thick Model 356185 heavy duty vandal proof wc pan size 485 x 390 x 435mm high with circular flushing rim and bowl, 38mm supply flush pipe and seven times bolted to wall and floor all in accordance with the manufacturers specifications	No	5
8	Model ENF-359206 heavy duty recessed drinking fountain and wash hand basin size 350 x 465 x 175mm deep with 15mm self closing metering tap built into recess in wall with steel lugs	No	3

TRAPS ETC

Marley or similar and approved

9	40mm Deep butyl rubber resealing "P" or "S" trap adjusted for double sink/trough	No	5
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"Cobra Watertech" or similar approved

10	40mm Chromium plated bottle trap as Code 345/40	No	3
11	40mm Chromium plated bottle trap as Code 365/50	No	3

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TAPS, VALVES, ETC

Cobra Watertech or similar and approved

12	15mm Star 208LK brass bibtap with hose union	No	2
13	15mm Stella 3338ST CP underwall stoptap	No	19
14	15mm Star 206EXT CP bibtap	No	9
15	15mm Stella 3314ST CP pillartap with colour indices	No	8
16	15mm KM2.200 self closing metering bibtap	No	2
17	15mm Stella 3294ST CP single taphole basin mixer with pop-up waste and angle regulating valves	No	10
18	15mm 503-21CP elbow action pillartap with 1/4 turn ceramic disc and colour indices	No	2
19	15mm Stella 166/041CP wall type sink mixer with swivel outlet	No	5
20	15mm KP2.6CP Vandalmaster vandal-resistant shower head	No	3

Covers, etc

21	550mm Diameter type 2A cast iron manhole cover and frame with GJ rotating wedge lock	No	2
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1	On ceilings and beams	m2	160	
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	<u>One coat primer, one undercoat and two coats eggshell enamel paint</u>				
2	On internal walls	m2	1 969		
3	On ceilings	m2	274		
	<u>One coat primer and Flowseal EPW AF anti fungal epoxy wall coating applied in accordance with manufacturer's instructions</u>				
4	On internal walls	m2	250		
	<u>ON PLASTER BOARD</u>				
	<u>One undercoat and two coats "Dura 50" acrylic emulsion paint</u>				
5	On ceilings	m2	70		
	<u>ON METAL</u>				
	<u>One coat zink chromate primer, one coat universal undercoat and two coats heavy duty SABS approved enamel paint</u>				
6	On doors and frames	m2	151		
7	On mesh screens and frames (both sides measured)	m2	347		
8	On record room and strongroom doors and frames	m2	12		
9	On louvre doors and windows	m2	15		
10	On windows	m2	73		
11	On gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m2	217		
12	On brackets, rails, etc not exceeding 300mm girth	m	229		
	<u>ON WOOD</u>				
	<u>One coat sanding sealer and two coats "Dura 50" acrylic emulsion on</u>				
13	Skirtings, cornices, rails, etc, not exceeding 300mm girth	m	93		
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	<u>One coat wood primer, one coat undercoat and two coats "Dulux Silthane Silk" paint on</u>		
14	On doors	m2	156
	<u>One sealer coat and two coats matt varnish</u>		
15	On doors	m2	140
	<u>One sealer coat and two coats polyurethane matt varnish</u>		
16	On shelves	m2	170
17	On general surfaces of fittings	m2	2
18	On slatted benches	m2	9
19	On skirtings, rails, etc, not exceeding 300mm girth	m	165

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	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>KITCHEN</u>			
	<u>KITCHEN EQUIPMENT THAT NEEDS MAJOR SERVICING, REPAIR AND 3 YEARS MAINTENANCE PLAN</u>			
1	Jacket cooling pot	No	2	
2	Tilting pans	No	5	
3	Combi Steamer oven	No	3	
4	Band 'meat'cutting saw	No	1	
5	Hotel stoves	No	3	
6	Food processors 'big'	No	1	
7	Food processors 'small'	No	3	
8	Bread slicer	No	1	
9	Freezer room	No	1	
10	Cooler rooms	No	2	
11	Extractor (canopy) fan	No	3	
12	Weighing scale	No	2	
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**KITCHEN EQUIPMENT THAT NEEDS MAJOR
 SERVICING, REPAIR AND 2 YEARS
 MAINTENANCE PLAN**

13	Jacket cooling pot	No	14
14	Tilting pans	No	3
15	Combi Steamer oven	No	1
16	Band 'meat'cutting saw	No	1
17	Hotel stoves	No	1
18	Industrial mincers	No	2
19	Potato peelers 'industrial'	No	2
20	Food processors 'big'	No	1
21	Food processors 'small'	No	1
22	Bread slicer	No	1
23	Extractor (canopy) fan and baffle filters	No	3
24	Midwall	No	1
25	Weighing scale	No	4
26	Grease trap	No	2

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 KITCHEN

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	<u>Bakery Equipment that needs major servicing repair and 3 years maintenance plan</u>			
1	Bread baking ovens	No	2	
2	Provers	No	1	
3	Dough moulders	No	3	
4	Dough mixers	No	2	
5	Cake mixer	No	1	
6	Bun divider	No	1	
7	Bread slicers	No	2	
8	Cooler room	No	1	
9	Heavy duty scale	No	1	
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Bakery Equipment that needs major servicing
repair and 2 years maintenance plan

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Provers

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**TSWELOPELE PRISON
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BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO. 3</u>			
	<u>LAUNDRY</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>Laundry Equipment that needs major servicing repair and 3 years maintenance plan</u>			
1	GIRBAU, Washing machines industrial x 55kg	No	5	
2	TULLIS, tumble dryers industrial x 55kg	No	4	
3	Speed queen tumble dryer x 12kg	No	1	
4	GIRBAU PS - 5132, iron roller press industrial	No	2	
5	FORENTA, iron steam press industrial	No	4	
6	Ingersol Rand Compressor, (200Litre) for air supply to steam press irons	No	1	
7	Cassette in the office	No	3	
8	Laundry plantroom	No	1	
	Carried to Collection			R
	Section No. 3 Bill No. 3 LAUNDRY			

TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS

Laundry Equipment that needs major servicing
repair and 2 years maintenance plan

9	GIRBAU, Washing machines industrial x 12kg	No	1
10	FORENTA, iron steam press industrial	No	1

Carried to Collection

R

Section No. 3
 Bill No. 3
 LAUNDRY

**TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS**

Section No. 3

Bill No. 3

LAUNDRY

COLLECTION

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 LAUNDRY

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TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO. 4</u>			
	<u>PAROLE BOARD, MULTI-PURPOSE HALL, TRANSPORT SECTION AND SUPPLY CHAIN EQUIPMENT</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>Parole board, multi-purpose hall, transport section and supply chain equipment that needs major service, repair and 3 years maintenance plan</u>			
1	Floor standing units	No	15	
	<u>Parole board, multi-purpose hall, transport section and supply chain equipment that needs to be replaced and 2 years maintenance plan</u>			
2	Cassette	No	10	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3			
	Bill No. 4			
	PAROLE BOARD, MULTI PURPOSE HALL, TRANSPOR			

TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u> <u>BILL NO. 5</u> <u>FACULTY OF EDUCATION</u> For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0" ----- <u>Faculty of Education Equipment that needs major servicing repair and 3 years maintenance plan</u>			
1	Cassette	No	2	
	<u>Faculty of Education Equipment that needs major servicing repair and 2 years maintenance plan</u>			
2	Cassette	No	8	
	Carried Forward to Summary of Section No. 3 Section No. 3 Bill No. 5 FACULTY OF EDUCATION			R

TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO. 6</u>			
	<u>CELL BLOCK K1-K2</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>Block K1-K2 equipment that needs major service repair and 3 year maintenance plan</u>			
1	Floor standing units	No	5	
2	Wall mounted fans	No	7	
3	Roof fans	No	19	
4	Dishwasher	No	6	
5	Midwall split unit	No	8	
	<u>Block K1-K2 equipment that needs to be replaced and 2 year maintenance plan</u>			
6	Floor standing units	No	7	
7	Wall mounted fans	No	5	
8	Roof fans	No	5	
9	Dishwasher	No	6	
10	Midwall split unit	No	6	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3			
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	CELL BLOCKS K1-K2			

TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u> <u>BILL NO. 7</u> <u>CELL BLOCK O</u> For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0" ----- <u>Block O equipment that needs major service repair and 3 year maintenance plan</u>			
1	Roof fans	No	6	
	<u>Block O equipment that needs to be replaced and 2 year maintenance plan</u>			
2	Cassette	No	6	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3 Bill No. 7 CELL BLOCK O			

TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO. 8</u>			
	<u>HOSPITAL</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>Hospital equipment that needs major service, repair and 3 years maintenance plan</u>			
1	Cassette	No	6	
2	Supply diffuser to be cleaned	No	8	
3	Midwall	No	5	
4	Disc valve	No	8	
5	Fans	No	4	
	<u>Hospital equipment that needs to be replaced and 2 year maintenance plan</u>			
6	Cassette	No	7	
	<u>Hospital medical gas equipment that needs to be repaired and recommissioned and a 2 years maintenance plan</u>			
7	Oxygen	No	43	
8	Vacuum	No	43	
9	Medical gas plantroom	No	1	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3			
	Bill No. 8			
	HOSPITAL			

TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO. 9</u>			
	<u>MAIN ADMIN BLOCK</u>			
	For preambles see "Construction works: Specifications: General Specification (PW 371-A) Edition 2.0"			

	<u>Main Admin Block equipment that needs major service, repair and 3 year maintenance plan</u>			
1	Floor standing unit	No	8	
2	Cassette	No	5	
3	Midwall split unit	No	2	
	<u>Main Admin block equipment that needs to be replacement and 2 year maintenance plan</u>			
4	Floor standing unit	No	13	
5	Cassette Unit	No	5	
6	Midwall Split Unit	No	5	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3			
	Bill No. 9			
	MAIN ADMIN BLOCK			

**TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
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Bill No	<u>SECTION SUMMARY - MECHANICAL WORKS</u>	Page No	Amount
1	KITCHEN	69	
2	BAKERY	72	
3	LAUNDRY	75	
4	PAROLE BOARD, MULTI PURPOSE HALL, TRANSPORT SECTION AND SUPPLY FOOD CHAIN	76	
5	FACULTY OF EDUCATION	77	
6	CELL BLOCKS K1-K2	78	
7	CELL BLOCK O	79	
8	HOSPITAL	80	
9	MAIN ADMIN BLOCK	81	
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TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
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Item No		Quantity	Rate	Amount
	<u>SECTION NO 4</u>			
	<u>BILL NO. 1</u>			
	<u>SMALL POWER AND LIGHTING INSTALLATION</u>			
	<u>Distribution Boards</u>			
	To comply with SANS 10142-1			
	<u>Supply, delivery and install DB's constructed in sections with barriers between and separate doors to each section, sub-frames, chassis, fixtures, internal wiring, switchgear and equipment detailed in Standard Specification</u>			
	<u>Replace only when damaged DB Board without equipment as specified (Refer to schematic)</u>			
1	Material	No	36	
2	Labour	No	36	
	<u>Replace only when damaged, install and connect circuit breaker on DB board as indicated or instructed by Engineer.</u>			
	<u>200A triple pole circuit breaker, 5kA</u>			
3	Material	No	20	
4	Labour	No	20	
	<u>150A triple pole circuit breaker, 5kA</u>			
5	Material	No	20	
	Carried to Collection			R
	Section No. 4 Bill No. 1 SMALL POWER AND LIGHTING INSTALLATION			

**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

6	Labour	No	20	
	<u>125A triple pole circuit breaker, 5kA</u>			
7	Material	No	15	
8	Labour	No	15	
	<u>100A triple pole circuit breaker, 5kA</u>			
9	Material	No	60	
10	Labour	No	60	
	<u>80A triple pole circuit breaker, 5kA</u>			
11	Material	No	60	
12	Labour	No	60	
	<u>60A double pole isolator earth leakage unit, 5kA</u>			
13	Material	No	150	
14	Labour	No	150	
	<u>50A single pole circuit breaker, 5kA</u>			
15	Material	No	280	
16	Labour	No	280	
Carried to Collection				R
Section No. 4 Bill No. 1 SMALL POWER AND LIGHTING INSTALLATION				

**TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS**

	<u>40A single pole circuit breaker, 5kA</u>			
17	Material	No	210	
18	Labour	No	210	
	<u>30A single pole circuit breaker, 5kA</u>			
19	Material	No	280	
20	Labour	No	280	
	<u>25A single pole circuit breaker, 5kA</u>			
21	Material	No	250	
22	Labour	No	250	
	<u>20A Single pole circuit breaker, 5kA</u>			
23	Material	No	180	
24	Labour	No	180	
	<u>15A Single pole circuit breaker, 5kA</u>			
25	Material	No	150	
26	Labour	No	150	
	<u>10A single pole circuit breaker, 5kA</u>			
27	Material	No	200	
	Carried to Collection			R
	Section No. 4			
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	SMALL POWER AND LIGHTING INSTALLATION			

**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
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INSTALLATION: REPAIR AND RENOVATIONS**

28	Labour	No	200		
	<u>Complete Spare openings filled with dummy breakers, as specified</u>				
29	Material	No	360		
30	Labour	No	360		
	<u>Complete supply and installation surge arrestors in each electrical distribution board, as specified</u>				
31	Material	No	36		
32	Labour	No	36		
	<u>Conduit</u>				
	<u>PVC conduits cast in concrete, chased into brickwall or Ceiling void</u>				
	<u>20mmØ</u>				
33	Material	m	1 800		
34	Labour	m	1 800		
	<u>25mmØ</u>				
35	Material	m	1 900		
36	Labour	m	1 900		
	<u>32mmØ</u>				
37	Material	m	1 800		
	Carried to Collection				
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**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

38	Labour	m	1 800		
	<u>Terminations onto conduit boxes or DB's</u>				
	<u>20mm PVC</u>				
39	Material	m	20		
40	Labour	m	20		
	<u>25mm PVC</u>				
41	Material	m	20		
42	Labour	m	20		
	<u>Supply and installation of 60mm Dia round 1-4 way ceiling boxes including connection of conduit and extension rings</u>				
	<u>20mmØ</u>				
43	Material	No	36		
44	Labour	No	36		
	<u>25mmØ</u>				
45	Material	No	36		
46	Labour	No	36		
	<u>Supply and installation of galvanised pressed boxes flush in wall, including bushes, locknuts and box extensions where required:</u>				
	Carried to Collection				
	Section No. 4 Bill No. 1 SMALL POWER AND LIGHTING INSTALLATION				R

**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

	<u>Complete 100x100x50mm outlet box complete with cover lid, as specified</u>				
47	Material	No	350		
48	Labour	No	350		
	<u>Complete 100x50x50mm outlet box complete with cover lid, as specified</u>				
49	Material	No	250		
50	Labour	No	250		
	<u>Wiring</u>				
	<u>PVC insulated copper conductors drawn into conduit, wiring trunking or power skirting</u>				
	<u>2.5mm² PVC wire</u>				
51	Material	m	1 800		
52	Labour	m	1 800		
	<u>4mm² PVC wire</u>				
53	Material	m	1 900		
54	Labour	m	1 900		
	<u>2.5mm² PVC Twin & Earth cable, including terminations</u>				
55	Material	m	1 800		
56	Labour	m	1 800		
	Carried to Collection				
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**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

	<u>Draw Wire</u>				
57	Material	m	1 800		
58	Labour	m	1 800		
	<u>Switches - Socket Outlets - Isolators</u>				
	<u>Surface or flush mounted complete with covers and screws</u>				
	<u>16A single socket outlet</u>				
59	Material	No	150		
60	Labour	No	150		
	<u>16A double socket outlet</u>				
61	Material	No	140		
62	Labour	No	140		
	<u>Floor pedestal complete with normal sso,dedicated sso, tel & data.</u>				
63	Material	No	140		
64	Labour	No	140		
	<u>Complete 16A 1-lever/1-way light switch</u>				
65	Material	No	110		
66	Labour	No	110		
	Carried to Collection				
	Section No. 4				
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	SMALL POWER AND LIGHTING INSTALLATION				
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**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

	<u>Complete 16A 2-lever/1-way light switch</u>				
67	Material	No	110		
68	Labour	No	110		
	<u>Complete 16A 1-lever/2-way light switch</u>				
69	Material	No	150		
70	Labour	No	150		
	<u>20A Photocell</u>				
71	Material	No	180		
72	Labour	No	180		
	<u>Recessed 20A DP isolator</u>				
73	Material	No	40		
74	Labour	No	40		
	<u>Recessed 60A DP isolator</u>				
75	Material	No	130		
76	Labour	No	130		
	<u>Recessed 80A DP isolator</u>				
77	Material	No	145		
	Carried to Collection				
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**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

78	Labour	No	145		
	<u>Surface 60A TP isolator watertight</u>				
79	Material	No	152		
80	Labour	No	152		
	<u>Centurion Heavy duty motor gates replace</u>				
81	Material	No	10		
82	Labour	No	10		
	<u>Electronic boom gate repair</u>				
83	Material	No	5		
84	Labour	No	5		
	<u>Repair Electronic roller shutter doors</u>				
85	Material	No	15		
86	Labour	No	15		
	<u>Power Skirting</u>				
	<u>Supply, Delivery and Installation of a completed 2 compartment steel power skirting only where required and damaged</u>				
	<u>2 compartment power skirting</u>				
87	Material	m	600		
	Carried to Collection				
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**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
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INSTALLATION: REPAIR AND RENOVATIONS**

88	Labour	m	600		
	<u>16A single socket outlet on power skirting</u>				
89	Material	No	250		
90	Labour	No	250		
	<u>Complete Telephone infrastructure on power skirting</u>				
91	Material	No	150		
92	Labour	No	150		
	<u>Complete Data infrastructure on power skirting</u>				
93	Material	No	250		
94	Labour	No	250		
	<u>Dedicated Red 16A single socket outlet on power skirting</u>				
95	Material	No	350		
96	Labour	No	350		
	<u>Replace Damaged Luminaires or Replace light tubes and globes where required per Block</u>				
	<u>Supply and install all different type of luminaires globes and tubes</u>				
97	Material	No	3 500		
	Carried to Collection				
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**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

98	Labour	No	3 500		
	<u>Type F2</u>				
	<u>1500mm 2X58W open channel LED luminaire.</u>				
99	Material	No	377		
100	Labour	No	377		
	<u>Type F3</u>				
	<u>Complete recessed 1200mmx600mm 3X36W decorative LED lamp with low brightness diffuser</u>				
101	Material	No	247		
102	Labour	No	247		
	<u>Type F4</u>				
	<u>1500mm 2X36W Waterproof LED luminaire with energy saving Lamps.</u>				
103	Material	No	550		
104	Labour	No	550		
	<u>Type F5</u>				
	<u>Resistant LED wall mounted light</u>				
105	Material	No	367		
106	Labour	No	367		
	<u>Type F6</u>				
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TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
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 INSTALLATION: REPAIR AND RENOVATIONS

	<u>Fluorescent LED Tube Light Fitting with Reflector 1500mm</u>			
107	Material	No	400	
108	Labour	No	400	
	<u>Type F7</u>			
	<u>Parking lights Aerodynamic resistance</u>			
109	Material	No	180	
110	Labour	No	180	
	<u>Type B2</u>			
	<u>Complete Square surface mount interior bulkhead with 17 W LED lamps with electronic control gear and High- pressure die-cast aluminium base. similar or equal and approved.</u>			
111	Material	No	120	
112	Labour	No	120	
	<u>Type D1</u>			
	<u>120mm diameter LED Panel recessed Downlight 18W similar or equal and approved.</u>			
113	Material	No	150	
114	Labour	No	150	
	<u>Type B1</u>			
	Carried to Collection			
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**TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
INSTALLATION: REPAIR AND RENOVATIONS**

	<u>Complete Wall mounted Interior bulkhead complete with 2x18W LED lamp, control gear, black trip similar or equal and approved.</u>			
115	Material	No	375	
116	Labour	No	375	
	<u>Type E</u>			
	<u>Complete wall mounted LED exit luminaire complete</u>			
117	Material	No	72	
118	Labour	No	72	
	<u>STANDBY GENERATOR</u>			
119	Servicing and maintenance of standby generators for 3year duration			SUM
	<u>TRANSFORMERS AND MINI-SUBSTATIONS</u>			
120	Servicing and maintenance of transformers and minisubs for 3year duration			SUM
121	Painting and cleaning of field Kisok			SUM
	<u>Supply and Install Earthing and Bonding for the installation</u>			
	Earthing of all buildings to comply with the latest SANS 10142 1&2 Wiring of Premises as amended and as specified. Bonding of all hot, cold and waste pipes complete with 12,5mm x 1mm thick solid or perforated copper tape including terminations			
	<u>Earth and Bond Distribution Board</u>			
122	Material			SUM
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TSWELOPELE PRISON
FACILITIES MANAGEMENT CONTRACT:
BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
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123	Labour		SUM	
	<u>Earth and Bond Water Pipes per building</u>			
124	Material		SUM	
125	Labour		SUM	
	<u>Earth and Bond Gutters and Roof per building</u>			
126	Material		SUM	
127	Labour		SUM	
	<u>Testing of the Earth installation by a Specialist Contractor</u>			
128	Material		SUM	
129	Labour		SUM	
	<u>Lightning Protection Installation</u>			
	<u>Supply, install and test a complete lightning protection installation, including aluminium and copper conductors, test joints, PVC conduit, earth electrodes for the following building but not limited to: -Only area where required to be replaced</u>			
130	Prison, as specified		SUM	
	<u>Testing and Commissioning</u>			
131	Inspections, testing and handing over of the complete installation in the presence of the complete installation in the presence of the Engineer and certify the results on the Certificate of compliance by an accredited person.:		SUM	
	Carried to Collection		R	
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	SMALL POWER AND LIGHTING INSTALLATION			

**TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS**

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SMALL POWER AND LIGHTING INSTALLATION

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SMALL POWER AND LIGHTING INSTALLATION

**TSWELOPELE PRISON
 FACILITIES MANAGEMENT CONTRACT:
 BUILDING RELATED SERVICES, ELECTRICAL AND MECHANICAL
 INSTALLATION: REPAIR AND RENOVATIONS**

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1	PRELIMINARIES	49	
2	BUILDING WORKS	66	
3	MECHANICAL WORKS	82	
4	ELECTRICAL WORKS	97	
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	Add: Value Added Tax at 15%		R
	Carried to Form of Tender		R

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities Management contract:Building related,electrical and mechanical services</i>		
Bid no:	KIM 10/2021	Reference no:	19/2/4/2/2/2327/486

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

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

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

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

Any other particulars:

.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....
.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....
.....

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

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

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		

5.3	<p>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	<p>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	<p>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Kimberley:DCS:Tswelopele Prison:Facilities Management contract:Building related,electrical and mechanical services		
Bid no:	KIM 10/2021	Reference no:	19/2/4/2/2/2327/486

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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.

Name of Bidder	Signature	Date	Position

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

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:

- 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)*

- *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.

- 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.
- 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			
6			
7			
8			
9			
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11			
12			
13			
14			
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:

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-15.3: 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)*

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: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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9			
10			
11			
12			
13			
14			
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:

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).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2.

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

1.3. Points for this bid shall be awarded for:

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

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

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

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

1.1. B-BBEE Status Level of Contributor: . . . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

1.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1. Name of company/firm:.....

1.2. VAT registration number:.....

1.3. Company registration number:.....

1.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

1.6. COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

1.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in



paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

.....

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

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities Management contract:Building related,electrical and mechanical services</i>	
Tender / quotation no:	KIM 10/2021	Closing date: 27 September 2021
Advertising date:	03 September 2021	Validity period: 56 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						

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

**T2.2 Returnable Documents
that will be incorporated into
the contract**

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

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities Management</i>		
	<i>contract:Building related,electrical and mechanical services</i>		
Tender no:	<i>KIM 10/2021</i>	Reference no:	<i>19/2/4/2/2/2327/486</i>

1. I / We confirm that the following communications received from the Department of Public Works 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 before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities Management</i>		
	<i>contract:Building related,electrical and mechanical services</i>		
Tender no:	<i>KIM 10/2021</i>	Reference no:	<i>19/2/4/2/2/2327/486</i>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
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DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities Management</i> <i>contract:Building related,electrical and mechanical services</i>		
Tender no:	KIM 10/2021	Reference no:	19/2/4/2/2/2327/486

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date



DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	<i>Kimberley:DCS:Tswelopele Prison:Facilities Management</i> <i>contract:Building related,electrical and mechanical services</i>		
Tender no:	KIM 10/2021	Reference no:	19/2/4/2/2/2327/486

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date