



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE**

BILLS OF QUANTITIES

FOR

**MALUTI MAGISTRATES COURT
MAINTENANCE RECONFIGURATION AND UPGRADES TO
EXISTING FACILITIES**

IN

MALUTI, EASTERN CAPE

CONSISTING OF:

- **VOLUME 1 : TENDERING PROCEDURES (this document)**
- **VOLUME 2 : RETURNABLE DOCUMENT**
- **VOLUME 3 : CONTRACT**

QUANTITY SURVEYOR:

BTKM Quantity Surveyors
104 Nelson Mandela Drive
Mthatha
5099

ARCHITECT:

Mpande consultants cc
58 Wesly Street
Mthatha
5099

**APRIL 2025
MTH02/2025**

REPUBLIC OF SOUTH AFRICA
DEPARTEMENT OF PUBLIC WORKS AND INFRASTRUCTURE
BILLS OF QUANTITIES
FOR
MALUTI MAGISTRATES COURT
MAINTENANCE RECONFIGURATION AND UPGRADES
TO EXISTING FACILITIES
IN
MALUTI, EASTERN CAPE
VOLUME 1: TENDERING PROCEDURE

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APRIL 2025



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE NO: 19/2/4/2/2/6993/3

TENDER NO: MTH02/2025

VOLUME 1

TENDERING PROCEDURES

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T.1.1: Tender Notice and Invitation to Tender

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE, RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
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Tender no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3
Advertising date:	04 April 2025	Closing date:	29 April 2025
Closing time:	11h00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **7 GB or 7 GB*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or Not applicable Not applicable PE*** or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

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

Functionality criteria ¹ :	Weighting factor:
<p>CRITERIA 1 - COMPANY EXPERIENCE</p> <p>The bidder to list successfully completed and comparable condition-based maintenance, repair and renovations or refurbishments related projects to the value threshold equal or above R20 000 000 per project and completed within the past 10 years (Up to and including 2015) on the DPW-09, namely:</p> <ul style="list-style-type: none"> Name of Employer; Contact number; Contract sum; Contractual commencement date; Contractual completion date, and Certificate of practical completion clearly stipulating date of completion. <p>Failure to provide complete information on this form or or provide information regarding the bidder's experience will lead to the bidder not scoring points in this criteria. Bidders must also note that failure to submit CERTIFICATE OF PRACTICAL COMPLETION will lead to the bidder not scoring points in this criteria.</p> <p>Completed similar construction project to the value between R20 million and R35 million. - (5 Weight PER PROJECT)</p> <p>Completed similar construction projects to the value above R35 million and up to R50 million. - (6 Weight PER PROJECT)</p> <p>Completed similar construction project to a value above R50 million. (10 Weight PER PROJECT)</p>	30

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

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

<p>CRITERIA 2 - REFERENCE LETTERS</p> <p>Provide signed reference letters from Clients, Principal Agents, other Consultants or Project Managers confirming your company's appointment, performance and recommending your company's performance on the projects on CRITERIA 1 LISTED ABOVE. (Maximum of 5 letters)</p> <p>Total score per reference letter will be used and weighting is to be rounded to the nearest whole number.</p> <p>Each reference letter is scored out of a maximum weight of 6</p> <p>30 Weight = 5 Points</p> <p>(NB: ALL FIGURES WILL BE ROUNDED OFF TO THE NEAREST WHOLE NUMBER)</p>	<p>30</p>
<p>CRITERIA 3 - FINANCIAL CAPACITY</p> <p>Submission of a valid bank rating document from your Banking institution with a minimum threshold of R4 million over a (6) months.</p> <p>A bank rating letter with an amount lower than the threshold value will not earn points.</p> <p>NB: A bank letter should contain only one bank code and not a combination of 2 or more. If more codes are contained of a letter, the bank rating letter will not be considered.</p> <p>A Bank rating/Code of "E". (2 Weight = 1 Point)</p> <p>A Bank rating/Code of "D". (4 Weight = 2 Points)</p> <p>A Bank rating/Code of "C". (6 Weight = 3 Points)</p> <p>A Bank rating/Code of "B". (8 Weight = 4 Points)</p> <p>A Bank rating/Code of "A". (10 Weight = 5 Points)</p>	<p>10</p>

<p>CRITERIA 4 - EXPERIENCE</p> <p>Provide the following information for Site Agent or Contracts Manager who will be employed full time on this project:</p> <ul style="list-style-type: none"> A detailed Curriculum Vitae; Originally certified copies of ID; Originally certified copies of built environment academic qualifications; A summary of completed projects as a Site Agent / Contracts Manager; <p>FAILURE TO PROVIDE CERTIFIED DOCUMENTS LISTED ABOVE = 0 Points.</p> <p>Note: The Site Agent or Contracts Manager with the Highest number of years' experience, will be utilized for evaluation purposes.</p> <p>5 to 7 Years experience in the construction industry as a site agent or contracts manager (4 Weight = 1 Point)</p> <p>More than 7 but less or equal to 9 Years experience in the construction industry as a site agent or contracts manager (8 Weight = 2 Points)</p> <p>More than 9 but less or equal to 11 Years experience in the construction industry as a site agent or contracts manager (12 Weight = 3 Points)</p> <p>More than 11 but less or equal to 13 Years experience in the construction industry as a site agent or contracts manager (16 Weight = 4 Points)</p> <p>More than 13 years' experience in the construction industry as a site agent or contracts manager (20 Weight = 5 Points)</p>	<p>20</p>
<p>CRITERIA 5 - QUALIFICATION</p> <p>Provide ORIGINALLY certified proof of qualification(s) in the built environment for the Site Agent or Contracts Manager or General Foreman</p> <p>Trade Test - (2 Weight = 1 Point)</p> <p>NQF Level 5 (Higher Certificate) - (4 Weight = 2 Points)</p> <p>NQF Level 6 (Diploma) - (6 Weight = 3 Points)</p> <p>NQF Level 7 (Degree) - (8 Weight = 4 Points)</p> <p>NQF Level 8 or Higher (Honours or Higher) - (10 Weight = 5 Points)</p>	<p>10</p>
<p>Total</p>	<p>100 Points</p>

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

<p>Minimum functionality score to qualify for further evaluation:</p>	<p>70</p>
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

<p>This is to ensure that a competent and a well balanced contractor in terms on the functionality requirements is selected to execute the work.</p>
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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".

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

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

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

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

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

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

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

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

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

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



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

Table 1

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

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

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

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

Table 2

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

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

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

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

6. BID EVALUATION METHOD

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

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

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

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

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

7.2 Commercial risks:

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

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

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

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

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

(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Applicable
(g)	Labour Intensive Works – Condition of Contract.	Applicable
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address
Department of Public Works, PRD Building, 5th Floor, Mthatha. A non-refundable bid deposit of **R 700** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

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

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

Venue:	Maluti Magistrates Court		
Virtual meeting link:	N/A		
Date:	15 April 2025	Starting time:	11h00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Mr Thandile Xani	Telephone no:	047 502 7115
Cellular phone no	066 248 9147	Fax no:	
E-mail	thandile.xani@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Mr Sibonelo Xulu	Telephone no:	012 406 1892
Cellular phone no	066 335 6306	Fax no:	
E-mail	Sibonelo.xulu@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 5007 Mthatha 5099 Attention: Procurement section: Room 5th floor	OR	Deposited in the tender box at: Department of Public Works and Infrastructure PRD building, 5th Floor Sutherland Street Mthatha Mr Sibonelo Xulu - 066 335 6306 Mr Thandile Xani - 066 248 9147
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Invitation to Bid: PA-32

PART A
INVITATION TO BID (EXEMPTION)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MTH02/2025	CLOSING DATE:	29 April 2025	CLOSING TIME:	11h00
DESCRIPTION	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS)

Department of Public Works and Infrastructure
 PRD Building
 5th Floor
 Mthatha
 5099

OR POSTED TO:

Department of Public Works and Infrastructure
 Private Bag X 5007
 Mthatha
 5099

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	XXX
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	NDPWI	CONTACT PERSON	THANDILE XANI
CONTACT PERSON	SIBONELO XULU	TELEPHONE NUMBER	066 248 9147 OR 047 502 7115
TELEPHONE NUMBER	012 492 3141	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	THANDILE.XANI@DPW.GOV.ZA
E-MAIL ADDRESS	SIBONELO.XULU@DPW.GOV.ZA		

Invitation to Bid: PA-32

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

T.1.2: Tender Data

DPW-03 (EC): TENDER DATA

Project title:	<i>MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES</i>
Reference no:	19/2/4/2/2/6993/3

Tender / Quotation no:	MTH02/2025	Closing date:	29 April 2025
Closing time:	11h00	Validity period:	12 Weeks (84 Calender days)

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

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C.1.4	The Employer's agent is:	
	Name:	Mr Thandile Xani
	Capacity:	Departmental Project Manager
	Address:	Departmental project Manager 7th Floor, PRD Building, Sutherland Street, Mthatha 5100
	Tel:	047 502 7115 / 066 248 9147
	Fax:	N/A
	E-mail:	thandile.xani@dpw.gov.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7 GB or 7 GB** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Applicable <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 7 GB or 7 GB** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 7 GB or 7 GB** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p>	
<p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Applicable</p>		

Tender no: MTH02/2025

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
Criteria 1 - Company Experience	30
Criteria 2 - Reference Letters	30
Criteria 3 - Financial Capacity	10
Criteria 4 - Experience	20
Criteria 5 - Qualification	10
Total	100 Points

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

Minimum functionality score to qualify for further evaluation:	70
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D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



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

Table 1

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

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

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

Table 2

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

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

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

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

Table 3

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

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

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

Tender no: MTH02/2025

E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

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

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

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

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

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

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

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

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

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C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p>Department of Public Works and Infrastructure PRD building, 5th Floor Sutherland Street Mthatha 5099</p>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

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



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE**

BILLS OF QUANTITIES

FOR

**MALUTI MAGISTRATES COURT
MAINTENANCE RECONFIGURATION AND UPGRADES TO
EXISTING FACILITIES**

IN

MALUTI, EASTERN CAPE

CONSISTING OF:

- VOLUME 1 : TENDERING PROCEDURES
- **VOLUME 2 : RETURNABLE DOCUMENT (this document)**
- VOLUME 3 : CONTRACT

QUANTITY SURVEYOR:

BTKM Quantity Surveyors
104 Nelson Mandela Drive
Mthatha
5099

ARCHITECT:

Mpande consultants cc
58 Wesly Street
Mthatha
5099

**APRIL 2025
MTH02/2025**

REPUBLIC OF SOUTH AFRICA
DEPARTEMENT OF PUBLIC WORKS
BILLS OF QUANTITIES
FOR
MALUTI MAGISTRATES COURT
MAINTENANCE RECONFIGURATION AND UPGRADES
TO EXISTING FACILITIES
IN
MALUTI, EASTERN CAPE
VOLUME 2 : RETURNABLE DOCUMENT

QUANTITY SURVEYORS
BTKM Quantity Surveyors
104 Nelson Mandela
Mthatha
5099

Mr Y. Ndzandzeka
Tel: 047 – 531 0438

ARCHITECTS
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58 Wesly Street
Mthatha
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Mr.C Badenhorst
Tel: 083 644 6327

DEPARTMENT OF PUBLIC WORKS

REGIONAL OFFICE: MTHATHA
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5099
Mr. T Xani

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APRIL 2025

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CIDB Certificate

Tax Clearance Certificate

B-BBEE Certificate

Letter of Good Standing with Department of Labour

Registration On National Treasury's Central Supply Database (CSD)

Certified Copies of ID(s) of Directors



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE NO. 19/2/4/2/2/6993/3

TENDER NO: MTH02/2025

**VOLUME 2
RETURNABLE DOCUMENTS**

NAME OF CONSTRUCTION COMPANY:

.....
RETURNABLE DOCUMENT

T.2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender / Quote no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3
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
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
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	Yes
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: **MTH02/2025**

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 C.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
Priced Bills of Quantities	225	Yes
Programme of Works		Yes
OHS Plan		

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 C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
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 (<i>if applicable</i>)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	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)	225 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	1 Pages	<input checked="" 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

Tender no: **MTH02/2025**

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

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
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.
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).	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.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	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.

Signed by the Tenderer:

Name of representative	Signature	Date

C1.1 FORM OF OFFER AND ACCEPTANCE

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

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender / Quotation no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

OFFER

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

MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES

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 figures) R

Rand (in words).....

.....

.....

The amount in words takes precedence over the amount in figures. 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:.....
--	-----------	--

*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"
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Tender / Quotation no: MTH02/2025

AND WHO IS (if applicable):	
Trading under the name and style of:	
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.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the 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 ☐
 - (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 ☐

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

*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

Effective date 5 July 2022

Tender / Quotation no: MTH02/2025

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.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

*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"

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Effective date 5 July 2022

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Tender / Quotation no: MTH02/2025

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	PRD building, 5th Floor Sutherland Street Mthatha 5099

WITNESSED BY:

Name of witness	Signature	Date

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

Effective date 5 July 2022

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C.2.2 Bills of Quantities

SECTION NO.1

PRELIMINARIES

SECTION 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the **Contract Data** issued with the tender.

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

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

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

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

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

TENDERER'S SELECTIONS

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

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

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

PRICING OF PRELIMINARIES

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

PRICING OF BILLS OF QUANTITIES

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

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

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

VALUE ADDED TAX

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

SECTION A: PRINCIPAL BUILDING AGREEMENT

INTERPRETATION

A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

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

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

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

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

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

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

DEFAULT INTEREST: No Clause

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

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

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

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

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

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

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

A2.0 LAW, REGULATIONS AND NOTICES

Clause 2.0

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

A3.0 OFFER AND ACCEPTANCE

Replace Clause 3.3 with the following:

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

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

A4.0 CESSION AND ASSIGNMENT

Clause 4.0

Ref Clause 6.7 [CD] - Clause 4.2

Replace Clause 4.3 with the following:

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

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

A5.0 **DOCUMENTS**

Clause 5.0

Replace last sentence of Clause 5.2 with the following:

The original signed **agreement** shall be held by the **Employer**

Replace Clause 5.4 with the following:

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

Replace Clause 5.5 with the following:

The parties may publish or disclose on any platform only the contract scope and contract amount

F:.....

V:.....

T:.....

Item

A6.0 **EMPLOYER'S AGENTS**

Clause 6.0

Replace Clause 6.5 with the following:

Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

Add the following as Clause 6.7:

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12

F:.....

V:.....

T:.....

Item

A7.0 **DESIGN RESPONSIBILITY**

Clause 7.0

Replace first sentence of Clause 7.2 with the following:

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

F:.....

V:.....

T:.....

Item

INSURANCES AND SECURITIES

A8.0 **WORKS RISK**

Clause 8.0

Replace Clause 8.4 with the following:

The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and

security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

F:.....

V:.....

T:.....

Item

A9.0 INDEMNITIES

Clause 9.0

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

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

9.2.9 No Clause

9.2.10 No Clause

Add the following as clause 9.3:

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

F:.....

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Item

A10.0 INSURANCES

Clause 10.0

Replace Clause 10.1 with the following:

The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]

Add the following as Clause 10.1.5.1:

Hi Risk Insurance

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

Add the following as Clause 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether

belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3 Replace Clause with the following:

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days of the date of letter of acceptance**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy.

10.1.5.1.4 Replace Clause with the following:

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

10.2 Replace Clause with the following:

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

10.6 No Clause

Add the following as Clause 10.11

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

F:.....

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Item

A11.0 SECURITIES

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

Add the following to Clause 11.1:

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

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

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

11.1.1 No Clause

11.1.2 No Clause

11.2.2 No Clause

11.3 No Clause

Replace Clause 11.4.1 with the following:

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

11.5 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

Add the following as Clause 11.11:

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

Add the following as Clause 11.11.1:

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

Add the following as Clause 11.11.2:

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

Add the following as Clause 11.11.3:

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

Add the following as Clause 11.11.4:

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

Add the following as Clause 11.11.5:

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

Add the following as Clause 11.11.6:

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

Add the following as Clause 11.12:

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

Add the following as Clause 11.12.1:

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

variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

Add the following as Clause 11.12.2:

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

Add the following as Clause 11.12.3:

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

Add the following as Clause 11.12.4:

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

Add the following as Clause 11.13:

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

Add the following as Clause 11.13.1:

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

Add the following as Clause 11.13.2:

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

Add the following as Clause 11.13.3:

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

Add the following as Clause 11.13.4:

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

Add the following as Clause 11.13.5:

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

Add the following as Clause 11.14.1:

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

Add the following as Clause 11.14.2:

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

Add the following as Clause 11.14.3:

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

Add the following as Clause 11.14.4:

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

Add the following as Clause 11.14.5:

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

Add the following as Clause 11.15:

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

Add the following as Clause 11.15.1:

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

Add the following as Clause 11.15.2:

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

Add the following as Clause 11.16:

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

Add the following as Clause 11.17:

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

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

EXECUTION

A12.0 **OBLIGATIONS OF THE PARTIES**

Clause 12.0

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

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

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

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

Replace Clause 12.2.5 with the following :

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

Replace Clause 12.2.13 with the following:

Designate a competent person full time on site to continuously administer and control the

works on site and to receive and implement notices and contract instructions on behalf of the contractor

Add the following as Clause 12.2.22:

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

Add the following as Clause 12.2.23:

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

Offices

The **contractor** shall provide, maintain and remove on completion of the **works** an office accommodation or boardroom for the exclusive use of the **principal agent**, minimum size 10 x 4 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]

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Item

Main notice board

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

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V:.....

T:.....

Item

A13.0 SETTING OUT

Clause 13.0

F:.....

V:.....

T:.....

Item

A14.0 NOMINATED SUBCONTRACTORS

Clause 14.0

Ref Clause 6.7 [CD] - Clause 14.1.4

14.1.5 No Clause

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

Ref Clause 6.7 [CD] - Clause 14.6

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Item

Item		R	c
A15.0	<p>SELECTED SUBCONTRACTORS</p> <p>Clause 15.0</p> <p>Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5</p> <p>15.1.5 No Clause</p> <p>Replace Clause 15.1.2 with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer</p> <p>Replace “principal agent ” with “employer” [6.7 [CD]] in Clause 15.4.1</p> <p>F:..... V:..... T:..... Item</p>		
A16.0	<p>DIRECT CONTRACTORS</p> <p>Clause 16.0</p> <p>F:..... V:..... T:..... Item</p>		
A17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Replace Clause 17.4 with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21</p> <p>Add the following clause as Clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.</p> <p>F:..... V:..... T:..... Item</p> <p>COMPLETION</p>		
A18.0	<p>INTERIM COMPLETION</p> <p>Clause 18.0</p> <p>F:..... V:..... T:..... N/A</p>	-	-
A19.0	<p>PRACTICAL COMPLETION</p> <p>Clause 19.0</p> <p>Replace Clause 19.5 with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section</p> <p>Add the following as Clause 19.8: WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and</p>		

defects apparent at the date of practical completion to be completed or rectified to achieve works completion.

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

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

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

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

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

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

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

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

F:.....
Item

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A20.0 COMPLETION IN SECTIONS

Clause 20.0

Add the following as Clause 20.2.1.A

A certificate of Works Completion [19.8]

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Item

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T:.....

A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Replace Clause 21.1 with the following:

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

Replace Clause 21.6 with the following:

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

And/or

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

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

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

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

Add the following as Clause 21.14:

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

F:.....

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T:.....

Item

A22.0

LATENT DEFECTS LIABILITY PERIOD

Clause 22.0

22.3.2 No Clause

F:.....

V:.....

T:.....

Item

A23.0

REVISION OF THE DATE FOR PRACTICAL COMPLETION

Clause 23.0

Ref Clause 6.7 [CD] – Clause 23.1

Ref Clause 6.7 [CD] – Clause 23.2

23.2.13 No Clause

Replace Clause 23.3 with the following:

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

Ref Clause 6.7 [CD] - Clause 23.7

Ref Clause 6.7 [CD] - Clause 23.8

F:.....

V:.....

T:.....

<p>Item</p> <p>A24.0</p>	<p>Item</p> <p>PENALTY FOR LATE OR NON-COMPLETION</p> <p>Clause 24.0</p> <p>Replace Clause 24.1 with the following: Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final-completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]</p> <p>Replace Clause 24.2 with the following: Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final-completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:</p> <p>Replace Clause 24.2.1 with the following: The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]</p> <p>F:..... V:..... T:.....</p> <p>Item</p> <p>PAYMENT</p> <p>A25.0 PAYMENT</p> <p>Clause 25.0</p> <p>Replace Clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount</p> <p>Add the following to Clause 25.3:</p> <p>25.3.12 Monthly Local content report,</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)</p> <p>25.3.14 Tax Invoice</p> <p>25.3.15 Labour intensive report</p> <p>25.3.16 Contract participation goal reports</p> <p>25.5 No Clause</p> <p>Replace Clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p> <p>25.7.5 No clause.</p>
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Replace Clause 25.10 with the following:

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

Replace Clauses 25.12 to 25.12.3 with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

F:.....

Item

V:.....

T:.....

A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

Clause 26.0

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following:

The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion

Ref Clause 6.7 [CD] – Clause 26.12

F:.....

V:.....

T:.....

Item

A27.0 RECOVERY OF EXPENSE AND/OR LOSS

Clause 27.0

Replace Clause 27.1.2 with the following:

Interest due to late payment only

Replace Clause 27.1.4 with the following:

Interest due to late payment only

27.1.5 No Clause

Replace Clause 27.5 with the following:

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

Add the following as Clause 27.6:

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

F:.....

V:.....

T:.....

Item

SUSPENSION AND TERMINATION

A28.0 SUSPENSION BY THE CONTRACTOR

Clause 28.0

28 No Clause

28.1 No Clause

28.1.1 No Clause

28.1.2 No Clause

28.1.3 No Clause

28.1.4 No Clause

28.1.5 No Clause

28.2 No Clause

28.3 No Clause
28.4 No Clause

F:.....
Item

V:.....

T:.....

A29.0 TERMINATION

Clause 29.0

Add the following as Clause 29.1.4:

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

Add the following as Clause 29.1.5:

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

Add the following as Clause 29.1.6:

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

Replace Clause 29.7 with the following:

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

Replace Clause 29.9 with the following:

The employer has the right of recovery against the contractor, where applicable, [CD] from:

The guarantee for construction (variable) until the final payment has been made;

or

The guarantee for construction (fixed) until the date of practical completion;

or

The payment reduction until the final payment is made;

or

The cash deposit made as security until the final payment is made

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

F:.....

V:.....

T:.....

Item

DISPUTE RESOLUTION

A30.0

DISPUTE RESOLUTION

Clause 30.0

Replace Clause 30.2 with the following:

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

30.3 to 30.7.7 No Clauses**Replace Clause 30.8 with the following:**

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

30.8.1 No Clause**Replace Clause 30.8.2 with the following:**

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

Replace Clause 30.8.3 with the following:

Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses

Replace Clause 30.9 with the following:

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

30.10 No Clause

30.12 No Clause

F:.....

V:.....

T:.....

Item

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

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

Item				R	c
	F:..... Item	V:.....	T:.....		
B4.3	Geotechnical and other investigations				
	F:..... Item	V:.....	T:.....		
B4.4	Encroachments				
	F:..... Item	V:.....	T:.....		
B4.5	Existing premises occupied				
	F:..... Item	V:.....	T:.....		
B4.6	Services - known				
	F:..... Item	V:.....	T:.....		
B5.0	MANAGEMENT OF CONTRACT				
B5.1	Management of the works				
	F:..... Item	V:.....	T:.....		
B5.2	Progress meetings				
	F:..... Item	V:.....	T:.....		
B5.3	Technical meetings				
	F:..... Item	V:.....	T:.....		
B6.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS				
B6.1	Samples of materials				
	F:..... Item	V:.....	T:.....		
B6.2	Workmanship samples				
	F:..... Item	V:.....	T:.....		
B6.3	Shop drawings				
	F:..... Item	V:.....	T:.....		
B6.4	Compliance with manufacturer's instructions				
	F:..... Item	V:.....	T:.....		

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

Item			R	c
B7.0	DEPOSITS AND FEES			
B7.1	Deposits and fees			
	F:..... Item	V:.....	T:.....	
B8.0	TEMPORARY SERVICES			
B8.1	Water			
	F:..... Item	V:.....	T:.....	
B8.2	Electricity			
	F:..... Item	V:.....	T:.....	
B8.3	Ablution and welfare facilities			
	F:..... Item	V:.....	T:.....	
B8.4	Communication facilities			
	F:..... Item	V:.....	T:.....	
B9.0	PRIME COST AMOUNTS			
B9.1	Responsibility for prime cost amounts			
	F:..... Item	V:.....	T:.....	
B10.0	ATTENDANCE ON SUBCONTRACTORS			
B10.1	General attendance			
	<p>The contractor shall at his own expense provide the following general attendance on the subcontractors:</p> <p>Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the contractor</p> <p>The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation</p> <p>The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials</p> <p>The use of erected scaffolding belonging to the contractor, in common with others having the like right, while it remains erected on the site</p> <p>The use, at reasonable times by arrangement of the contractor's erected hoisting equipment</p>			
	F:..... Item	V:.....	T:.....	
B10.2	Special attendance			
	F:..... Item	V:.....	T:.....	

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

Item			R	c
B11.0	GENERAL			
B11.1	Protection of the works			
	F:..... Item	V:.....	T:.....	
B11.2	Protection/isolation of existing works and works occupied in sections			
	F:..... Item	V:.....	T:.....	
B11.3	Security of the works			
	F:..... Item	V:.....	T:.....	
B11.4	Notice before covering work			
	F:..... Item	V:.....	T:.....	
B11.5	Disturbance The contractor shall keep the site , structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent			
	F:..... Item	V:.....	T:.....	
B11.6	Environmental disturbance			
	F:..... Item	V:.....	T:.....	
B11.7	Works cleaning and clearing			
	F:..... Item	V:.....	T:.....	
B11.8	Vermin			
	F:..... Item	V:.....	T:.....	
B11.9	Overhand work			
	F:..... Item	V:.....	T:.....	
B11.10	Tenant installations			
	F:..... Item	V:.....	T:.....	
B11.11	Advertising			
	F:..... Item	V:.....	T:.....	

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

SECTION C: SPECIFIC PRELIMINARIES

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

C1.0 CONTRACT DRAWINGS

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

* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

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

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

F:.....

V:.....

T:.....

Item

C2.0 PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

F:.....

V:.....

T:.....

Item

C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities** / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

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

F:.....

V:.....

T:.....

Item

C4.0 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

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

SECTION 1: PRELIMINARIES (SECTION C)
Collection

Each Item Carried to

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

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

C5.0 VIEWING THE SITE IN SECURITY AREAS

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

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

C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS

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

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

C7.0 ENTRANCE PERMITS TO SECURITY AREAS

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

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

C8.0 SECURITY CHECK OF PERSONNEL

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

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

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

C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS

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

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

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

C10.0 **HIV/AIDS AWARENESS**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

C10.1 **AWARENESS CHAMPION**

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

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

C10.2 **AWARENESS WORKSHOPS**

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

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

C10.3 **POSTERS, BOOKLETS, VIDEOS, ETC.**

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

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

C10.4 **ACCESS TO CONDOMS**

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

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

C10.5 **MONITORING**

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

SECTION 1: PRELIMINARIES (SECTION C)
Collection
Each Item Carried to

F:.....

V:.....

T:.....

Item

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** / lump sum document

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

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

F:.....

V:.....

T:.....

Item

C12.0 **EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON 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** / lump sum document

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

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

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

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

F:.....

V:.....

T:.....

Item

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

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

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

C14.0 **OTHER SPECIFIC PRELIMINARIES**

14.1 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract.

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so.

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor.

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

14.2 Working hours

The work shall be executed outside normal working hours i.e. 15h00 until 23h00 from Monday to Friday. Work required to be executed outside of these hours and on weekends must be arranged with the Court Manager in advance. Non-working hours are from 08:00 to 15:00 Monday to Friday.

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

14.3 Cooperation of the contractor for cost management

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget. The contractor undertakes to extend these procedures, as necessary, to all subcontractors.

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

SECTION 1: PRELIMINARIES (SECTION C)
Collection

Each Item Carried to

14.4 Overloading

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.

F:.....

V:.....

T:.....

Item

14.5 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept 'ponded' for at least forty eight hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing.

F:.....

V:.....

T:.....

Item

14.6 Community liaison officer

The contractor shall employ during the construction period a community liaison officer. A monetary allowance has been included in C2:2: Bills of Quantities for the salary of the community liaison officer, but the contractor shall allow for all other costs related to the employment of the community liaison officer such as but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.

F:.....

V:.....

T:.....

Item

14.7 Employment of SMME subcontractors

It is the requirement of the employer that the contractor enhances the use of SMME's on the project. The contractor shall allow for all administrative costs relating to the employment of SMME's, which shall include but not limited to administration, appointment, training, health and safety and payment and the contractor shall enter into contract agreements for minimum of 30% of the contract value.

F:.....

V:.....

T:.....

Item

14.8 Administration

The contractor must allow for all costs, including profit and attendance, associated with administration, appointment, training of students, candidate professionals as applicable and included in this tender document (refer Provisional Sums section). No additional claims in this regard shall be entertained.

F:.....

V:.....

T:.....

Item

**SECTION 1
PRELIMINARIES
COLLECTION**

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A25.0	Payment	5		
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B6.0	Samples, shop drawings and manufacturer's instructions			
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SECTION NO. 2

CAPITAL WORKS

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 1</u> <u>ALTERATIONS</u></p> <p>SUPPLEMENTARY PREAMBLES</p> <p>General:</p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent.</p> <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately.</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing.</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork.</p>				
Carried to Collection			R	
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Alterations				

	Unit	Quantity	Rate	Amount
<p>Where existing openings are given in number as built up, the existing surfaces all round shall be prepared as necessary, brickwork or blockwork properly toothed and bonded to existing or tied to concrete with 30 x 1,6mm galvanised hoop iron ties to every third course, wedged up to underside of existing lintels and finishes shall be made good on both sides as described.</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc).</p> <p>Removal or demolition of existing work comprising or containing asbestos products:</p> <p>Where existing works comprising or containing asbestos products are removed or demolished, the contractor shall ensure that such work is conducted in accordance with the provisions of the Asbestos Regulations promulgated by Government Notice No. R.155 of 10 February 2002, as amended, as provided for in clause 12 (9) of the Construction Regulations.</p> <p>Such work shall be carried out by a company registered with the Department of Labour as an Asbestos Contractor.</p> <p>Prior to the commencement of such works, a plan of work approved by an approved Asbestos Inspection Authority shall be submitted to the Provincial Director/Provincial Executive Manager.</p> <p>Temporary barriers, screens and supports:</p> <p>The temporary barriers, screens and supports measured hereafter are those that are specified and indicated on drawings only. The contractor shall provide all other barriers, screens and supports he deems necessary and shall allow for the cost thereof under the relevant items in the Preliminaries Bill.</p> <p>Note: Old materials shall become the property of the Contractor and shall be removed from site and disposed of in an approved manner.</p>				
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	Unit	Quantity	Rate	Amount
<p>Notice</p> <p>The Contractor shall, before commencing demolition work, obtain all necessary authorisation for carrying out the work, by whatever means including the use of pneumatic equipment or blasting, give all necessary notices and pay all charges and fees in connection therewith. The Contractor shall also comply with all regulations pertaining to rodent extermination, handling of asbestos/fibre cement and other dangerous products, etc and pay all necessary fees. All receipts and required certificates shall be handed to the Principal Agent and the Contractor shall pay all relevant charges and fees, which shall be deemed to be included in his prices. The Contractor shall give ample notice to the Principal Agent and authorities regarding any disconnections necessary prior to the removal or interruption of electrical or telephone cables, water and sanitary services, etc</p> <p>Removal or demolition of existing work comprising or containing asbestos products:</p> <p>Where existing works comprising or containing asbestos products are removed or demolished, the Contractor shall ensure that such work is conducted in accordance with the provisions of the Asbestos Regulations promulgated by Government Notice No. R 155 of 10 February 2002, as amended, as provided for in clause 12 (9) of the Construction Regulations. Such works shall be carried out by a company registered with the Department of Labour as an Asbestos Contractor. Prior to the commencement of such works, a plan of work approved by an approved Asbestos Inspection Authority shall be submitted to the Provincial Director/ Provincial Executive Manager.</p> <p><u>Breaking down and removing brickwork etc:</u></p> <p>1 Half brick walls.</p> <p>2 One brick walls.</p> <p><u>Breaking up and removing unreinforced concrete:</u></p> <p>3 Breaking up and removing precast concrete benches 10000mm long x 450mm wide x 800mm high.</p>				
	m ²	57		
	m ²	49		
	No	1		
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		Unit	Quantity	Rate	Amount
4	Ditto but 6000mm long x 450mm wide x 800mm high.	No	1		
5	Ditto but 4000mm long x 450mm wide x 800mm high.	No	8		
6	Ditto but 2000mm long x 450mm wide x 800mm high.	No	4		
7	Break up 170mm thick concrete surface bed and prepare trench to receive new concrete footing (elsewhere).	m ²	121		
	<u>Taking out and removing doors, windows etc including frames, thresholds, sills, etc and building up openings in brick walls, including making good cement plaster on one side and face brick work to match existing on other side (making good paintwork elsewhere):</u>				
8	Steel roller shutter door and frame 3400 x 2800mm high from one brick wall.	No	3		
	<u>Taking out and removing doors, windows etc including frames, thresholds, sills, etc and preparing openings in brick walls for and building in new door frames and windows (new door frames and window elsewhere) including making good concrete and screed in threshold and cement plaster on both sides and into reveals (making good paintwork elsewhere):</u>				
9	Timber single door and steel frame 813 x 2064mm high from half brick wall.	No	6		
10	Timber single door and steel frame 813 x 2064mm high from one brick wall.	No	6		
11	Steel roller shutter door and frame 1200 x 2100mm high from one brick wal	No	4		
	<u>Taking out/off and removing sundry metalwork:</u>				
12	Welded metal security gate size 1018 x 2020mm, formed of 100 x 100 square cube frame with one horizontal member and eight vertical bembers bolted to concrete or brickwork.	No	3		
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Alterations					

		Unit	Quantity	Rate	Amount
	<u>Taking down and removing roofs, floors, panneling, ceilings, partitions, etc:</u>				
13	Tongued and grooved timber suspended floors, including timber joists, bearers, skirtings, etc.	m ²	41		
14	600 x 600mm suspended fire proof ceiling tiles in white coated exposed aluminium grid system in patches	m ²	23		
15	Aluminium, glass and timber partition wall 2900mm high including doors, glazing, fixed to counter tables, skirtings ect	m	24		
	<u>Taking up and removing vinyl floor coverings, carpeting, etc:</u>				
16	Vinyl tile floor covering including preparing screed for new vinyl floor covering in patches.	m ²	1 523		
17	Ceramic tiles.	m ²	78		
	<u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere):</u>				
18	WC suite comprising stainless steel prison pan with a pressed concealed flushing rim and integral.	No	2		
19	Stainless steel urinal size 2800 x 550mm on concrete step, flushing cistern, etc.	No	2		
20	Stainless steel wash hand basin	No	2		
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc:</u>				
21	30mm Granolithic from concrete floors.	m ²	48		
22	Internal plaster from walls.	m ²	249		
	<u>MAKING GOOD OF FINISHES, ETC</u>				
	<u>Making good face brickwork:</u>				
23	Making good plaster to face of wall where half brick wall removed.	m	3		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 1				
	Alterations				

		Unit	Quantity	Rate	Amount
24	Faces of walls, including removing damaged bricks and replacing with new to match existing.	m ²	81		
25	Facebrick cills, including removing damaged bricks and replacing with new to match existing.	m	7		
	<u>REPOINTING OF EXISTING FACEBRICK WALLS</u>				
	<u>Raking out joints approximately 12mm deep from finished face of facebrick walls to remove loose mortar and repoint joints with class II mortar, including leaving surfaces clean on completion:</u>				
26	On walls.	m ²	73		
	<u>OPENING THROUGH EXISTING WALLS ETC</u>				
	<u>Breaking out for and forming plain opening through brick walls, including prestressed concrete lintels, making good cement plaster on one side and facebrickwork on other side, into reveals and with 20MPa concrete thresholds with steel trowelled finish (new doors and frames and making good paintwork elsewhere):</u>				
27	Opening for door with steel frame 1616 x 2064mm high overall through one brick wall.	No	6		
28	Opening for refuse door opening 2000 x 2800mm high overall through one brick wall.	No	6		
	<u>SERVISING OF AND REPAIRS TO GALVANISED STEEL WINDOWS</u>				
	<u>Cleaning, servicing, overhauling and adjusting timber doors in steel frames including hinges, locks, barrelbolts, etc as necessary and leave in working order to open/ close and stand freely and properly, including new screws etc for refixing existing ironmongery as necessary:</u>				
29	Single door.	No	3		
30	Double door.	No	1		
31	Welded metal security mesh at drop-off pick-up yard, size 14000 x 9500mm, formed of 100 x 100 square cube frame with high security mesh fixed to frame and bolted to concrete or brickwork.	No	1		
	<u>REMOVAL OF EXISTING WORK</u>				
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 2</u> <u>EARTHWORKS</u> SUPPLEMENTARY PREAMBLES Carting away of excavated material: Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site. Nature of ground: The nature of the ground is assumed to be gravel, therefore earth, but possibly interspersed with soft rock or hard rock. Filling and layer work materials: References such as 'G1', 'G2', etc and 'C1', 'C2', etc in descriptions of filling and layer work materials refer to corresponding references in the document 'Guidelines for Road Construction Materials. TRH 14 : 1985' compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter. Testing: Testing done on instruction of the principal agent or engineer shall be paid in accordance with the items provided hereafter, if the test results are compliant. <u>EXCAVATIONS</u> <u>Excavation in earth not exceeding 2m deep:</u> 1 Trenches in existing buildings. m ³ 6 2 Reduced levels under floors. m ³ 11 3 Holes m ³ 2 <u>Extra over trench and hole excavations in earth for excavation in:</u> 4 Soft rock. m ³ 2 5 Hard rock. m ³ 1 <div>Carried to Collection</div> <div>R</div> <div>Section No. 2</div> <div>Bill No. 2</div> <div>Earthworks</div>				
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		Unit	Quantity	Rate	Amount
	<u>Extra over all excavations for carting away:</u>				
6	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m ³	19		
	<u>Risk of collapse of excavations:</u>				
7	Sides of trench and hole excavations not exceeding 1,5m deep.	m ²	22		
	<u>Keeping excavations free of water:</u>				
8	Keeping excavations free of all water other than subterranean water	Item			
	<u>FILLING, ETC</u>				
	<u>Selected earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 95% Mod AASHTO density:</u>				
9	Backfilling to trenches, holes, etc	m ³	8		
	<u>Filling of G7 earth filling supplied by the contractor, compacted to 95% Mod AASHTO density:</u>				
10	Under floors, paving, steps, etc.	m ³	11		
11	Backfilling to trenches, holes, etc.	m ³	8		
	<u>Filling of G5 natural gravel material supplied by the contractor, compacted to 95% Mod AASHTO density:</u>				
12	Under floors, paving, steps, etc	m ³	1		
	<u>Coarse river sand filling supplied by the Contractor compacted to 100% Mod AASHTO density:</u>				
13	Under floors, etc.	m ³	1		
	<u>Compaction of ground surfaces:</u>				
14	Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m ²	135		
	Carried to Collection			R	
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		Unit	Quantity	Rate	Amount
<u>WEED KILLERS, INSECTICIDES, ETC</u>					
<u>Soil insecticide in accordance with SANS 5859 applied by a registered pest control company under a 10 (ten) year guarantee:</u>					
15	Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	135		
16	To bottoms and sides of trenches etc.	m ²	14		
<u>TESTS</u>					
<u>Prescribed tests to determine degree of compaction or other properties of ground or filling:</u>					
17	Modified AASHTO Density test.	No	5		
18	Founding material indicator test, including sample collection.	No	10		
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	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>CAPITAL WORKS</u></p> <p><u>BILL NO. 3</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Costs of tests:</u></p> <p>The costs of making, storing and testing of concrete test cubes shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Engineer. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Engineer. (Test cubes are measured separately).</p> <p><u>Formwork:</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to soffits of solid slabs, etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.</p> <p>Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.</p> <p><u>Movement joints:</u></p> <p>Formwork to edges of concrete at movement joints has been measured elsewhere, unless otherwise described.</p>				
Carried to Collection			R	
<p>Section No. 2</p> <p>Bill No. 3</p> <p>Concrete, Formwork And Reinforcement</p>				

		Unit	Quantity	Rate	Amount
<u>UNREINFORCED CONCRETE</u>					
<u>15Mpa/19mm Concrete:</u>					
1	Filling to cavities of hollow brick walls and piers in foundations.	m ³	1		
<u>15Mpa/19mm Concrete cast against excavated surfaces:</u>					
2	Surface blinding under strip footings.	m ³	2		
<u>REINFORCED CONCRETE</u>					
<u>15Mpa/19mm Concrete:</u>					
3	Filling to cavities of hollow brick walls and piers in foundations	m ³	1		
<u>25Mpa/19mm Concrete:</u>					
4	Bases.	m ³	4		
5	Surface beds cast in panels on waterproofing.	m ³	1		
6	Slabs	m ³	1		
7	Isolated beams in patches.	m ³	1		
<u>30Mpa/19mm Concrete:</u>					
8	Columns in patches.	m ³	1		
9	HVAC Plinth on concrete roof	m ³	3		
<u>30Mpa/19mm Concrete cast against excavated surfaces:</u>					
10	Strip footings in existing buildings.	m ³	4		
<u>TEST CUBES</u>					
11	Making and testing set of 150 x 150 x 150mm concrete strength test cubes.	No	5		
<u>CONCRETE SUNDRIES</u>					
<u>Finishing top surface of concrete smooth with a wood float:</u>					
12	Surface beds, slabs, etc.	m ²	22		
<u>Finishing top surface of concrete to non-slip surface with wood float and course hard grass broom:</u>					
13	Surface beds, etc to falls.	m ²	22		
Carried to Collection				R	
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Concrete, Formwork And Reinforcement					

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CONCRETE, FORMWORK AND REINFORCEMENT

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Concrete, Formwork And Reinforcement

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>CAPITAL WORKS</u></p> <p><u>BILL NO. 4</u></p> <p><u>MASONRY</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Sizes in descriptions:</u></p> <p>Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick.</p> <p><u>Hollow walls etc:</u></p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.</p> <p><u>Face bricks:</u></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour.</p> <p>Bricks shall match existing.</p> <p><u>Pointing:</u></p> <p>Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.</p> <p><u>Wire Ties:</u></p> <p>Walls in thicknesses of more than one skin (one brick walls and cavity walls) shall have wire ties at 1m centres horizontally in every third course. Wire ties shall be galvanised steel "Butterfly" type and of sufficient length to allow not less than 75mm of each end to be built into brickwork.</p> <p><u>Brickwork reinforcement:</u></p> <p>Galvanisd brickwork reinforcement shall have corrosion resistance as per SANS2001-CM1 and SANS 935.</p> <p><u>BRICKWORK IN FOUNDATIONS</u></p> <p><u>Brickwork of NFX (14MPa) clay bricks in class II mortar:</u></p>				
1	m ²	6		
Carried to Collection				R
Section No. 2				
Bill No. 4				
Masonry				

		Unit	Quantity	Rate	Amount
2	285mm cavity walls of two half brick skins including wire ties.	m ²	27		
	<u>BRICKWORK IN SUPERSTRUCTURE</u>				
	<u>Brickwork of NFP bricks in class II mortar:</u>				
3	Piers	m ³	2		
4	Half brick walls.	m ²	67		
5	Half brick walls in beamfilling.	m ²	85		
6	One brick walls including wire ties.	m ²	219		
7	One brick walls in parapet walls to allow for new roof height	m ²	26		
8	285mm cavity walls of two half brick skins including wire ties.	m ²	44		
	<u>BRICKWORK SUNDRIES</u>				
9	Cutting toothings and bonding new brickwork to existing in foundations.	m	6		
10	Cutting toothings and bonding new brickwork to existing.	m	1		
11	Splayed mortar fillet one course high in 50mm cavity.	m	1		
12	Closing 50/65mm cavity of hollow wall vertically with brickwork half brick wide.	m	1		
13	Gyproc or similar approved fire resistant wall cladding as per manufactures specification and application	m ²	61		
	<u>Joint forming material in movement joints:</u>				
14	12mm Bitumen impregnated fibre board built in vertically through brick walls not exceeding 300mm wide.	m	44		
	<u>2.8mm Hot dip galvanised (SANS 935) brickwork reinforcement with 300mm laps:</u>				
15	75mm Wide reinforcement built in horizontally.	m	18		
16	150mm Wide reinforcement built in horizontally.	m	28		
	Carried to Collection			R	
	Section No. 2				
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	Masonry				

		Unit	Quantity	Rate	Amount
17	150mm Wide reinforcement built in horizontally in foundations.	m	15		
	<u>Prestressed fabricated concrete lintels including necessary temporary supports:</u>				
18	108 x 70mm Lintels in lengths not exceeding 3m.	m	12		
19	108 x 70mm Lintels in lengths exceeding 3m and not exceeding 4,5m.	m	17		
20	148 x 70mm Lintels in lengths not exceeding 3m.	m	13		
21	148 x 70mm Lintels in lengths exceeding 3m and not exceeding 4,5m.	m	1		
	<u>Galvanised hoop iron cramps, ties, etc:</u>				
22	32 x 1,2mm tie 2m girth bent double with one end built into brickwork and other end fixed to timber or steel structure.	No	2		
23	30 x 1,6mm Wall tie 500mm long with one end shot pinned to concrete and other en built into brickwork in foundations	No	2		
	<u>Air bricks, breeze blocks, etc:</u>				
24	3,5MPa Precast concrete grille block size 190 x 190 x 190mm finished smooth on exposed surfaces including bedding, jointing and pointing.	No	4		
	<u>FACE BRICKWORK</u>				
	<u>Firelight Travertine FBX' face bricks pointed with recessed horizontal and vertical joints to match existing:</u>				
25	Extra over brickwork for face brickwork.	m ²	20		
26	Extra over brickwork for face brickwork in foundations	m ²	1		
27	Extra over brickwork to piers and pilasters for face brickwork.	m ²	2		
28	Extra over brickwork to piers and pilasters for face brickwork in foundations.	m ²	2		
29	Half brick walls pointed on both sides.	m ²	1		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 4				
	Masonry				

		Unit	Quantity	Rate	Amount
30	220mm Brick-on-edge copings on top of one brick walls pointed on top and one side.	m	218		
31	Fair cutting and fitting around pipe not exceeding 100mm external diameter.	No	1		
<u>FIBRE-CEMENT WINDOW SILLS</u>					
<u>'Everite Nutec' or similar Approved window sills in single lengths bedded in 3:1 cement mortar including metal fixing lugs screwed to underside with self tapping screws:</u>					
32	15 x 150mm Wide sills set sloping and slightly projecting.	m	74		
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		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 5</u> <u>WATERPROOFING</u> <u>DAMPPROOFING OF WALLS AND FLOORS</u> <u>One layer 375µm embossed polyethylene damp proof course (SANS 952- 1985 Type B):</u>					
1	In walls vertically at reveals.	m	34		
2	In walls	m	45		
<u>One layer 250 micron USB polyethylene waterproof sheeting (SANS 952-1985 Type C) laid with a minium 200mm overlaps and sealed with pressure sensitive tape:</u>					
3	Under surface beds.	m ²	20		
<u>JOINT SEALANTS ETC</u> <u>Approved polyurethane sealing compound including primer, etc:</u>					
4	In joints between steel/ alumunium door or window frames and face brickwork or concrete.	m	245		
5	In joints between window sills and face brickwork or plaster.	m	22		
<u>Approved polyurethane sealing compound including bond breaker, primer, etc and raking out expansion joint filler as necessary:</u>					
6	12 x 12mm In expansion joints in walls.	m	22		
7	20 x 20mm In expansion joints in floors with and including closed cell expanded polyethylene backing cord.	m	5		
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Bill No. 5					
Waterproofing					

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 6</u> <u>ROOF COVERINGS</u> <u>SUPPLEMENTARY PREAMBLES</u> <p>The roof sheeting system shall be manufactured and supplied by an approved reputable company and installed in strict accordance with the manufacturer's specifications. Fixing of all roof sheeting shall be in accordance with the manufacturer's approved instruction book. The manufacturer shall comply with the ISO 9002 Quality Management System.</p> <p>An approved five-year written guarantee of site workmanship and watertightness shall be issued by the contractor after final inspection of the roof sheeting.</p> <u>ROOF VENTILATORS AND ROOFLIGHTS</u> <u>14mm laminated clear glass skylight, fixed to 4,5mm steel support on 60 x 60 x 4,5mm hollow mild steel section fixed on top of brick work including case ends, corners for sealing water tight as per manufactures specification (Refer to attached drawing No. 2311-BLKA-w554</u>				
1 Skylight overall size 1265 x 2500mm fixed to structural steel support laid to fall.	No	3		
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Bill No. 6				
Roof Coverings				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 7</u> <u>CARPENTRY AND JOINERY</u> <u>FLUSH DOORS</u> <u>Semi solid core flush doors with commercial veneer covering on both sides with hardwood edge strips to vertical edges, hung to steel frames:</u>				
1 44mm semi-solid flush door size 813 x 2032mm high with rectangular cut out for louvre size 450 x 280mm high (elsewhere measured) fixed to steel door frame (Door Type T1).	No	8		
2 44mm semi-solid flush door size 813 x 2032mm high with rectangular cut out for louvre size 450 x 200mm high (elsewhere measured) fixed to steel door frame (Door Type T1a).	No	1		
3 44mm semi-solid flush door size 813 x 2032mm high with rectangular cut out for louvre size 600 x 600mm high (elsewhere measured) fixed to steel door frame (Door Type T8).	No	1		
4 44mm semi-solid flush door size 813 x 2032mm high fixed to steel door frame (Door Type T4).	No	1		
5 44mm semi-solid flush door size 813 x 2032mm high fixed to steel door frame for access to ducts (Door Type T6).	No	1		
6 44mm semi-solid flush door size 912 x 2032mm high with rectangular cut out for louvre size 450 x 280mm high (elsewhere measured) fixed to steel door frame (Door Type T2 & T2a).	No	4		
7 44mm semi-solid flush door size 912 x 2032mm high fixed to steel door frame, access controlled (elsewhere measured) (Door Type T3b).	No	1		
8 44mm semi-solid flush door size 762 x 2033mm high fixed to steel door frame with 150mm undercut, for ablution cubicles (Door Type T7).	No	3		
Carried to Collection			R	
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		Unit	Quantity	Rate	Amount
9	44mm solid flush double door size 1511 x 2033mm high with rebated meeting stiles with two active leaf each size 755.5mm fixed to steel heavy duty door frame (Door Type T9).	No	1		
	<u>FRAMES, RAILS, SKIRTINGS, ETC.</u>				
	<u>Wrought meranti:</u>				
10	22 x 75mm Arris rounded, hollow backed hardwood skirting including 19mm quadrant bead, plugged.	m	138		
	<u>Natural Oak to Court Building:</u>				
11	Horizontal timber wall cladding finished with natural oak slats with veneer and back plastic felt backing, fixed to plastered walls.	m ²	81		
12	Horizontal timber dwarf wall cladding finished with natural oak slats with veneer with 32mm thick solid cap and back plastic felt backing, fixed to 75 x 25mm timber structure on accused stand.	m ²	7		
13	Horizontal timber dwarf wall cladding finished with natural oak slats with veneer with 32mm thick solid cap and back plastic felt backing, fixed to 75 x 25mm timber structure on witness stand.	m ²	5		
14	Horizontal timber dwarf wall cladding finished with natural oak slats with veneer with 32mm thick solid cap and back plastic felt backing, fixed to 75 x 25mm timber structure on Magistrate stand.	m ²	8		
15	Extra over 40mm semi solid gridcore door size 860 x 880mm with commercial veneer fixed to wall cladding ditto.	No	3		
16	3000mm long x 570mm wide x 510mm high accused bench seating bench	No	3		
17	1500mm long x 570mm wide x 510mm high witness bench seating bench	No	3		
	Carried to Collection			R	
	Section No. 2				
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CARPENTRY AND JOINERY

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Carpentry And Joinery

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	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 8</u> <u>CEILINGS PARTITIONS AND ACCESS FLOORING</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Materials and workmanship:</u> Timber brandering shall comply with SANS 1707-2 and SANS 1783-4.</p> <p><u>Fixing:</u> Items described as nailed shall be deemed to be fixed with non-corrosive nails or shot pins to brickwork or concrete. Items described as plugged shall be deemed to include screwing with non-corrosive screws to fibre, plastic or metal plugs at not exceeding 540mm centres, and where described as bolted the bolts have been measured elsewhere. Descriptions of wood cornices or cover strips shall be deemed to include punching nail heads and countersinking screw heads and filling with matching wood filler.</p> <p><u>Ceilings:</u> Unless otherwise described ceilings shall be deemed to be horizontal.</p> <p><u>Steel components:</u> All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121.</p> <p><u>Openings in nailed-up ceilings:</u> Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p> <p><u>Proprietary suspended ceilings:</u> Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations.</p>				
<p>Carried to Collection</p> <p>Section No. 2 Bill No. 8 Ceilings Partitions And Access Flooring</p>			R	

	Unit	Quantity	Rate	Amount
<p>Electrical light fittings, diffusers, panels, etc generally are lay in units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof).</p> <p><u>General:</u></p> <p>Only specialist ceiling subcontractors approved by the manufacturer of the materials shall be allowed to execute the work. Ceiling boards shall be arranged symmetrically about the room, with cut boards along walls and straight joints in both directions.</p> <p><u>CEILING CONSTRUCTION, CORNICES, ETC.</u></p> <p><u>Suspended ceilings</u></p> <p>1 Suspended lay-in type ceiling, comprising 15mm CAPCO or equally approved fire shield ceiling tiles size 600 x 600mm (nominal dimensions) finished with 80 µm vinyl laminate foil cladding with 25mm wide proprietary white colour-capped exposed metal tee-grid system suspended horizontally 1m below horizontal underside of concrete roof, etc, including hold-down clips (four per tile) and suitable timber or metal noggings pieces fixed at ends of tiles to prevent deflection.</p> <p><u>Bulkheads</u></p> <p>2 Ceiling bulkhead 730 x 300mm deep comprising 12mm standard-quality gypsumboard, scrimming and skimming with proprietary gypsum-based skim-coat, fixed to metal or timber studding.</p> <p><u>Cornices</u></p> <p>3 47 x 35mm Z-profiled proprietary colour-capped ceiling edge-trim, fixed to masonry.</p>				
	m ²	45		
	m	10		
	m	150		
Carried to Collection			R	
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Ceilings Partitions And Access Flooring				

		Unit	Quantity	Rate	Amount
<u>PARTITIONS</u>					
<u>Internal Office Partitions</u>					
4	3100mm high x 90mm (nominal) thick proprietary partition fixed to top of solid concrete floor, including 12mm standard-grade gypsum plasterboard cladding, natural-anodized aluminium T-bar vertical cover strips, capping piece and skirtings.	m	25		
5	Extra over 3100mm high partition for fixing end to masonry at T-intersection.	No	9		
<u>SUSPENDED FLOORING</u>					
<u>32mm tongue and groove timber flooring on 25 x 100mm joists at 595mm centres on 75 x 25mm wallplate</u>					
6	Suspended flooring 740mm above finish floor level	m ²	19		
Carried to Collection				R	
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CEILINGS PARTITIONS AND ACCESS FLOORING

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Ceilings Partitions And Access Flooring

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 9</u> <u>JOINERY FITTINGS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions:</u></p> <p>The following joinery fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, subframes, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, quadrant beads at junctions with adjacent surfaces, decorative finishes, glass, ironmongery, metalwork, paint or varnish finishes, etc.</p> <p>The descriptions of the items are intended as a means of identifying and locating the items only and are not intended as full descriptions and specifications of the items. Tenderers are to refer to the respective fittings as detailed on the Architect's drawings accompanying these Bills of Quantities for tender purposes.</p> <p><u>Protection:</u></p> <p>The Contractor shall protect the work during the course of construction, which protection shall be adequate for the purpose and to the approval of the Principal Agent.</p> <p><u>Liaison with other trades:</u></p> <p>It is to be noted that this work will be executed in close conjunction with other trades such as electrical and mechanical works. No extra costs whatsoever will be entertained in this regard.</p> <p><u>Post-formed Formica worktops:</u></p> <p>All post-formed Formica worktops shall be Formica Lifeseal worktops with backing layer on underside.</p>				
<p>Section No. 2</p> <p>Bill No. 9</p> <p>Joinery Fittings</p>				
Carried to Collection			R	

	Unit	Quantity	Rate	Amount
<u>JOINERY FITTINGS TO KITCHENETT JOINERY - MAGISTRATE OFFICE (Refer drawing No's 2311-BLK A w500)</u> <u>32mm Post-formed Formica worktop with black PVC inverted edging all round to exposed edges.</u> <u>Colour: Mocha Granite</u>				
1 1700 Wide x 600mm deep x 900mm high floor-mounted straight cupboard unit with cut-out to accommodate drop-in sink, one double door, comprising bottom shelf set 150mm above floor on timber bearers, middle shelf set on stainless steel adjustable side-cleats with four sets of sheathed perforations in the side panels, sides, 6mm white-faced hardboard lining glued to the back wall and 600mm wide worktop.	No	3		
2 1700 Wide x 600mm deep x 900mm high ditto, but one single door and one double door	No	3		
3 2300 Wide x 600mm deep x 900mm high ditto, but two single door and one double door and one drawer	No	3		
4 1400 Wide x 350mm deep x 800mm high wall-mounted straight cupboard unit with one single door and one double door, comprising bottom three shelves on stainless steel adjustable side-cleats.	No	3		
5 1800 Wide x 350mm deep x 800mm high ditto	No	3		
6 2100 Wide x 350mm deep x 800mm high ditto but one single door and one double door	No	3		
Carried to Collection			R	
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			Amount
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<u>JOINERY FITTINGS</u>			
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 10</u> <u>FLOOR COVERINGS</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing:</u> Floor coverings, wall linings, etc shall be fixed and installed in accordance with the manufacturer's instructions. <u>Floor tiles in two-colour pattern:</u> Floor tiles in two-colour pattern shall include margins and borders in varying widths exceeding 300mm. <u>VINYL FLOOR COVERINGS</u> <u>2.5mm "Polyflor Silentflor PUR" or other approved fully flexible laminated vinyl floor sheeting fixed to smooth cement floor, including ~ 4mm 'Tal Speedmaster' other approved epoxy based self-levelling screed and hot seam-welding at butt joints.</u> 1 On floors in patches. m ² 72 <u>2.5mm "Polyflor Expona Flow PUR" or other approved fully flexible laminated vinyl floor sheeting fixed to smooth cement floor, including ~ 4mm 'Tal Speedmaster' other approved epoxy based self-levelling screed and hot seam-welding at butt joints at Magistrate Offices</u> 2 On floors m ² 88 <u>2.5mm "2000 PUR" or other approved fully flexible laminated vinyl floor sheeting fixed to smooth cement floor, including ~ 4mm 'Tal Speedmaster' other approved epoxy based self-levelling screed and hot seam-welding at butt joints at</u> 3 On floors m ² 207 <u>CARPET SHEETING AND TILES</u> <u>500 x 500 x 7mm Thick 'Belgotex Metro' or other approved heavy commercial or equal and approved NexBac carpet tiles on screeds (screeds elsewhere):</u> 4 On floors m ² 55 Carried to Collection R Section No. 2 Bill No. 10 Floor Coverings				
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		Unit	Quantity	Rate	Amount
<u>SKIRTINGS, BUMP RAILS, ETC</u>					
<u>Aluminium transition cover strips:</u>					
5	38mm Wide natural anodised aluminium transition cover strips plugged.	m	27		
<u>'Polyflor' or other approved accessories:</u>					
6	3.7mm thick x 2.0m wide skirting, including capping strip (Product code CS48) with colour matching floor covering.	m	475		
7	Ditto but 2.5mm thick x 2.0m wide skirting, including capping strip (Product code CS48) with colour matching floor covering.	m	210		
8	75mm bullnose polymer skirting	m	47		
<u>POLISH, SEALERS, ETC</u>					
<u>Scrubbing with diluted neutral detergent complying with SANS 825, rinsing, drying and applying three coats water-based copolymer emulsion (matt) or other approved sealer complying with SANS 1032:</u>					
9	On vinyl flooring.	m ²	367		
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			Amount
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<u>FLOOR COVERINGS</u>			
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 11</u> <u>IRONMONGERY</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Finishes to ironmongery:</u> Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered : CH Chromium plated : SC Satin chromium plated : SE Silver enamelled : GE Grey enamelled : AS Anodised silver : AB Anodised bronze : AG Anodised gold : ABL Anodised black : PB Polished brass : PL Polished and lacquered : PT Epoxy coated. <u>Descriptions:</u> Descriptions of ironmongery shall be deemed to include for fixing to wood, aluminium and steel. <u>HINGES, FLOOR SPRING HINGES, BOLTS, PANIC BOLTS, ETC</u> <u>'Union' or similar approved:</u>				
1 100 x 75mm heavy duty brass butt hinges with stainless steel screws..	No	2		
2 Double door panic bolt touch bar 1200mm with dogging device (code J-883TD-W-SIL)	No	1		
3 Concealed floor spring hinge with double action application suitable for doors up to 100kg	No	1		
4 Outside Access Handle for j-series panic devices (code J-885-SIL)	No	2		
5 150mm Art 208C91 L/Flush bolt (code AL8208-150AS)	No	1		
6 Flush bolt for metal doors (code AL8208-180AS/MD)	No	1		
7 Dust proof strike (code 8852SC)	No	1		
8 2.5mm switch bracket M/S (code 8852SC)	No	1		
9 150mm brass cabin hook and eye including 70 x 70 x 22mm chamfered hardwood block, twice oiled and plugged.	No	4		
Carried to Collection			R	
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Ironmongery				

		Unit	Quantity	Rate	Amount
	<u>CATCHES, CABIN HOOKS, ETC</u>				
	<u>LOCKS, ETC</u>				
	<u>'Union' or similar approved:</u>				
10	WC stainless steel indicator deadbolt and turn knob with striking plate fixed to wood (code SS5004-73SS).	No	5		
11	Stainless steel WC indicator bolt (code AL8098AS)	Pairs	2		
	The following locks and cylinder lock are to be suitable for master and grand master key operation.				
	<u>EN SUITE LOCKS</u>				
	<u>'Union' or similar approved:</u>				
12	Profile double cylinder lock MKD (code CY110MKED3333SN)	No	1		
13	Profile single cylinder lock MKD (code CY110MKES3310SN)	No	1		
14	Profile double turn cylinder lock MKD (code CY110MKET3333SN)	No	1		
15	Privacy/bathroom cylinder lock (code 2X815/TNP)	No	1		
16	Stainless steel cylinder deadlock (code L-2115-78SS)	No	1		
17	Cylinder upright lock (code L-2215-78SS/SL)	No	8		
18	35mm stainless steel backset with swing bolt dead lock (code QD35X85MMSW-SS)	No	9		
	<u>HANDLES, FLUSH PULLS, ESCUTCHEONS, ETC</u>				
	<u>'Union' or similar approved:</u>				
	<u>Handles:</u>				
19	22mm diam handle with Flange Fixing (Code PHD-CF-225-22SS).	No	2		
20	152 x 152mm SS dove pull handle with blank backplate (Code SS5D66-06SS).	Sets	2		
21	Bishop lever handle with key hole opening (code AL684-05AS).	Sets	12		
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	Ironmongery				

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		Unit	Quantity	Rate	Amount
35	135 x 140 x 385mm High 'TR3' white three toilet roll holder, plugged.	No	4		
36	510 x 160 x 550mm High 'Intima She Bin - Pedal' sanitary towel disposal bin.	No	2		
	<u>GRAB RAILS, ETC</u>				
	<u>'Franke':</u>				
37	32mm Diameter Grade 304 stainless steel cistern and flush valve back rail (code: CNTXBR), size 750 x 260mm, plugged.	No	3		
38	32mm Diameter Grade 304 stainless steel fold down paraplegic grab rail (code: CNTX70B), size 850 x 100 x 249mm, plugged.	No	3		
39	32mm Diameter Grade 304 stainless steel angle bar grab rail (code: CNTX700A), size 618 x 95 x 255mm.	No	3		
	<u>SUNDRIES</u>				
40	Coat hook rubber tipped (code AL8722AS).	No	1		
41	Hat and coat hook AS (code AL8721AS).	No	1		
42	Door stop plugged to floors (code AL8730AS).	No	8		
43	Red break glass (code BGLASS-R)	No	1		
	<u>LETTERS, NAMEPLATES, ETC</u>				
	<u>Black acrylic door plates engraved with arial font and painted white, fixed to door frame or wall with chromium plated domeheaded screws:</u>				
44	50 x 50 x 3mm thick door number plate engraved with two numerals size 25mm high.	No	1		
45	400 x 80 x 3mm thick door name plate engraved with varying numbers of letters and/or numerals each size 50mm high.	No	6		
	<u>Door mounted single sided aluminium steel signs:</u>				
46	152 x 152mm ALU-male/female sign (code SP5066-06ASE12).	No	1		
47	152 x 152mm ALU-male sign (code SP5066-06ASE10).	No	1		
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<p><u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 12</u> <u>METALWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions:</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers.</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.</p> <p>Items described as 'holed for bolt(s)' shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres.</p> <p><u>Purpose made steel windows:</u></p> <p>Purpose made steel windows shall be manufactured in accordance with the relevant SABS/SANS specifications in "FX7" sections. All steel windows are to manufactured from 3mm thick steel.</p> <p><u>Aluminium doors, windows, etc.</u></p> <p>Design:</p> <p>The contractor shall be responsible for the design of the curtain walling, aluminium windows, shopfronts and doors and shall provide detailed shop drawings for approval by the Principal Agent prior to putting any work in hand and within two weeks of being awarded the contract.</p> <p>Aluminium curtain walling, shopfronts, doors and windows shall comply with AAAMSA design criteria.</p> <p>The design wind load for the glazed facade (external) shall be 1500Pa, in accordance with Table 3.1: Selection of AAAMSA Performance Class Designations.</p> <p>Warranties:</p>				
<p>Carried to Collection</p>			R	
<p>Section No. 2</p> <p>Bill No. 12</p> <p>Metalwork</p>				

	Unit	Quantity	Rate	Amount
<p>The design wind load for internal aluminium shopfronts and doors shall be a minimum of 700Pa, in accordance with Table 3.1: Selection of AAAMSA Performance Class Designations.</p> <p>Design intent:</p> <p>Tenderers are referred to Window and Door Schedules annexed to these bills of quantities for the architectural design intent.</p> <p>System supplier:</p> <p>The system supplier for the aluminium curtain walling, windows, shopfronts and doors shall be AGI Sheerline Aluminium or equal and approved.</p> <p>Glass and glazing:</p> <p>Glazing shall comply with SAGGA regulations and SANS 10137. Glass shall be as specified on Shopfront Schedules and shall be of thickness and type to comply with the SAGGA regulations and SANS 10137.</p> <p>Finishes:</p> <p>Anodising shall comply with SANS 999 and shall be Grade AA25 (average coating thickness of 25 micron).</p> <p>Powder coating shall be polyester powder coating of 'White' colour. Polyester powder coating shall comply with SANS 1796 and SANS 1578.</p> <p>Quality assurance:</p> <p>Prior to the commencement of any site work, the following is required to be provided by the manufacturer/specialist contractor supplying/installing the aluminium curtain walling, windows, shopfronts and doors:</p> <p>a) AAAMSA Performance Test Certificate/s</p> <p>b) Shop drawings/detailed manufacturing drawings, including any relevant manuals (all for approval by the Principal Agent)</p> <p>Upon completion of all site work and installation, the following is required to be provided by the manufacturer/specialist contractor supplying/installing the aluminium curtain walling, windows, shopfronts and doors:</p> <p>c) AAAMSA or SAGGA Glass & Glazing Certificate/s</p> <p>d) AAAMSA Surface Finishing Certificate/s</p>				
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	Unit	Quantity	Rate	Amount
<p>e) AAAMSA or SASA Skylight System Certificate/s (where applicable)</p> <p>f) AAAMSA Architectural Product Certificate/s (where applicable).</p> <p>The following warranties are required to be provided:</p> <p>a) A powder guarantee of not less than 15 years issued by the powder manufacturer.</p> <p>b) A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years.</p> <p>Descriptions:</p> <p>Descriptions of aluminium curtain walling, windows, shopfronts and doors shall be deemed to include all necessary temporary protection measures, burglar bars, as described and fittings as well as timber or other subframes, templates, etc which are required in terms of the approved design.</p> <p>All opening sections of the external aluminium windows and shopfronts are to be fitted with three 10 x 20mm solid aluminium burglar bars.</p> <p>Descriptions of aluminium curtain walling, windows, shopfronts and doors shall be deemed to include sealing with approved silicone sealing compound along edges as necessary.</p> <p>Descriptions of aluminium curtain walling, windows, shopfronts and doors shall be deemed to include preparation for fitting of ironmongery.</p> <p>The sizes stated in the descriptions of aluminium units are indicative only, not prescriptive and may have to be adjusted to suit circumstances.</p> <p>Testing of windows for watertightness: Each window shall be tested for watertightness with water sprayed on using adequate pressure. If, in the opinion of the Principal Agent, the pressure proves to be inadequate then the pressure shall be boosted by means of compressed air or other means.</p> <p>Ironmongery:</p>				
Carried to Collection			R	
<p>Section No. 2</p> <p>Bill No. 12</p> <p>Metalwork</p>				

		Unit	Quantity	Rate	Amount
	Ironmongery (where not included in descriptions of aluminium curtain walling, windows, shopfronts and doors) is elsewhere measured.				
	<u>HOT DIP GALVANISED STEEL GATES, SCREENS, ETC</u>				
	<u>1.6mm Double rebated frames suitable for one brick walls with three hinges per door leaf:</u>				
1	Frame for door 762 x 2032mm high.	No	3		
2	Frame for door 813 x 2032mm high and fixed fanlight 337mm high.	No	1		
3	Frame for door 813 x 2032mm high.	No	7		
4	Frame for door 912 x 2032mm high.	No	5		
5	Frame for door 1511 x 2032mm high.	No	1		
	<u>FIRE DOORS</u>				
	<u>1.6mm Double rebated heavy duty mild steel frames suitable for Class B Fire doors on one brick walls with hinges as per manufacture specification:</u>				
	<u>Fire door frame</u>				
6	Frame for door size 912 x 2032mm high.	No	1		
7	Frame for double door size 1511 x 2032mm high.	No	1		
	<u>Class B Fire door with supawood finish over core formed of magnesium oxychloride reinforced insulative material, hung to steel frames</u>				
8	912 x 2032 high single door with magnesium monolithic reinforced insulation with supawood finish suitable for painting. (Door Type T5)	No	1		
	<u>STEEL STRONGROOM DOORS, VENTILATORS, ETC</u>				
	<u>'Bitcon' or equal and approved factory primed strongroom doors, etc suitable for 260mm walls fixed to brickwork or concrete:</u>				
9	Category 2 strong/record room door and frame with 950 x 1935mm high clear wall opening, 2 x 7-lever security keylock, 1 x door stopper and combination lock and a mass of 590kg. (Door Type T3a)	No	2		
10	Double ended telescopic strongroom ventilator with drop shutter.	No	4		
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Metalwork

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<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 13</u> <u>PLASTERING</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Preparation of surfaces for plaster:</u> Mortar joints shall be raked to take plaster. Concrete surfaces shall be well wetted, wire brushed and slushed over with 2:1 cement grout which must be allowed to set hard before plaster is applied. <u>SCREEDS</u> <u>3:1 Cement plaster screeds (Class 1) on concrete:</u> 1 35mm Thick on floors and landings. m ² 10 <u>GRANOLITHIC</u> <u>Untinted granolithic on concrete:</u> 2 30mm Thick on floors and landings. m ² 40 3 30mm Thick on thresholds in narrow widths not exceeding 300mm wide including reedings. m ² 30 <u>SELF-LEVELLING SCREEDS</u> <u>'Flowcrete Flowseal EPW Clear' or equally approved primer and 2,5 - 4mm thick 'Flowcrete Flowcem DPM' epoxy cement self-levelling screed on concrete or screed (concrete or screed elsewhere) to received vinyl and/or carpet tile floor coverings:</u> 4 On floors. m ² 180 <u>INTERNAL PLASTER</u> <u>5:1 Cement plaster steel trowelled on brickwork:</u> 5 On walls. m ² 74 6 On walls in patches. m ² 99 7 On narrow widths not exceeding 300mm wide. m ² 56 <u>5:1 Cement plaster steel trowelled on concrete:</u> 8 On projecting and isolated columns m ² 18 9 On ceilings. m ² 38 <div>Carried to Collection</div> <div>R</div> <div>Section No. 2</div> <div>Bill No. 13</div> <div>Plastering</div>				

		Unit	Quantity	Rate	Amount
	<u>5:1 Cement plaster wood floated on concrete:</u>				
10	On isolated beams.	m ²	2		
11	On narrow widths not exceeding 300mm wide.	m ²	5		
	<u>CORNER PROTECTORS, DIVIDING STRIPS, ETC</u>				
12	38mm Flat section natural anodised aluminium transition strip countersunk screwed to screed with stainless steel screws between different floor finishes.	m	30		
13	70 x 70 x 6mm Galvanized angle corner protector	m	68		
Carried to Collection					R
Section No. 2					
Bill No. 13					
Plastering					

			Amount
<u>BILL NO. 13</u> <u>PLASTERING</u> <u>COLLECTION</u>		Page No	
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>CAPITAL WORKS</u>				
<u>BILL NO. 14</u>				
<u>TILING</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Fixing:</u>				
Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles.				
<u>FLOOR TILING</u>				
<u>Porcelain floor tiles 300 x 300 x 8mm thick approved (prime cost R180.00/m²) fixed with adhesive to screeds (screeds elsewhere):</u>				
1	Tiling on smooth cement floor or landing, bedded in approved cement-based tile adhesive and grouted with approved cement-based tile grout.	m²	58	
2	100mm High coved skirting tiles and laid at perimeter of tiled floor.	m	68	
<u>Anti-slip terrazzo floor tiles 600 x 600 x 10mm thick approved (prime cost R380.00/m²) fixed with adhesive to screeds (screeds elsewhere):</u>				
3	Tiling on smooth cement floor or landing, bedded in approved cement-based tile adhesive and grouted with approved cement-based tile grout.	m²	23	
4	100mm High coved skirting tiles and laid at perimeter of tiled floor.	m	15	
<u>WALL TILING</u>				
<u>Porcelain mattwall tiles 300 x 300mm (prime cost R180.00/m²) fixed with adhesive to screeds (screeds elsewhere):</u>				
5	On walls.	m²	205	
6	On narrow widths.	m²	29	
<u>SUNDRIES</u>				
7	'M-Trim' PRE090 PVC round edge trim.	m	73	
Carried To Section Summary			R	
Section No. 2				
Bill No. 14				
Tiling				

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 15</u> <u>PLUMBING AND DRAINAGE</u> <u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Copper pipes:</u> Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be Cobra type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.</p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition.</p> <p><u>Reducing fittings:</u> Where fittings have reducing ends or branches they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.</p> <p><u>Fixing of pipes:</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls, etc. casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Disinfection of water pipework:</u> Water pipework to be disinfected at completion.</p>				
Carried to Collection			R	
Section No. 2				
Bill No. 15				
Plumbing And Drainage				

	Unit	Quantity	Rate	Amount
<p><u>Waste unions:</u></p> <p>Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.</p> <p><u>Sealing of edges:</u></p> <p>Outer edges of sinks, basins, urinals, etc are to be sealed against adjacent surfaces with approved silicone sealant.</p> <p><u>As-built drawings:</u></p> <p>Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto originals for handing over to the employer (provision for allowance of as-built drawings elsewhere).</p> <p><u>RAINWATER DISPOSAL</u></p> <p><u>0,6mm Seamless 'Color-Tech G4' coated aluminium gutters and rainwater pipes:</u></p>				
1 150 x 130mm Domestic Ogee profile eaves gutters in single lengths fixed to fibre cement fascia with internal aluminium hangers at not exceeding 600mm centres.	m	120		
2 Extra over gutter for stopped end.	No	8		
3 Extra over gutter for outlet for 100 x 100mm pipe.	No	8		
4 100 x 75mm Fluted pipes fixed to wall with prepainted downpipe cleats and stainless steel nail-in anchor fasteners at not exceeding 1500mm centres.	m	37		
5 Extra over rainwater pipe for bend.	No	12		
6 Extra over rainwater pipe for shoe.	No	12		
<p><u>SANITARY FITTINGS</u></p> <p><u>'Vaal' or similar approved</u></p>				
7 Shelter round 495 x 430 x 190mm wall hung white wash hand basin (code 709300wh) with one pre-punched tap hole in the centre of the basin with overflow, including expansion bolts and sealed with silicone sealant where basin meets wall.	No	12		
Carried to Collection			R	
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Bill No. 15				
Plumbing And Drainage				

		Unit	Quantity	Rate	Amount
8	Wall hung white paraplegic WC (code 439550WH & 8082Z000/N), with back inlet closed rim pan, compatible with concealed cistern or duct cistern or concealed flush valve to flush effectively on 6/3l including floor bracket fixing set.	No	2		
9	Floor mounted welcome close coupled white WC (code 772664WH) suite top dual flush capability with 3L and 6L flush available, including cistern with left hand side inlet hole only and cistern fittings.	No	14		
10	Wall hanged snug white urinal (code 705600WH) size 340 x 400 x 800mm anti-splash flushing design with an efficient 1.9L flush versatile top entry installation with compact concealed trap way, p-trap, hanging bracket set, braided hose 254mm and top inlet connection.	No	1		
	<u>Stainless Steel SAPSDF</u>				
11	Combination wash hand basin and drinking fountain (code 2520011) size 370 x 490 x 125mm manufactured from grade 304 (18/10) stainless steel including 1,2mm gauge unit to be manufactured as a welded construction with a 40mm waste outlet and is to be recessed 125mm into a single brick cavity, fitted with a self - closing metering bib tap at the top of the unit and is fitted with fixing lugs to secure the basin into the wall.	No	4		
	<u>'Franke' or similar approved grade 304 (18/10) stainless steel:</u>				
12	Floor and wall mounted WC (code OSPA1) or similar and approved vandal proof wc pan fully welded and polished to a no.4 satin finish, wc size 485mm(l) x 390mm(w) x 435(h) with circular flushing rim and bowl, full flow p-trap, 38mm dia supply pipe, both with sufficient length to protrude through the wall. (all connections to be outside). integral 35mm wide fixing flange to bottom sides and top, 7 times bolted to wall and floor complete with expanded metal mesh for mechanical bond for plaster/screed to the pan flange	No	4		
	Carried to Collection			R	
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	Plumbing And Drainage				

		Unit	Quantity	Rate	Amount
13	Stainless steel sanitary towel disposal bin (code 2120050) size 205 x 134 x 305mm, surface mounted sanitary towel disposal bin, manufactured from grade 304 1,2/1,5mm stainless steel, satin finished with surface treatment - inoxplus (anti fingerprint). the disposal bin incorporates a plastic container with a 3,8-litre capacity for the disposal of sanitary towels and minor waste and has a stainless steel continuous piano hinge, including mounting kit.	No	13		
	<u>WASTE UNIONS, ETC</u>				
	<u>'Cobra' or similar approved</u>				
14	32mm Chrome plated basin waste union (code 301).	No	12		
15	40mm Chrome plated anti theft plug (code 309-40).	No	13		
	<u>TRAPS ETC</u>				
	<u>'Cobra' or similar approved brass traps etc:</u>				
16	32mm Chrome plated bottle trap with outlet for 40mm PVC (code 345/40).	No	12		
	<u>'Vulcathene' or similar approved traps, etc:</u>				
17	110mm P-Trap	No	2		
	<u>TAPS, VALVES, ETC</u>				
	<u>'Cobra' or similar approved:</u>				
18	15mm Chrome plated pillar tap round one hole basin mixer including hot and cold indices, rose-shaped design. 1/2" BSP male connection ends, made with de-zincification resistant brass for increased durability.	No	11		
19	15mm Chrome plated elbow action pillar with hot and cold indices	No	3		
20	Chrome plated angle regulating valve with durable ABS handle, DZR body, flow regulating spindle type head part g1/2 x g1/2 BSP connections	No	15		
21	Chrome plated urinal flush valve including top inlet spreader and exposed flush pipe	No	1		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 15				
	Plumbing And Drainage				

		Unit	Quantity	Rate	Amount
22	Chrome plated toilet flush valve with exposed back entry with integral vacuum breaker and control stop with integral non-return valve inlet. adjustable control stop to valve connection 108mm to 140mm. with bent flush pipe and rubber pan connector with BSP female iron connection end with extended flush valve lever.	No	2		
23	Toilet flush valve walcro no104c with vr button or similar and approved brass back entry non hold open toilet flush valve with integrated vacuum breaker and modified push-rod connector, complete with 38mm flushpipe, bend and pan connector. prison type brass finished econoflush as type kf3.404 is an approved alternative including elbow, straight pipe and pan connector	No	2		
24	15mm Chrome plated code 166/041 Star wall type sink mixer with overarm swivel outlet and adjustable wall flanges.	No	2		
25	15mm Stainless steel braided flexible hose 350mm long.	No	6		
<u>SANITARY PLUMBING</u>					
<u>uPVC pipes:</u>					
26	50mm Pipes.	m	5		
27	110mm Pipes.	m	6		
28	50mm Pipes chased into brick walls.	m	12		
29	50mm Pipes laid in and including trenches under surface beds.	m	9		
30	75mm Pipes laid in and including trenches under surface beds.	m	2		
31	110mm Pipes laid in and including trenches under surface beds.	m	2		
<u>Extra over uPVC pipes for fittings:</u>					
32	50mm BSP adaptor.	No	2		
33	50mm Bend.	No	5		
34	50mm Access bend.	No	6		
Carried to Collection				R	
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Plumbing And Drainage					

		Unit	Quantity	Rate	Amount
35	110mm Access bend.	No	14		
36	50mm Junction.	No	6		
37	110mm Junction.	No	5		
38	110mm Access junction.	No	7		
39	75mm Junction.	No	1		
40	110 x 50mm Reducing junction.	No	3		
41	110mm GI Two-way vent valve.	No	6		
	<u>'Vulcathene' or similar approved pipes:</u>				
42	51mm Pipes.	m	2		
43	51mm Pipes laid in and including trenches under surface beds.	m	8		
	<u>Extra over 'Vulcathene' or similar approved pipes for fittings:</u>				
44	50mm BSP adaptor.	No	2		
45	50mm Bend.	No	1		
46	50mm Junction.	No	3		
	<u>Sundries:</u>				
47	Testing waste pipe system.	Item			
	<u>WATER SUPPLIES</u>				
	<u>Class 2 copper pipes:</u>				
48	15mm Pipes.	m	12		
49	22mm Pipes.	m	8		
50	35mm Pipes.	m	18		
51	22mm Pipes chased into brick walls.	m	12		
52	15mm Pipes chased into brick walls.	m	10		
53	15mm Pipes laid in and including trenches under surface beds.	m	40		
	<u>Extra over Class 2 copper pipes for capillary fittings:</u>				
54	15mm Fittings.	No	1		
	Carried to Collection			R	
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	Plumbing And Drainage				

		Unit	Quantity	Rate	Amount
55	22mm Fittings.	No	2		
56	35mm Elbows.	No	1		
	<u>Extra over Class 2 copper pipes for brass compression fittings:</u>				
57	15mm Fittings.	No	1		
58	22mm Fittings.	No	1		
59	35mm Elbows.	No	1		
	<u>Disinfecting:</u>				
60	Disinfecting water pipe system.	Item			
	<u>Testing:</u>				
61	Testing water pipe system.	Item			
	<u>PIPE INSULATION</u>				
	<u>'Isover Snap-On' or similar approved rigid non-combustable light weight (normal density 88kg per m³) glasswool insulation with canvas facings:</u>				
62	Insulation to 15mm diameter pipes including couplings, fittings, valves, etc.	m	18		
63	Insulation to 22mm diameter pipes including couplings, fittings, valves, etc.	m	4		
Carried to Collection				R	
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Plumbing And Drainage					

			Amount
<u>BILL NO. 15</u>			
<u>PLUMBING AND DRAINAGE</u>			
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>CAPITAL WORKS</u>				
<u>BILL NO. 16</u>				
<u>ELECTRICAL WORKS</u>				
PREAMBLES				
Unless otherwise stated the description on of each item shall be deemed to include manufacturing, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting, waste, patterns, templates, plant, temporary works, return of packings, establishment charges, profit and other obligations arising out of the conditions of contract.				
<u>FIRE DETECTION</u>				
Supply, delivery, installation, testing and commissioning of Fire Detection equipment as specified. The rate for each item shall include material, labour, profit, travelling, transport, etc, and all necessary accessories and sundries required for the execution of the works as described.				
<u>Fire Detection Panel</u>				
1	Ziton ZP3 or similar approved 4-Loop Addressable Fire control panel complete as specified - Including all monitoring functions and communication interfaces to IP Network for future GUI communication and including all other miscellaneous items required to make this installation complete and operational etc.	No	1	
2	Battery Back-up and charger Unit	No	1	
3	Configuration and programming of panel	No	1	
<u>Addressable Field Devices</u>				
4	Photo-electric (optical) smoke detector complete with base and accessories.	No	62	
5	Heat Detector complete with base and accessories	No	2	
6	Void (optical) smoke detectors with minidisc remote indicators	No	4	
Carried to Collection				R
Section No. 2				
Bill No. 16				
Electrical Works				

		Unit	Quantity	Rate	Amount
7	Loop powered addressable base sounder/Strobe beacon complete with surface mounting termination base	No	10		
8	Manual Call point (Red), Surface mount, with resettable plastic element and hinged cover	No	7		
9	Input/output relay to link fire panel to distribution board	No	1		
10	Loop isolators	No	4		
11	Remote radio link to Emergency service	No	1		
<u>Fire Detection Cabling & Conduit</u>					
12	Fire Retardant Cabling (PH30) -Red	m	1 500		
<u>DRAWINGS, MANUALS, DATASHEETS ETC.</u>					
13	Allowance for submission of shop drawings, datasheets for all electronic elements to be incorporated in the Electrical O&M manual	Item			
14	Labelling of devices	Item			
15	A2 frame with operation procedure fixed next to fire panel	Item			
<u>TESTING, COMMISSIONING AND DECOMMISSIONING</u>					
16	Test and commission the entire installation in accordance with specifications, manufacturer's requirements, SANS, OHS ACT and bylaws and issued compliance certificate.	Item			
<u>STANDBY GENERATORS & AUTOMATIC CHANGE-OVER PANELS</u>					
17	Supply, deliver, install, connect, test and commission a reputable enclosed outdoor 250 KVA prime at 0.8 power factor, 400V/230V, 50Hz, 3 phase 4 wire at 1500rpm neutral star connected diesel generator with selfbunded 670 Litres of fuel tank, residential exhaust silencer and stainless steel system, complete as specified.	No	1		
18	Supply and Install warning notices and labels in accordance with SANS and OHS ACT.	No	1		
Carried to Collection				R	
Section No. 2					
Bill No. 16					
Electrical Works					

MALUTI MAGISTRATE COURT: MAINTENANCE,
RECONFIGURATION & UPGRADES TO EXISTING FACILITIES

		Unit	Quantity	Rate	Amount
19	Factory Acceptance test prior to delivery	No	1		
20	Site Acceptance test and signed QCP forms by contractor prior to handover	No	1		
21	Supply of Log book and storage container for log book	No	1		
22	Fuel for testing and commissioning	No	1		
23	Fuel for Handover to client	No	1		
24	Training of operators and maintenance personnel at handover	No	1		
25	Maintenance for a 12 month period in accordance with manufacturer requirements.	No	1		
26	Supply and Install Padlocks with 3 sets of keys as specified	No	6		
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Amount

BILL NO. 16
ELECTRICAL WORKS
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Electrical Works

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 17</u> <u>MECHANICAL WORKS</u> <u>FIRE PROTECTION EQUIPMENT</u> PREAMBLES <p>All the fire protection installations shall be completed in accordance to with the Local Authority requirements in conjunction with all SANS standards such as, but not limited to 10400: T & W.</p> <p>The fire protection contractor shall ensure that all installations a completed with satisfactory workmanship and make good where drilling has be done.</p> <p><u>Fire Installations</u> <u>Fire hose reels</u></p> <p>1 Supply and install Fire Hose Reels (30m long) swing type c/w chromium plated 25mm valve and 32mm valve, connection, fittings, fixings and dial type (100mm) glycerine filled pressure gauge with union and isolating valve suitable for systems working pressure.</p> <p><u>Supply and Install Portable Fire Extinguishers c/w wall brackets and accessories, following sizes:</u></p> <p>2 4.5 kg Dry Powder Fire Extinguisher</p> <p>3 9 kg Dry Powder Fire Extinguisher</p> <p>4 9 kg CO2 Fire Extinguisher</p> <p><u>Signage</u> <u>Photoluminescent Signage in line with SANS 1186. Signage detail and fixing detail to be included. Sign fixing detail to be presented to the architect for approval before procurement and installation.</u></p> <p>5 Escape signage with directional arrow</p> <p>6 Hose reel and extinguisher signage with directional arrow</p> <p>7 Exit sign</p> <p>Carried to Collection</p> <p>Section No. 2 Bill No. 17 Mechanical Works</p>				
	No	4		
	No	11		
	No	2		
	No	1		
	No	19		
	No	4		
	No	4		
			R	

		Unit	Quantity	Rate	Amount
8	Extinguisher with directional arrow	No	7		
9	Emergency assembly point, with stand post	No	2		
	<u>Supply and install electric booster pump system for water tank capable of boosting pressure to 330 kPa at a flow rate of 60 l/min including:</u>				
10	Weatherproof and tamper/theft resistant housing	No	1		
11	In isolator switch together with electricity supply point and wiring.	Item			
12	Electric pump with motor to boost water pressure, incase municipal pressure is below 3 Bar	No	1		
13	Plumbing, piping and fittings to connect pump to tank and existing water supply system	Item			
	<u>Supply and Install SANS 62-1/2 class medium steel piping. Pipes shall be free of rust, flakes or other defects and shall be cleaned internally before installation. The pipework shall be c/w Victaulic connections, hangers, supports, fittings and all necessary accessories. 25NB and 32ND piping to be screwed. All fire piping is to be painted singal red.</u>				
14	Ø32	m	70		
15	Unions - 32mm	No	10		
16	Elbows - 32mm	No	20		
17	Equal Tees - 32 mm	No	1		
18	Concentric Reducer- 32/25	No	4		
19	25mm stop cock for the hose reel	No	4		
	<u>SMOKE VENTILATION</u>				
	Preambles				
	Supply and Install galvanised sheetmetal ducting in accordance with Part V.2 Section 09.01, including all accessories to mount the ducting and complete the installation. The ducting to be connected all air terminals through spigots. The ducting shall comply with SANS 1238 and all relevant local ducting standards				
	Carried to Collection				
	Section No. 2				
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	Mechanical Works				

		Unit	Quantity	Rate	Amount
	<u>Straight Ducting</u>				
20	Category 1 - (up to 750mm with semiperimeter < 1150mm)	m	400		
	<u>Bends</u>				
21	Category 1 - (up to 750mm with semiperimeter < 1150mm)	No	10		
	<u>Reducing/Transformation Bends</u>				
22	Category 1 - (up to 750mm with semiperimeter < 1150mm)	No	20		
	<u>Supply air grill</u>				
23	250 x 200	No	25		
	<u>Extraction air grill</u>				
24	600 x 600	No	40		
	<u>Supply, install and commission extraction fan complete</u>				
	- Electrical wiring				
	- Line Attenuators				
	- Anti-Vibration mounting				
	- On/ Off switch				
	- Mounting brackets				
	<u>Axial flow fans (extraction and supply)</u>				
25	Supply and install extraction axial flow fans with variable speed drive: Ø600, 2260l/s, 95Pa, 0.4kW	No	3		
26	Supply and install supply axial flow fan with variable speed drive: Ø600, 3800l/s, 525Pa , 3kW	No	3		
27	Supply and install supply axial flow fan with variable speed drive: Ø600, 1550l/s, 250Pa, 0.6kW	No	1		
	<u>Sound Attenuators</u>				
28	Inline Sound Attenuator (Ref SA-1)	No	2		
29	Inline Sound Attenuator (Ref SA-2)	No	2		
30	Inline Sound Attenuator (Ref SA-3)	No	2		
31	Inline Sound Attenuator (Ref SA-4)	No	2		
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	Section No. 2				
	Bill No. 17				
	Mechanical Works				

		Unit	Quantity	Rate	Amount
	<u>Supply and Install Bolt and Clamp for ducting</u>				
32	Ducting clamp and bolt	Item			
	<u>Pressure Transducers</u>				
33	Supply and install Pressure differential sensors complete with all fittings and related accessories and connect to fire control system	No	40		
	<u>Motorised Dampers</u>				
34	Supply and install motorised smoke dampers and connect to Fire control system	No	40		
35	Supply and install pressure relief dampers fitted with external aluminium weather louver and sprung to 95Pa, chopped and built into the external walls, made good and painted.	No	6		
	<u>Pressure relief dampers</u>				
36	Supply and install pressure relief dampers and connect to Fire control system	No	4		
	<u>Supply, Testing and commissioning</u>				
37	Supply Intelligent fire controller/BMS unit complete with lockable weather proof panel, interfaces, display monitors, testing, commissioning and all necessary accessories and training.	Item			
	<u>HVAC EQUIPMENT</u>				
	Preambles				
	The Contractor will be held solely responsible for the safety and stability of the buildings for the whole period of the contract and must make good any damage at his own expense.				
	The contractor shall make good to chased brickwork with internal cement plaster, paintwork to previously painted surfaces and make good paintwork to chasing of walls				
	The contractor shall provide to the engineer prior to works commencement a methodology on the proposed procedure for comment				
	Carried to Collection			R	
	Section No. 2				
	Bill No. 17				
	Mechanical Works				

		Unit	Quantity	Rate	Amount
	<u>Supply, install, test and commission packaged air conditioning unit system complete with:</u>				
38	Packaged unit with cooling capacity 36.4 kW, Heating capacity 35 kW	No	1		
39	Hard wired wall mounted controller	No	1		
40	Allow for Electrical wiring	Item			
41	Anti-vibration mounting set for unit	No	2		
	<u>Supply, install, test and commission packaged air conditioning unit system complete with:</u>				
42	Packaged unit with cooling capacity 21.6 kW, Heating capacity 20 kW	No	1		
43	Hard wired wall mounted controller	No	1		
44	Allow for Electrical wiring	Item			
45	Anti-vibration mounting	No	2		
	<u>Supply, install, test and commission VRF air conditioning system unit complete with:</u>				
46	Outdoor VRF unit with cooling capacity 43.0 kW cooling, 43.0 kW heating	No	1		
47	Hard wired wall mounted controller for each indoor unit	No	11		
48	Indoor midwall units - 2.8 kW cooling, 2.8 kW heating.	No	11		
49	Centralised controller	No	1		
50	BacNet pin	No	1		
51	Indoor medium static ducted split unit - 14 kW cooling, 14 kW heating	No	1		
52	Branch controller box (BC box) with sufficient connection points for indoor units (minimum 12 ports)	No	1		
53	Interconnecting refrigerant piping between BC box and all indoor units	Item			
	Carried to Collection			R	
	Section No. 2				
	Bill No. 17				
	Mechanical Works				

		Unit	Quantity	Rate	Amount
54	Interconnecting refrigerant piping between VRF and BC box	Item			
55	Insulation for all refrigerant piping	Item			
56	Galvanised steel cladding for outdoor refrigerant piping	Item			
57	Mounting bracket for outdoor unit	No	2		
58	Electrical wiring and communication wiring	Item			
59	Condensate drainage for all indoor units with pump	m	100		
60	Anti-vibration mounting hardware set for outdoor unit and indoor ducted split unit	No	10		
61	Branch pipe	No	1		
62	Outdoor VRF unit with cooling capacity 43.0 kW cooling, 43.0 kW heating	No	1		
63	Hard wired wall mounted controller for each indoor unit	No	11		
64	Indoor midwall units - 2.8 kW cooling, 2.8 kW heating.	No	14		
65	Centralised controller	No	1		
66	BacNet pin	No	1		
67	Indoor medium static ducted split unit - 14 kW cooling, 14 kW heating	No	1		
68	Branch controller box (BC box) with sufficient connection points for indoor units (Minimum 15	No	1		
69	Interconnecting refrigerant piping between BC box and all indoor units	Item			
70	Interconnecting refrigerant piping between VRF and BC box	Item			
71	Insulation for all refrigerant piping	Item			
72	Galvanised steel trunking for outdoor refrigerant piping	Item			
Carried to Collection				R	
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Bill No. 17					
Mechanical Works					

		Unit	Quantity	Rate	Amount
73	Mounting bracket for outdoor unit	No	2		
74	Electrical wiring and communication wiring	Item			
75	Condensate drainage for all indoor units with pump	m	100		
76	Anti-vibration mounting hardware set for outdoor unit and indoor ducted split unit	No	10		
77	Branch pipe	No	1		
	<u>Supply and install thermally and acoustically insulated ducting in the following (internal) sizes including mounting brackets as per project specification:</u>				
	<u>Straight Ducting</u>				
78	Category 1 - (up to 250mm with semiperimeter < 500mm)	m	40		
79	Category 2 - (up to 200- 750mm with semiperimeter < 1200mm)	m	80		
	<u>Bends/Fittings</u>				
80	Category 1 - (up to 250mm with semiperimeter < 500mm)	Item			
81	Category 2 - (up to 200- 750mm with semiperimeter < 1200mm)	Item			
	<u>Reducing/Transformation Bends</u>				
82	Category 1 - (up to 250mm with semiperimeter < 500mm)	Item			
83	Category 2 - (up to 200- 750mm with semiperimeter < 1200mm)	Item			
	<u>Supply and install the following miscellaneous items as part of the fresh air system on the project HVAC drawing:</u>				
84	Supply diffuser with integrated volume flow rate damper 600 x 600mm	No	18		
85	Supply diffuser with integrated volume flow rate damper 150 x 125mm	No	11		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 17				
	Mechanical Works				

		Unit	Quantity	Rate	Amount
86	Supply diffuser with integrated volume flow rate damper 250x200mm	No	1		
87	600 x 600 return grille	No	6		
88	400 x 400 return grille	No	1		
89	200 x 150mm door grille	No	17		
90	400 x 200mm door grille	No	3		
91	350 x 200mm door grille	No	1		
92	550 x 150mm door grille	No	1		
93	Ø200mm weather louvre	No	1		
94	500x150mm weather louvre	No	1		
95	Ø220mm sound damper	No	10		
96	Ø200mm sound damper	No	1		
97	Ø200mm axial fan 201l/s	No	3		
98	Ø150mm axial fan 90l/s	No	1		
99	Ø200mm axial fan 212l/s	No	1		
100	Supply and install through-the-wall extraction fan: 45 l/s	No	3		
<u>Ventilation and Air Conditioning for Block C</u>					
101	Supply and install Individual Light commercial 2 Port Multi Split Cassette Units of cooling capacity 2,5kW (8525Btu/hr), Inverter with the following specifications: EER≥4.2 SEER≥7.2, Minimum COP≥4.1 Refrigerant=R32 or R410a, Cooling Operating range (-10°C to 46°C),	No	4		
102	Supply and install Individual Light commercial midwall Split Units of cooling capacity 2,6kW (8866Btu/hr), Inverter with the following specifications: EER≥4.2	No	2		
103	PVC condensate drain piping, to nearest drain point	m	20		
104	Refrigerant piping pair (liquid and gas)	m	30		
Carried to Collection				R	
Section No. 2					
Bill No. 17					
Mechanical Works					

		Unit	Quantity	Rate	Amount
105	Support brackets	No	4		
106	Hard wired wall mounted controller (One for two indoor units), including communication cable	No	4		
107	PVC trunking for refrigerant pipes and electrical wiring for the units	m	20		
108	Galvanised cable tray for refrigerant pipes and wiring in the ceiling void (100mm wide)	m	20		
109	Supply and install exctractor canopy in the kitchennete	No	1		
	<u>DRAINAGE EQUIPMENT</u>				
	<u>Supply and install uPVC pipes and fittings, in accordance with the manufacturers approved installation procedure complete with labour, saddles, bracketing and accessories. All items are remeasurable.</u>				
	<u>Drainage Piping</u>				
110	Ø 50 mm Pipe	m	100		
111	Ø 110 mm Pipe	m	100		
112	Drainage Bends and fittings complete the installation, including but not limited to the following:	Item			100 000 00
113	Proffit and attendance on above item	Item			
	<u>WETS EQUIPMENT</u>				
	<u>Supply and install SABS 460 Class 2, pipes, fittings,saddles, bracketing and accessories fixed to soffit and walls, or as described in accordance with the manufacturer's specification complete with labour. Size indicated is the Pipes Norminal Diameter in mm. All items are remeasurable.</u>				
	<u>Chased into Wall and wall mounted Pipes</u>				
114	Ø 15 mm Pipe	Item			
115	Ø 22 mm Pipe	Item			
116	Ø 28 mm Pipe	Item			
117	Ø 35 mm Pipe	Item			
	Carried to Collection			R	
	Section No. 2				
	Bill No. 17				
	Mechanical Works				

		Unit	Quantity	Rate	Amount
	<u>Bends</u>				
118	Ø 15 mm	Item			
119	Ø 22 mm	Item			
120	Ø 28 mm	Item			
121	Ø 35 mm	Item			
	<u>Equal Tees</u>				
122	Ø 15 mm	Item			
123	Ø 22 mm	Item			
124	Ø 28 mm	Item			
125	Ø 35 mm	Item			
	<u>Tees</u>				
126	Ø 35mm Tee with to Ø 28mm Branch	Item			
127	Ø 35mm Tee with to Ø 22mm Branch	Item			
128	Ø 35mm Tee with to Ø 15mm Branch	Item			
129	Ø 28mm Tee with to Ø 22mm Branch	Item			
130	Ø 28mm Tee with to Ø 15mm Branch	Item			
131	Ø 22mm Tee with to Ø 15mm Branch	Item			
	<u>Reducers</u>				
132	Ø 35mm to Ø 28mm	Item			
133	Ø 35mm to Ø 22mm	Item			
134	Ø 35mm to Ø 15mm	Item			
135	Ø 28mm to Ø 22mm	Item			
136	Ø 28mm to Ø 15mm	Item			
137	Ø 22mm to Ø 15mm	Item			
	<u>Supply and install lever ball valve, including connection fittings to piping:</u>				
138	Ø 22 mm	No	2		
139	Ø 28 mm	No	2		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 17				
	Mechanical Works				

		Unit	Quantity	Rate	Amount
140	Ø 35 mm	No	2		
	<u>Isolating Valve</u>				
141	Wash Basin - Ø 15 mm	No	21		
142	Toilet - Ø 15 mm	No	21		
143	Urinal - Ø 15 mm	No	3		
144	Sinks - Ø 15 mm	No	4		
145	Taps - Ø 15 mm	No	1		
146	Toilet - Ø 28 mm	No	2		
147	Allow for adapter for HDPE to copper pipe, and wrapped with high adhesive petroleum tape throughout portion which is underground.	No	1		
	<u>Kitchen Hot Water Generation</u>				
148	Supply and install 15L hydroboil	No	2		
	<u>TESTING AND COMMISSIONING</u>				
149	Testing and commissioning of water systems, including 5% pressure test.	Item			
Carried to Collection					R
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Bill No. 17					
Mechanical Works					

BILL NO. 17
MECHANICAL WORKS
COLLECTION

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Bill No. 17
Mechanical Works

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[illegible]

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>CAPITAL WORKS</u></p> <p><u>BILL NO. 19</u></p> <p><u>PAINTWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>General:</u></p> <p>All paint shall be from an approved paint manufacturer and the complete paint systems are to be applied as recommended by the same manufacturer.</p> <p>All work to be executed in strict accordance with the specifications of the paint manufacturer.</p> <p>Primers and first coats may be thinned in accordance with the paint specifications of the paint manufacturer to aid the absorption of the paint.</p> <p>All surfaces must be sound, clean and have a moisture content of less than 8% for walls generally and 3% for slabs/screeds etc.</p> <p><u>PREPARATORY WORK TO PREVIOUSLY PAINTED SURFACES</u></p> <p><u>Previously painted plastered surfaces:</u></p> <p>Surfaces shall be thoroughly sanded, washed down (high pressure cleaning to external surfaces), scrubbed with sugar soap to remove dirt and other contaminants, rinsed and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and edges feathered. Areas containing algae shall be treated with sodium hypochlorite solution (household bleach) thinned 1 part bleach to 2 parts water. Cracks shall be opened, filled with 'Polycell Mendall 90' or equal and approved or 'Polycell Polyfilla' or equal and approved exterior filler, and sanded smooth. Bridge repaired areas with crack bridging compound (PWC 520). In the case of previously limewashed surfaces, completely remove all limewash if possible or at least wire brush and scrape down to achieve a 'grey state' exposure of the substrate and apply filler as</p>				
Carried to Collection			R	
<p>Section No. 2</p> <p>Bill No. 19</p> <p>Paintwork</p>				

	Unit	Quantity	Rate	Amount
<p><u>Previously painted or unpainted granolithic surfaces:</u></p> <p>Surfaces shall be thoroughly sanded, washed down, scrubbed with sugar soap powder solution to remove dirt and other contaminants, rinsed and allowed to dry completely before any paint is applied.</p> <p><u>Previously painted galvanised metal surfaces:</u></p> <p>Surfaces shall be washed with sugar soap, rinsed with water, cleaned down to remove dirt and other contaminants and sanded lightly to provide key for subsequent coats. Blistered or peeling paint shall be completely removed down to bare metal and edges feathered. Any rust encountered shall be removed and bare metal areas cleaned with galvanised iron cleaner and spot primed with galvogrip metal primer.</p> <p><u>Previously painted wood surfaces:</u></p> <p>Surfaces shall be scrubbed with sugar soap to remove dirt and other contaminants, rinsed with water, thoroughly sanded and cleaned down. Blistered or peeling paint shall be completely removed and edges feathered. Cracks and crevices shall be primed, filled with wood filler and sanded smooth. In the case of previously varnished surfaces, all existing varnish must be thoroughly sanded off before new coats are applied.</p> <p><u>PAINTWORK TO NEW WORK</u></p> <p><u>ON FLOATED PLASTER SURFACES</u></p> <p><u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats superior low sheen pure acrylic paint:</u></p>				
1	m ²	329		
<p><u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats exterior quality styrene acrylic paint:</u></p>				
2	m ²	53		
<p><u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats matt acrylic emulsion paint:</u></p>				
3	m ²	45		
Carried to Collection			R	
<p>Section No. 2 Bill No. 19 Paintwork</p>				

	Unit	Quantity	Rate	Amount
<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
4	m	38		
<u>ON METAL SURFACES</u>				
5	m ²	48		
<u>Prepare surfaces, clean with galvanised iron cleaner, apply one coat galvanised iron primer, one coat universal undercoat and two coats gloss enamel paint on galvanised steel:</u>				
6	m ²	24		
7	m	19		
<u>ON WOOD SURFACES</u>				
<u>Prepare surfaces and apply one coat wood primer, one coat universal undercoat and two coats low gloss non-drip enamel paint:</u>				
8	m ²	42		
9	m ²	20		
<u>Prepare surfaces and apply three coats clear polyurethane varnish:</u>				
10	m ²	87		
11	m ²	202		
<u>PAINTWORK TO PREVIOUSLY PAINTED WORK</u>				
<u>ON PREVIOUSLY PAINTED FLOATED PLASTER SURFACES</u>				
<u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats superior low sheen pure acrylic paint:</u>				
12	m ²	26		
<u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats exterior quality styrene acrylic paint:</u>				
13	m ²	50		
Carried to Collection			R	
Section No. 2				
Bill No. 19				
Paintwork				
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		Unit	Quantity	Rate	Amount
	<u>ON PREVIOUSLY PAINTED PLASTERBOARD SURFACES</u>				
	<u>Prepare surfaces and apply one coat gypsum and plaster primer and two coats matt acrylic emulsion paint:</u>				
14	On ceilings and cornices including priming nail heads and cover strips.	m ²	2		
	<u>ON PREVIOUSLY PAINTED FIBRE-CEMENT BOARD SURFACES</u>				
	<u>Prepare surfaces and apply one coat bonding liquid and two coats matt acrylic emulsion paint:</u>				
15	On ceilings and cornices including priming nail heads and cover strips.	m ²	4		
	<u>ON PREVIOUSLY PAINTED METAL SURFACES</u>				
	<u>Prepare surfaces, clean with galvanised iron cleaner, apply one coat galvanised iron primer, one coat universal undercoat and two coats gloss enamel paint on galvanised steel:</u>				
16	On door frames.	m ²	15		
17	On grille gates (both sides measured over full flat area).	m ²	24		
18	On pipes not exceeding 300mm girth.	m	23		
	<u>ON PREVIOUSLY PAINTED WOOD SURFACES</u>				
	<u>Prepare surfaces and apply one coat wood primer, one coat universal undercoat and two coats low gloss non-drip enamel paint:</u>				
19	On doors.	m ²	36		
20	On doors frames.	m ²	2		
21	On skirtings, rails, sills, etc not exceeding 300mm girth.	m	126		
Carried to Collection				R	
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Bill No. 19					
Paintwork					

			Amount
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>CAPITAL WORKS</u> <u>BILL NO. 20</u> <u>EXTERNAL WORKS</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>ROAD WORKS AND PARKING</u> <u>SITE CLEARANCE, ETC.</u> <u>Site clearance, etc.:</u>				
1 Allow for clearing the site of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, concrete surface water channels, debris, etc., including grubbing up all roots, scoffling up as required and carting away.	m ²	300		
<u>Preparation of surfaces to existing roadworks</u>				
2 Concrete surfaces in road works shall be well wetted, wire brushed and slushed over with 2:1 cement grout which must be allowed to set hard before new concrete is poured.	m ²	1 253		
<u>BULK EXCAVATION, FILLING,ETC</u>				
<u>Excavation in earth not exceeding 2m deep and dispose in prescribed stockplies on site:</u>				
3 Open face excavation over sloping site to form platforms under buildings, parking areas, etc.	m ³	105		
<u>Extra over bulk excavations in earth for excavations in:</u>				
4 Soft rock.	m ³	11		
5 Hard rock.	m ³	5		
<u>Extra over all excavations for carting away:</u>				
6 Surplus material from excavations and/or stock plies on site to a dumping site to be located by the Contractor.	m ³	105		
<u>Keeping excavations free of water:</u>				
7 Keeping excavations free of water other than subterranean water.	Item			
Carried to Collection			R	
Section No. 2				
Bill No. 20				
External Works				

		Unit	Quantity	Rate	Amount
	<u>Filling of G2 gravel-soil material supplied by the contractor, compacted to 100% Mod AASHTO density.</u>				
8	Under new parking.	m³	15		
	<u>Filling of G5 natural gravel supplied by the contractor, stabilised with 3% Poortland blasr furnace cement and compacted to 97% Mod AASHTO density:</u>				
9	Under new parking.	m³	15		
	<u>Filling of G7 gravel-soil material supplied by the contractor, compacted to 93% Mod AASHTO density.</u>				
10	Under new walkway.	m³	23		
	<u>Compaction of ground surfaces:</u>				
11	Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m²	300		
	<u>WEED KILLERS, INSECTICIDES, ETC</u>				
	<u>Soil insecticide in accordance with SANS 5859 applied by a registered pest control company under a 10 (ten) year guarantee:</u>				
12	Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m²	300		
	<u>TESTS</u>				
	<u>Prescribed tests to determine degree of compaction or other properties of ground or filling:</u>				
13	Modified AASHTO Density test.	No	6		
	<u>REINFORCED CONCRETE</u>				
	<u>25Mpa/19mm Concrete:</u>				
14	Cast in panels to match existing construction joints on existing driveway, parking and walkways (surface preparations measured elsewhere)	m³	100		
15	On new driveway, parking and walkways	m³	33		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 20				
	External Works				

		Unit	Quantity	Rate	Amount
	<u>TEST CUBES</u>				
16	Making and testing set of 150 x 150 x 150mm concrete strength test cubes.	Sets	10		
	<u>CONCRETE SUNDRIES</u>				
	<u>Finishing top surface of concrete to non-slip surface with steel broom:</u>				
17	Driveway, Parking and walkways, etc to falls	m ²	1 253		
	<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>				
	<u>Rough formwork to sides:</u>				
18	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	190		
	<u>MOVEMENT JOINTS ETC</u>				
	<u>Two layers of three-ply malthoid in slip joints between horizontal concrete and brick surfaces including cement mortar bed:</u>				
19	Not exceeding 300mm wide.	m	592		
	<u>REINFORCEMENT</u>				
	<u>Fabric reinforcement:</u>				
20	Type 193 fabric reinforcement in concrete parking, driveway and walkways, etc.	m ²	1 253		
21	Type 195 fabric reinforcement in concrete walkways, etc.	m ²	225		
	<u>SIGNAGE, ETC.</u>				
	<u>Standard traffic signs (600mm diameter and 900mm triangular) in accordance with South African Road Signs Manual comprising reflective face on reinforced aluminium backing fixed to and including galvanised mild steel posts with unreinforced concrete (20MPa/19mm) base 800 x 800 x 800mm deep including excavation, removal od surplus material from site, etc:</u>				
22	Stop sign (R1).	No	2		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 20				
	External Works				

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		Unit	Quantity	Rate	Amount
<u>ELEVATED WATER STORAGE TANK</u>					
<u>Galvanized Steel Elevated Tank Stand (Steel Grade 350W)</u>					
23	Elevated water storage tank and stand overall size 8100 x 4440 x 7000mm high, formed of 28 x H-section steel column size 203 x 203mm x 71kg/m x 7000m high with base plates set at 1200mm centres and connected with 100 x 100 x 10mm angle iron horizontal bracing set at 2500mm centres and 80 x 80 x 8mm angle iron diagonal bracing set between H-section columns and horizontal angle section bracing to form elevated tank stand overall size 8100 x 4440 x 7000mm high with platform on top and 1000mm high galvanized 40mm cubing balustrade bolted on to platform including 7000mm high cat ladder, complete with 15mm syphone domestic water supply pipe and 42mm coper pipe supply from pump, the structure is bolted to concrete base with proprietary non-shrink grout (concrete base elsewhere measured).	Tonnes	4.50		
24	16mm Ø x 85mm Hilti 'HIT-SC / HIT-HY' or other approved masonry anchor and composite sleeve with epoxy injection mortar, including mortice in vertical face of reinforced concrete beam.	No	12		
<u>Galvanised Bolted Tank</u>					
25	30,000L galvanised bolted tank overall size 6100 x 2440mm formed of 1220 x 122 panels including stays, rubber gaskets, sealants, bolts and nuts to assemble a watertight tank and cover plates to form a roof over the tank supplied with one lockable access manhole 450 x 450 mm with built-in screened vent per compartment and one internal ladder per compartment and pipe connection points welded to the tank plates in positions specified.	No	1		
Carried to Collection				R	
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External Works					

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<u>EXTERNAL WORKS</u>			
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SECTION NO. 2

CAPITAL WORKS

BILL NO. 21

PROVISIONAL SUMS

SUPPLEMENTARY PREAMBLES

General

Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances

PROVISIONAL SUMS FOR NOMINATED/SELECTED SUBCONTRACT WORKS

WATER WORKS

Borehole Drilling, Testing and Equipping

- 1 Provide the sum of R250 000.00 (Two Hundred and Fifty Thousand Rand) for the drilling, testing and pump installation.

Prov Sum 250 000 00

- 2 Profit on above item.

Item

- 3 Attendance on above item.

Item

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Section No. 2

Bill No. 21

Provisional Sums

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<u>CAPITAL WORKS</u>			
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SECTION NO. 3
REPAIRS AND RENOVATIONS

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 3</u></p> <p><u>REPAIRS AND RENOVATIONS</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p>SUPPLEMENTARY PREAMBLES</p> <p>General:</p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent.</p> <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately.</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing.</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork.</p>				
Carried to Collection			R	
Section No. 3				
Bill No. 1				
Alterations				

	Unit	Quantity	Rate	Amount
<p>Where existing openings are given in number as built up, the existing surfaces all round shall be prepared as necessary, brickwork or blockwork properly toothed and bonded to existing or tied to concrete with 30 x 1,6mm galvanised hoop iron ties to every third course, wedged up to underside of existing lintels and finishes shall be made good on both sides as described.</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc).</p> <p>Removal or demolition of existing work comprising or containing asbestos products:</p> <p>Where existing works comprising or containing asbestos products are removed or demolished, the contractor shall ensure that such work is conducted in accordance with the provisions of the Asbestos Regulations promulgated by Government Notice No. R.155 of 10 February 2002, as amended, as provided for in clause 12 (9) of the Construction Regulations.</p> <p>Such work shall be carried out by a company registered with the Department of Labour as an Asbestos Contractor.</p> <p>Prior to the commencement of such works, a plan of work approved by an approved Asbestos Inspection Authority shall be submitted to the Provincial Director/Provincial Executive Manager.</p> <p>Temporary barriers, screens and supports:</p> <p>The temporary barriers, screens and supports measured hereafter are those that are specified and indicated on drawings only. The contractor shall provide all other barriers, screens and supports he deems necessary and shall allow for the cost thereof under the relevant items in the Preliminaries Bill.</p> <p>OLD MATERIALS</p>				
Carried to Collection			R	
Section No. 3				
Bill No. 1				
Alterations				

		Unit	Quantity	Rate	Amount
<p>Note: Old materials shall become the property of the Contractor and shall be removed from site and disposed of in an approved manner.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>Breaking down and removing brickwork etc:</u></p>					
1	Half brick walls.	m ²	57		
2	One brick walls in beamfilling.	m ²	59		
3	One brick walls.	m ²	49		
<p><u>Breaking up and removing reinforced concrete:</u></p>					
4	Break up by carefully cutting through 200mm thick reinforced concrete slab for skylight opening size 2500 x 600mm	No	3		
<p><u>Breaking up and removing precast concrete copings etc.</u></p>					
5	Break up and remove 340 x 85mm thick overall precast concrete coping bedded and jointed in cement mortar on top of concrete beam.	m	252		
<p><u>Taking out and removing doors, windows etc.</u></p>					
6	Timber door 813 x 2032mm high from steel frame	No	17		
<p><u>Carefully taking out and removing doors, windows etc from brickwork to be demolished, and store for reuse, and later refixing in new position:</u></p>					
7	Timber single door and steel frame 877 x 2064mm high from one brick wall	No	24		
<p><u>Taking out and removing windows etc including frames, thresholds, sills, etc comprising or containing asbestos products, including making good cement plaster on one side and face brick work to match existing on other side (making good paintwork elsewhere):</u></p> <p>Contractor shall ensure that such work is conducted in accordance with the provisions of the relevant laws and regulations, such as, but not limited to the 'Asbestos Regulations'. Such work shall be carried out by a company registered with the Department of Labour as an Asbestos Contractor.</p>					
8	Glazed steel window with asbestos panels overall size 1070 x 1000mm high from one brick wall.	No	80		
Carried to Collection				R	
<p>Section No. 3</p> <p>Bill No. 1</p> <p>Alterations</p>					

		Unit	Quantity	Rate	Amount
	<u>Taking out and removing doors, windows etc including frames, thresholds, sills, etc and preparing openings in brick walls for and building in new door frames and windows (new door frames and window elsewhere) including making good concrete and screed in threshold and cement plaster on both sides and into reveals (making good paintwork elsewhere):</u>				
9	Timber single door and steel frame 813 x 2064mm high from half brick wall.	No	6		
10	Timber single door and steel frame 813 x 2064mm high from one brick wall.	No	6		
11	Timber single door and steel frame 813 x 2032mm high from one brick wall.	No	6		
12	Timber double door and steel frame 1630 x 2064mm high from one brick wall.	No	9		
	<u>Taking down and removing roofs, floors, panneling, ceilings, partitions, etc:</u>				
13	IBR roof sheeting including flashings, ridge capping etc on steel purlins including preparing existing purlins for new roof coverings and protection of new lamdaboard under purlins.	m ²	615		
14	IBR wall cladding including flashings, covers, wire mesh cage etc on steel or timber frame including preparing surface to receive new plaster.	m ²	117		
15	Tongued and grooved timber suspended floors, including timber joists, bearers, skirtings, etc.	m ²	41		
16	Gypsum plasterboard ceilings, including cornices, timber bandering, etc.	m ²	628		
17	600 x 600mm suspended acoustic ceiling tiles in white coated exposed aluminium grid system in patches	m ²	498		
18	600 x 600mm suspended vinyl clad ceiling tiles in white coated exposed aluminium grid system in patches	m ²	254		
	Carried to Collection			R	
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		Unit	Quantity	Rate	Amount
19	600 x 600mm suspended fire proof ceiling tiles in white coated exposed aluminium grid system in patches	m ²	23		
20	Aluminium, glass and timber partition wall 2900mm high including doors, glazing, fixed to counter tables, skirtings ect	m	24		
	<u>Taking down and removing fascias, bargeboards, gutters, rainwater pipes, etc:</u>				
21	Fibre cement fascias and bargeboards.	m	166		
22	125mm Sheet iron eaves gutter.	m	131		
23	80mm diam rainwater pipes including fittings, brackets, etc.	m	26		
	<u>Taking up and removing vinyl floor coverings, carpeting, etc:</u>				
24	Vinyl tile floor covering including preparing screed for new vinyl floor covering in patches.	m ²	731		
25	Carpet tiles.	m ²	87		
26	Ceramic tiles.	m ²	78		
	<u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere):</u>				
27	WC suite comprising vitreous china pan, low level cistern, etc.	No	20		
28	Vitreous china wash hand basin	No	17		
29	Single-bowl metal sink	No	3		
	Carried to Collection			R	
	Section No. 3				
	Bill No. 1				
	Alterations				

		Unit	Quantity	Rate	Amount
	<u>Taking out and removing electrical fittings and installation complete, including cutting off as necessary, disconnecting power and making good surfaces and holes to receive new electrical installation (new electrical installation elsewhere):</u>				
30	Electrical equipment complete with light fittings, extract fans, outlet boxes, distribution boards together with its contents and associated wiring etc, including repairs to any damage caused by filling voids in masonry with brick bats and strong mortar, plastering smooth and making good.	Item			
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc:</u>				
31	30mm Granolithic from concrete floors.	m ²	48		
32	Internal plaster from walls.	m ²	249		
33	External plaster from walls.	m ²	33		
34	Scrape off and remove existing flaking damp, tact coat the entire underside of concrete slab and apply ceiling skimming.	m ²	568		
	<u>MAKING GOOD OF FINISHES, ETC</u>				
	<u>Making good face brickwork:</u>				
35	Making good plaster to face of wall where half brick wall removed.	m	6		
36	Faces of walls, including removing damaged bricks and replacing with new to match existing.	m ²	161		
37	Facebrick cills, including removing damaged bricks and replacing with new to match existing.	m	14		
	<u>REPOINTING OF EXISTING FACEBRICK WALLS</u>				
	<u>Raking out joints approximately 12mm deep from finished face of facebrick walls to remove loose mortar and repoint joints with class II mortar, including leaving surfaces clean on completion:</u>				
38	On walls.	m ²	366		
	Carried to Collection			R	
	Section No. 3				
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	Alterations				

		Unit	Quantity	Rate	Amount
<u>PREPARATORY WORK, MAKING GOOD, ETC TO EXISTING</u>					
<u>Prepatory work to existing surfaces:</u>					
39	Trim and level off top of concrete roof surface to falls including ripping off existing waterproofing and scarifying for to expose cleanly the coarse aggregate a depth of 30mm, all loose debris, dirt, and dust to be removed using vacuum equipment and apply 2 coats of cement slash and prepare to receive new screed (elsewhere measured).	m ²	1 420		
<u>OPENING THROUGH EXISTING WALLS ETC</u>					
<u>Breaking out for and forming plain opening through brick walls, including prestressed concrete lintels, making good cement plaster on one side and facebrickwork on other side, into reveals and with 20MPa concrete thresholds with steel trowelled finish (new doors and frames and making good paintwork elsewhere):</u>					
40	Opening for door with steel frame 1616 x 2064mm high overall through one brick wall.	No	6		
41	Opening for door with steel frame 877 x 2064mm high overall through one brick wall.	No	6		
42	Opening for hoist reel fitting 1000 x 2800mm high overall through one brick wall.	No	6		
43	Opening for refuse door opening 2000 x 2800mm high overall through one brick wall.	No	6		
<u>Cleaning, servicing, overhauling and adjusting timber doors in steel frames including hinges, locks, barrelbolts, etc as necessary and leave in working order to open and close freely and properly, including new screws etc for refixing existing ironmongery as necessary:</u>					
44	Single door.	No	6		
45	Double door.	No	2		
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BILL NO. 1
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<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 2</u> <u>PRECAST CONCRETE</u> <u>PRECAST CONCRETE COPINGS ETC</u> <u>Precast concrete coping size 340 x 85mm bedded and jointed in cement mortar on top of concrete upstand beam, finished smooth on exposed surfaces</u>				
1 Coping on top of concrete upstand beam with weathered rebate in top and drip groove in bottom.	m	252		
			R	
Section No. 3 Bill No. 2 Precast Concrete				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 3</u> <u>WATERPROOFING</u> <u>SHEET OR MEMBRANE WATERPROOFING</u> <u>Waterproofing to roofs</u>				
1 Proprietary torch-bonded bituminous sheet waterproofing system as overlay to existing similar waterproofing on flat concrete roof, provided under an acceptable and approved ten-year guarantee against leakage, including all necessary preparatory work, underlays, sealing at edges, etc.	m ²	1 420		
2 Additional membrane at fullbore outlets 100mm Fulbore outlets.	No	10		
<u>Flashing strips</u>				
3 300mm girth cover flashing between face of wall and horizontal top of metal sheeted roof, formed of approved proprietary bituminous acrylic waterproofing compound and polyester fabric reinforcement, including painting.	m	218		
<u>JOINT SEALANTS ETC</u>				
<u>Approved polyurethane sealing compound including primer, etc:</u>				
4 In joints between steel/ aluminium door or window frames and face brickwork or concrete.	m	625		
5 In joints between window sills and face brickwork or plaster.	m	72		
<u>Approved polyurethane sealing compound including bond breaker, primer, etc and raking out expansion joint filler as necessary:</u>				
6 12 x 12mm In expansion joints in walls.	m	74		
7 20 x 20mm In expansion joints in floors with and including closed cell expanded polyethylene backing cord.	m	15		
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Bill No. 3				
Waterproofing				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 4</u> <u>ROOF COVERINGS</u> <u>PROFILED METAL SHEETING AND ACCESSORIES</u> <u>Safintra or equally approved 0.53mm thick</u> <u>concealed fixed crank Saflok 410 Colorplus AZ 150</u> <u>interlocking roof sheeting fixed to steel internal</u> <u>purlins at 1700mm centres, and ridge/eaves purlins</u> <u>at 1500mm centres using Saflok 410 clips that must</u> <u>be fastened to steel purlins with fixtite or Safintra</u> <u>approved wafer head self-tapping screws, all in</u> <u>accordance with manufacturer's</u> <u>recommendations.</u>				
1 Roof covering slightly curved in full length single sheets not exceeding 15m long.	m ²	508		
2 Roof covering slightly curved in full length single sheets not exceeding 7m long.	m ²	72		
3 Fascia and barge trim 462mm girth, three times bent along girth.	m	177		
<u>Sunderies</u>				
4 Extra over roof sheeting dent to create a drip	m	156		
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Bill No. 4				
Roof Coverings				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 5</u> <u>CARPENTRY AND JOINERY</u> <u>FLUSH DOORS</u> <u>Semi solid core flush doors with commercial veneer covering on both sides with hardwood edge strips to vertical edges, hung to steel frames:</u>				
1 44mm semi-solid flush door size 813 x 2032mm high with rectangular cut out for louvre size 450 x 280mm high (elsewhere measured) fixed to steel door frame (Door Type T1).	No	1		
2 44mm semi-solid flush door size 813 x 2032mm high with rectangular cut out for louvre size 450 x 200mm high (elsewhere measured) fixed to steel door frame (Door Type T1a).	No	1		
3 44mm semi-solid flush door size 813 x 2032mm high with rectangular cut out for louvre size 600 x 600mm high (elsewhere measured) fixed to steel door frame (Door Type T8).	No	1		
4 44mm semi-solid flush door size 813 x 2032mm high fixed to steel door frame (Door Type T3 & T4).	No	15		
5 44mm semi-solid flush door size 813 x 2032mm high fixed to steel door frame for access to ducts (Door Type T6).	No	1		
6 44mm semi-solid flush door size 762 x 2033mm high fixed to steel door frame with 150mm undercut, for ablution cubicles (Door Type T7).	No	6		
7 44mm solid flush door size 1511 x 2033mm high with 813mm active leaf fixed to steel heavy duty door frame (Door Type T9).	No	2		
<u>FRAMES, RAILS, SKIRTINGS, ETC.</u> <u>Wrought meranti:</u>				
8 22 x 75mm Arris rounded, hollow backed hardwood skirting including 19mm quadrant bead, plugged.	m	550		
Carried to Collection			R	
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Bill No. 5				
Carpentry And Joinery				

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<p><u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 6</u> <u>CEILINGS PARTITIONS AND ACCESS FLOORING</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Materials and workmanship:</u> Timber brandering shall comply with SANS 1707-2 and SANS 1783-4.</p> <p><u>Fixing:</u> Items described as nailed shall be deemed to be fixed with non-corrosive nails or shot pins to brickwork or concrete. Items described as plugged shall be deemed to include screwing with non-corrosive screws to fibre, plastic or metal plugs at not exceeding 540mm centres, and where described as bolted the bolts have been measured elsewhere. Descriptions of wood cornices or cover strips shall be deemed to include punching nail heads and countersinking screw heads and filling with matching wood filler.</p> <p><u>Ceilings:</u> Unless otherwise described ceilings shall be deemed to be horizontal.</p> <p><u>Steel components:</u> All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121.</p> <p><u>Openings in nailed-up ceilings:</u> Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p> <p><u>Proprietary suspended ceilings:</u> Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations.</p>				
<p>Carried to Collection</p> <p>Section No. 3 Bill No. 6 Ceilings Partitions And Access Flooring</p>			R	

	Unit	Quantity	Rate	Amount
<p>Electrical light fittings, diffusers, panels, etc generally are lay in units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof).</p> <p><u>General:</u></p> <p>Only specialist ceiling subcontractors approved by the manufacturer of the materials shall be allowed to execute the work. Ceiling boards shall be arranged symmetrically about the room, with cut boards along walls and straight joints in both directions.</p> <p><u>CEILING CONSTRUCTION, CORNICES, ETC.</u></p> <p><u>Suspended ceilings</u></p> <p>1 Suspended lay-in type ceiling, comprising 6mm accustic ceiling tiles size 600 x 600mm (nominal dimensions) finished with 80 µm vinyl laminate foil cladding with 25mm wide proprietary white colour-capped exposed metal tee-grid system suspended horizontally 1m below horizontal underside of concrete roof, etc, including hold-down clips (four per tile) and suitable timber or metal nogging pieces fixed at ends of tiles to prevent deflection.</p> <p>m² 540</p> <p>2 Suspended lay-in type ceiling, comprising 6mm vinyl cladded ceiling tiles size 600 x 600mm (nominal dimensions) finished with 80 µm vinyl laminate foil cladding with 25mm wide proprietary white colour-capped exposed metal tee-grid system suspended horizontally 1m below horizontal underside of structural steel roof framework, etc, including hold-down clips (four per tile) and suitable timber or metal nogging pieces fixed at ends of tiles to prevent deflection.</p> <p>m² 260</p> <p>Carried to Collection</p> <p>Section No. 3</p> <p>Bill No. 6</p> <p>Ceilings Partitions And Access Flooring</p>				
			R	

		Unit	Quantity	Rate	Amount
3	Suspended lay-in type ceiling, comprising 15mm CAPCO fire shield ceiling tiles size 600 x 600mm (nominal dimensions) finished with 80 µm vinyl laminate foil cladding with 25mm wide proprietary white colour-capped exposed metal tee-grid system suspended horizontally 1m below horizontal underside of concrete roof, etc, including hold-down clips (four per tile) and suitable timber or metal nogging pieces fixed at ends of tiles to prevent deflection.	m ²	25		
	<u>Bulkheads</u>				
4	Ceiling bulkhead 1800 x 600mm deep comprising 12mm standard-quality gypsumboard, scrimming and skimming with proprietary gypsum-based skim-coat, fixed to metal or timber studding.	m	10		
	<u>Cornices</u>				
5	47 x 35mm Z-profiled proprietary colour-capped ceiling edge-trim, fixed to masonry.	m	640		
	<u>Lambdaboard ceilings insulation</u>				
6	90mm thick lambdaboard suspended ceiling fixed to underside of existing roof and having a five-year aged R-Value not less than 2.5, fixed to underside of roof covering, including all necessary support framework.	m ²	825		
	<u>PARTITIONS</u>				
	<u>Internal Office Partitions</u>				
7	3100mm high x 90mm (nominal) thick proprietary partition fixed to top of solid concrete floor, including 12mm standard-grade gypsum plasterboard cladding, natural-anodized aluminium T-bar vertical cover strips, capping piece and skirtings.	m	25		
8	Extra over 3100mm high partition for fixing end to masonry at T-intersection.	No	9		
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	Ceilings Partitions And Access Flooring				

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BILL NO. 6

CEILINGS PARTITIONS AND ACCESS FLOORING

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Bill No. 6

Ceilings Partitions And Access Flooring

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 3</u></p> <p><u>REPAIRS AND RENOVATIONS</u></p> <p><u>BILL NO. 7</u></p> <p><u>JOINERY FITTINGS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions:</u></p> <p>The following joinery fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, subframes, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, quadrant beads at junctions with adjacent surfaces, decorative finishes, glass, ironmongery, metalwork, paint or varnish finishes, etc.</p> <p>The descriptions of the items are intended as a means of identifying and locating the items only and are not intended as full descriptions and specifications of the items. Tenderers are to refer to the respective fittings as detailed on the Architect's drawings accompanying these Bills of Quantities for tender purposes.</p> <p><u>Protection:</u></p> <p>The Contractor shall protect the work during the course of construction, which protection shall be adequate for the purpose and to the approval of the Principal Agent.</p> <p><u>Liaison with other trades:</u></p> <p>It is to be noted that this work will be executed in close conjunction with other trades such as electrical and mechanical works. No extra costs whatsoever will be entertained in this regard.</p> <p><u>Post-formed Formica worktops:</u></p> <p>All post-formed Formica worktops shall be Formica Lifeseal worktops with backing layer on underside.</p>				
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Joinery Fittings				

	Unit	Quantity	Rate	Amount
<u>JOINERY FITTINGS TO KITCHENETT JOINERY - MAGISTRATE OFFICE (Refer drawing No's 25609-A-6000-00)</u>				
<u>32mm Post-formed Formica worktop with black PVC inverted edging all round to exposed edges. Colour: Mocha Granite</u>				
1 1500 Wide x 600mm deep x 900mm high floor-mounted straight cupboard unit with cut-out to accommodate drop-in sink, one double door, comprising bottom shelf set 150mm above floor on timber bearers, middle shelf set on stainless steel adjustable side-cleats with four sets of sheathed perforations in the side panels, sides, 6mm white-faced hardboard lining glued to the back wall and 600mm wide worktop.	No	1		
2 1800 Wide x 600mm deep x 900mm high ditto, but one single door and one double door	No	1		
3 2100 Wide x 600mm deep x 900mm high ditto, but two single door and one double door and one drawer	No	2		
4 1500 Wide x 350mm deep x 800mm high wall-mounted straight cupboard unit with one single door and one double door, comprising bottom three shelves on stainless steel adjustable side-cleats.	No	1		
5 1800 Wide x 350mm deep x 800mm high ditto	No	1		
6 2100 Wide x 350mm deep x 800mm high ditto but one single door and one double door	No	2		
<u>JOINERY FITTINGS TO ENTRANCE LOBBY</u>				
7 L-shaped counter/floor cupboard 6000mm extreme girth x 747mm wide x 1100mm high overall.	No	1		
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Joinery Fittings				

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JOINERY FITTINGS

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Section No. 3
Bill No. 7
Joinery Fittings

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 8</u> <u>FLOOR COVERINGS</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing:</u> Floor coverings, wall linings, etc shall be fixed and installed in accordance with the manufacturer's instructions. <u>Floor tiles in two-colour pattern:</u> Floor tiles in two-colour pattern shall include margins and borders in varying widths exceeding 300mm. <u>VINYL FLOOR COVERINGS</u> <u>2.5mm "Polyflor Silentflor PUR" or other approved fullyflexible laminated vinyl floor sheeting fixed to smooth cement floor, including ~ 4mm 'Tal Speedmaster' other approved epoxy based self-levelling screed and hot seam-welding at butt joints.</u>				
1	m ²	240		
<u>2.5mm "Polyflor Expona Flow PUR" or other approved fully flexible laminated vinyl floor sheeting fixed to smooth cement floor, including ~ 4mm 'Tal Speedmaster' other approved epoxy based self-levelling screed and hot seam-welding at butt joints at Magistrate Offices</u>				
2	m ²	331		
<u>2.5mm "2000 PUR" or other approved fully flexible laminated vinyl floor sheeting fixed to smooth cement floor, including ~ 4mm 'Tal Speedmaster' other approved epoxy based self-levelling screed and hot seam-welding at butt joints at</u>				
3	m ²	344		
Carried to Collection			R	
Section No. 3 Bill No. 8 Floor Coverings				

		Unit	Quantity	Rate	Amount
<u>CARPET SHEETING AND TILES</u>					
<u>500 x 500 x 7mm Thick 'Belgotex Metro' heavy commercial or equal and approved NexBac carpet tiles on screeds (screeds elsewhere):</u>					
<u>SELF LEVELING 4 COMPONENT EPOXY SCREED</u>					
<u>6mm Thick polyurethane epoxy floor finish including one coat primer with scattered aggregate and one final coat comprising resin, activator, plain aggregate and pigment.</u>					
4	On floors.	m ²	125		
5	Extra over last for saw cutting 8 x 8mm anchor grooves.	m	47		
<u>SKIRTINGS, BUMP RAILS, ETC</u>					
<u>Aluminium transition cover strips:</u>					
6	38mm Wide natural anodised aluminium transition cover strips plugged.	m	68		
<u>'FloorworX Extruda' or other approved accessories:</u>					
7	10mm Wide x 70mm high MCB70 skirting.	m	685		
<u>POLISH, SEALERS, ETC</u>					
<u>Scrubbing with diluted neutral detergent complying with SANS 825, rinsing, drying and applying three coats water-based copolymer emulsion (matt) or other approved sealer complying with SANS 1032:</u>					
8	On vinyl flooring.	m ²	1 140		
Carried to Collection				R	
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Bill No. 8					
Floor Coverings					

			Amount
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<u>FLOOR COVERINGS</u>			
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 9</u> <u>IRONMONGERY</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Finishes to ironmongery:</u> Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered : CH Chromium plated : SC Satin chromium plated : SE Silver enamelled : GE Grey enamelled : AS Anodised silver : AB Anodised bronze : AG Anodised gold : ABL Anodised black : PB Polished brass : PL Polished and lacquered : PT Epoxy coated. <u>Descriptions:</u> Descriptions of ironmongery shall be deemed to include for fixing to wood, aluminium and steel. <u>HINGES, FLOOR SPRING HINGES, BOLTS, PANIC BOLTS, ETC</u> <u>'Union' or similar approved:</u>				
1	No	81		
2	No	4		
3	No	8		
4	No	3		
5	No	4		
6	No	6		
7	No	5		
8	No	4		
Carried to Collection				R
Section No. 3				
Bill No. 9				
Ironmongery				

		Unit	Quantity	Rate	Amount
	<u>CATCHES, CABIN HOOKS, ETC</u>				
9	150mm brass cabin hook and eye including 70 x 70 x 22mm chamfered hardwood block, twice oiled and plugged.	No	8		
	<u>LOCKS, ETC</u>				
	<u>'Union' or similar approved:</u>				
10	WC stainless steel indicator deadbolt and turn knob with striking plate fixed to wood (code SS5004-73SS).	No	10		
11	Stainless steel WC indicator bolt (code AL8098AS)	Pairs	3		
	The following locks and cylinder lock are to be suitable for master and grand master key operation.				
	<u>EN SUITE LOCKS</u>				
	<u>'Union' or similar approved:</u>				
12	Profile double cylinder lock MKD (code CY110MKED3333SN)	No	5		
13	Profile single cylinder lock MKD (code CY110MKES3310SN)	No	9		
14	Profile double turn cylinder lock MKD (code CY110MKET3333SN)	No	44		
15	Privacy/bathroom cylinder lock (code 2X815/TNP)	No	3		
16	Stainless steel cylinder deadlock (code L-2115-78SS)	No	13		
17	Cylinder upright lock (code L-2215-78SS/SL)	No	36		
18	35mm stainless steel backset with swing bolt dead lock (code QD35X85MMSW-SS)	No	9		
19	Three lever mortice lock with 2900C rebate conversion set.	No	6		
20	Grand master key.	No	2		
21	Master key.	No	81		
	Carried to Collection			R	
	Section No. 3				
	Bill No. 9				
	Ironmongery				

		Unit	Quantity	Rate	Amount
	<u>HANDLES, FLUSH PULLS, ESCUTCHEONS, ETC</u>				
	<u>'Union' or similar approved:</u>				
	<u>Handles:</u>				
22	22mm diam handle with Flange Fixing (Code PHD-CF-225-22SS).	No	8		
23	300mm pull handle (Code AL5515-300BBAS)	Sets	13		
24	300mm pull handle (Code AL5512-300BBAS).	Sets	6		
25	152 x 152mm dove pull handle with blank backplate (Code AL5D66-06AS).	Sets	4		
26	152 x 152mm SS dove pull handle with blank backplate (Code SS5D66-06SS).	Sets	6		
27	Bishop lever handle with key hole opening (code AL684-05AS).	Sets	36		
28	65 x 50mm flush finger pull handle (code FFP65X50SS)	Sets	2		
	<u>Push Plates:</u>				
29	152 x 152mm push pate fixed to timber door (Code SS5066-06SS)	Sets	6		
30	152 x 152mm push pate with left hand side profile fixed to timber door (Code AL5066L-05AS)	Sets	2		
31	Ditto with with left hand side profile fixed to timber door (Code AL5066R-05AS)	Sets	2		
	<u>Kick Plates:</u>				
32	250 x 800mm kick plate fixed to timber door (Code SS5089-250W)	No	8		
33	350 x 800mm kick plate fixed to timber door (Code SS5089-350W)	No	20		
	<u>Escutcheon Plates:</u>				
34	Escutcheon profile (Code AL5375-05AS)	Pairs	10		
35	Escutcheon on rose profile (Code PZ-05SS)	Pairs	5		
36	821RT/C91 escutcheon profile (Code AL52RT-05AS)	Pairs	3		
	Carried to Collection			R	
	Section No. 3				
	Bill No. 9				
	Ironmongery				

		Unit	Quantity	Rate	Amount
<u>DOOR CLOSERS</u>					
<u>'Union' or similar approved:</u>					
37	Cam Motion Closer EN 1-4 SIL (Code DC500)	No	31		
38	Cam Motion Closer EN 3-6 SIL DA (code DC700DA)	No	4		
39	Cam Motion Closer EN 1-4 SIL Hold Open (code DC500HO)	No	6		
<u>KEY TAGS</u>					
40	40mm Diameter x 3mm thick clear perspex key tag with black painted background with 10mm high reverse engraved and white painted Helvetica Medium numerals holed for and fitted with 22mm diameter split key ring. (Provisional)	No	81		
<u>BATHROOM FITTINGS</u>					
<u>'Bidvest Steiner' or similar approved:</u>					
41	160 x 105 x 310mm High white PVC 'Liquid Dispenser' soap dispenser, plugged.	No	8		
42	315 x 235 x 440mm High white PVC 'Steiner Paper Towel Cabinet' paper towel dispenser, plugged.	No	11		
43	135 x 140 x 385mm High 'TR3' white three toilet roll holder, plugged.	No	18		
44	510 x 160 x 550mm High 'Intima She Bin - Pedal' sanitary towel disposal bin.	No	10		
<u>'Kimberly Clark' or similar approved:</u>					
45	'Aquarius' white waste bin (code 6993), plugged.	No	11		
<u>GRAB RAILS, ETC</u>					
<u>'Franke':</u>					
46	32mm Diameter Grade 304 stainless steel cistern and flush valve back rail (code: CNTXBR), size 750 x 260mm, plugged.	No	3		
47	32mm Diameter Grade 304 stainless steel fold down paraplegic grab rail (code: CNTX70B), size 850 x 100 x 249mm, plugged.	No	3		
Carried to Collection				R	
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Bill No. 9					
Ironmongery					

		Unit	Quantity	Rate	Amount
48	32mm Diameter Grade 304 stainless steel angle bar grab rail (code: CNTX700A), size 618 x 95 x 255mm.	No	3		
	<u>SUNDRIES</u>				
49	Coat hook rubber tipped (code AL8722AS).	No	3		
50	Hat and coat hook AS (code AL8721AS).	No	5		
51	Door stop plugged to floors (code AL8730AS).	No	60		
52	Satin chrome rebate set for locks (code 2915SC)	No	2		
53	Red break glass (code BGLASS-R)	No	1		
	<u>LETTERS, NAMEPLATES, ETC</u>				
	<u>Black acrylic door plates engraved with arial font and painted white, fixed to door frame or wall with chromium plated domeheaded screws:</u>				
54	50 x 50 x 3mm thick door number plate engraved with two numerals size 25mm high.	No	10		
55	400 x 80 x 3mm thick door name plate engraved with varying numbers of letters and/or numerals each size 50mm high.	No	50		
	<u>Door mounted single sided aluminium steel signs:</u>				
56	152 x 152mm ALU-male/female sign (code SP5066-06ASE12).	No	2		
57	152 x 152mm ALU-male sign (code SP5066-06ASE10).	No	6		
58	152 x 152mm ALU-female sign (code SP5066-06ASE11).	No	2		
59	152 x 152mm ALU- paraplegic sign (code SP5066-06ASE14).	No	3		
60	152 x 152mm ALU- Tea/Kitchen sign (code SP5066-06ASE02).	No	2		
	<u>DIFFUSERS, GRILLES, ETC</u>				
	<u>450 x 350mm 'Europair' or other approved natural anodized aluminium rectangular door grille with 22mm frame, telescopic back frame and fixed horizontal chevron louvres.</u>				
61	On doors	No	41		
Carried to Collection				R	
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Ironmongery					

		Unit	Quantity	Rate	Amount
	<u>900 x 400mm 'Europair' or other approved white epoxy powder-coated anodized aluminium rectangular return-air grille with 30mm frame and fixed horizontal louvres</u>				
62	On cladding	No	8		
	<u>500 x 200mm 'Europair' or other approved white epoxy powder-coated anodized aluminium rectangular supply-air grille with 30mm frame, individually-adjustable front-and-back louvres and 40-45 noise-control damper.</u>				
63	On roof covering	No	4		
	<u>TROX or Similar approved Alluminium Louvre (AWGF2), size 3500 x 1200mm high with 25 x 25mm stainless steel mesh fixed to rectangular hollow section.</u>				
64	On external windows	No	25		
Carried to Collection					R
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Ironmongery					

BILL NO. 9
IRONMONGERY
COLLECTION

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u>				
<u>REPAIRS AND RENOVATIONS</u>				
<u>BILL NO. 10</u>				
<u>STRUCTURAL STEELWORK</u>				
<u>GALVANISED STEEL PURLINS, GIRTS, BRACING, ETC</u>				
<u>Purlins and girts, bolted to steel</u>				
1 Steel purlins, comprising Lip Channel 150mm x 50mm x 20mm x 2mm x 6m to match existing.	Tonnes	5.00		
2 Steel trusses slightly tilting to engineers specification.	Tonnes	11.70		
<u>Bolted structural steel support</u>				
3 Structural steel support to skylight as per engineers specification.	Tonnes	3.00		
Carried To Section Summary				R
Section No. 3				
Bill No. 10				
Structural Steelwork				

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 11</u> <u>METALWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions:</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers.</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.</p> <p>Items described as 'holed for bolt(s)' shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres.</p> <p><u>Purpose made steel windows:</u></p> <p>Purpose made steel windows shall be manufactured in accordance with the relevant SABS/SANS specifications in "FX7" sections. All steel windows are to manufactured from 3mm thick steel.</p> <p><u>Aluminium doors, windows, etc.</u></p> <p>Design:</p> <p>The contractor shall be responsible for the design of the curtain walling, aluminium windows, shopfronts and doors and shall provide detailed shop drawings for approval by the Principal Agent prior to putting any work in hand and within two weeks of being awarded the contract.</p> <p>Aluminium curtain walling, shopfronts, doors and windows shall comply with AAAMSA design criteria.</p> <p>The design wind load for the glazed facade (external) shall be 1500Pa, in accordance with Table 3.1: Selection of AAAMSA Performance Class Designations.</p> <p>Warranties:</p>				
<p>Carried to Collection</p>			R	
<p>Section No. 3</p> <p>Bill No. 11</p> <p>Metalwork</p>				

	Unit	Quantity	Rate	Amount
<p>The design wind load for internal aluminium shopfronts and doors shall be a minimum of 700Pa, in accordance with Table 3.1: Selection of AAAMSA Performance Class Designations.</p> <p>Design intent:</p> <p>Tenderers are referred to Window and Door Schedules annexed to these bills of quantities for the architectural design intent.</p> <p>System supplier:</p> <p>The system supplier for the aluminium curtain walling, windows, shopfronts and doors shall be AGI Sheerline Aluminium or equal and approved.</p> <p>Glass and glazing:</p> <p>Glazing shall comply with SAGGA regulations and SANS 10137. Glass shall be as specified on Shopfront Schedules and shall be of thickness and type to comply with the SAGGA regulations and SANS 10137.</p> <p>Finishes:</p> <p>Anodising shall comply with SANS 999 and shall be Grade AA25 (average coating thickness of 25 micron).</p> <p>Powder coating shall be polyester powder coating of 'White' colour. Polyester powder coating shall comply with SANS 1796 and SANS 1578.</p> <p>Quality assurance:</p> <p>Prior to the commencement of any site work, the following is required to be provided by the manufacturer/specialist contractor supplying/installing the aluminium curtain walling, windows, shopfronts and doors:</p> <p>a) AAAMSA Performance Test Certificate/s</p> <p>b) Shop drawings/detailed manufacturing drawings, including any relevant manuals (all for approval by the Principal Agent)</p> <p>Upon completion of all site work and installation, the following is required to be provided by the manufacturer/specialist contractor supplying/installing the aluminium curtain walling, windows, shopfronts and doors:</p> <p>c) AAAMSA or SAGGA Glass & Glazing Certificate/s</p> <p>d) AAAMSA Surface Finishing Certificate/s</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 3 Bill No. 11 Metalwork</p>				
			R	

	Unit	Quantity	Rate	Amount
<p>e) AAAMSA or SASA Skylight System Certificate/s (where applicable)</p> <p>f) AAAMSA Architectural Product Certificate/s (where applicable).</p> <p>The following warranties are required to be provided:</p> <p>a) A powder guarantee of not less than 15 years issued by the powder manufacturer.</p> <p>b) A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years.</p> <p>Descriptions:</p> <p>Descriptions of aluminium curtain walling, windows, shopfronts and doors shall be deemed to include all necessary temporary protection measures, burglar bars, as described and fittings as well as timber or other subframes, templates, etc which are required in terms of the approved design.</p> <p>All opening sections of the external aluminium windows and shopfronts are to be fitted with three 10 x 20mm solid aluminium burglar bars.</p> <p>Descriptions of aluminium curtain walling, windows, shopfronts and doors shall be deemed to include sealing with approved silicone sealing compound along edges as necessary.</p> <p>Descriptions of aluminium curtain walling, windows, shopfronts and doors shall be deemed to include preparation for fitting of ironmongery.</p> <p>The sizes stated in the descriptions of aluminium units are indicative only, not prescriptive and may have to be adjusted to suit circumstances.</p> <p>Testing of windows for watertightness: Each window shall be tested for watertightness with water sprayed on using adequate pressure. If, in the opinion of the Principal Agent, the pressure proves to be inadequate then the pressure shall be boosted by means of compressed air or other means.</p> <p>Ironmongery:</p>				
<p>Carried to Collection</p>			R	
<p>Section No. 3</p> <p>Bill No. 11</p> <p>Metalwork</p>				

		Unit	Quantity	Rate	Amount
Ironmongery (where not included in descriptions of aluminium curtain walling, windows, shopfronts and doors) is elsewhere measured.					
<u>GALVANISED STEEL</u>					
<u>Galvanised 'Maclock' heavy duty balustrading 1050mm high comprising ball type staunchions, tube handrails with one intermediate rail:</u>					
1	38mm Diameter handrails and intermediate rails.	m	35		
2	48mm Diameter staunchions	No	8		
3	Extra for 90° closure	No	4		
4	16mm Diameter x 40mm chemical anchor.	No	15		
<u>The following 2.00m high galvanized eave construction support for louvre connection (refer to drawing No. 2311-BLKA-w553)</u>					
5	160 x 80 x 3mm rectangular hollow section vertical support steel member top butt weld to 160 x 80 x 3mm rectangular hollow section horizontal and bottom butt welded to 160 x 140 x 12mm base plate, fixed to wall with 260 x 180 x 120mm flat base plate bolted to walls with 4 x M16 chemically anchored bolts.	m	86		
6	Removable expanded mesh bolted in to walls with 50 x 50mm angle iron	m	86		
7	12 x 12mm horizontal burglar bars welded to 8 x 50mm flat bar chemically anchored to window reveal size 1000 x 1000mm	No	46		
<u>SUNDRY HOT DIP GALVANISED STEELWORK</u>					
<u>HOT DIP GALVANISED STEEL GATES, SCREENS, ETC</u>					
<u>Welded grille gates, screens, etc all as per architect's Door Schedule Drawings annexed to these bills of quantities for tender purposes:</u>					
8	Single gate 1000 x 2373mm high of 50 x 50 x 8mm hollow section frame filled in with 10 x 40mm bar vertical members at 119mm centres and 12mm dia stiffening bars, including 10mm flat bar predrilled for and bolting to wall and all necessary hinges, pins, eyes, plates, locking mechanisms, etc. (Type P04 & P05)	No	4		
Carried to Collection				R	
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Metalwork					

		Unit	Quantity	Rate	Amount
9	Single gate 1070 x 2633mm high of 30 x 30 x 2mm hollow section frame covered with 5mm thick Nutec HD flat sheets fixed with 6 self tapping screws to hollow steel frame, including 10mm flat bar predrilled for and bolting to wall and all necessary hinges, pins, eyes, plates, locking mechanisms, etc. (Door Type T10)	No	1		
10	Double gate 2000 x 2373mm high of 100 x 100 x 6mm hollow section outer frame filled in with 80mm round bars at 100mm centres with 12mm diameter stiffener bars, including 10mm flat bar predrilled for and bolting to wall and all necessary hinges, pins, eyes, plates, locking mechanisms, etc (Type P03)	No	3		
11	Steel grill size 2450 x 2680mm high, frame 5 x 40mm steel flat section with double gate 1875 x 2100mm high and 5 x 40mm horizontal flat section outer frame filled in with 10mm vertical round bars at 110mm centres with 3mm thick mild steel plates welded to both sides of the gate, including 10mm flat bar predrilled for and bolting to wall including all necessary hinges, pins, eyes, plates, locking mechanisms, etc (Type P01)	No	2		
12	Steel grill size 1875 x 2680mm high, frame 5 x 40mm steel flat section with double gate 1875 x 2100mm high and 5 x 40mm horizontal flat section outer frame filled in with 10mm vertical round bars at 110mm centres with 3mm thick mild steel plates welded to both sides of the gate, including 10mm flat bar predrilled for and bolting to wall including all necessary hinges, pins, eyes, plates, locking mechanisms, etc (Type P02)	No	1		
	<u>12x12mm horizontal burglar bars welded to 8x 50mm flat bar dip, galvanized and powder coated to match aluminum windows' color fixed to window reveal with 5mm thick rod chemically anchored to existing brick work. Powder coated finish colour to architects approval</u>				
13	Burglar bars size 1070 x 1000mm high fixed to windows	No	54		
14	Burglar bars size 1070 x 607mm high fixed to windows	No	26		
Carried to Collection				R	
Section No. 3					
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Metalwork					

		Unit	Quantity	Rate	Amount
<u>HOT DIP GALVANISED PRESSED STEEL DOOR FRAMES</u>					
<u>1,6mm Double rebated frames suitable for half brick walls with three hinges per door leaf:</u>					
15	Frame for door 813 x 2032mm.	No	20		
16	Frame for door 813 x 2032mm high and fixed fanlight 337mm high.	No	6		
<u>1,6mm Double rebated frames suitable for one brick walls with three hinges per door leaf:</u>					
17	Frame for door 762 2032mm high.	No	6		
18	Frame for door 813 x 2032mm high.	No	3		
19	Frame for door 912 x 2032mm high.	No	6		
20	Frame for double door 1511 x 2032mm high.	No	4		
21	Frame for double door 1626 x 2032mm high.	No	2		
22	Frame for door 813 x 2032mm high and fixed fanlight 337mm high.	No	3		
23	Frame for double door 1616 x 2032mm high and fixed fanlight 337mm high.	No	1		
<u>ALUMINIUM WINDOWS</u>					
<u>Purpose made natural anodised aluminium windows glazed with 6.38mm normal strength clear laminated safety glass and fixed to brickwork or concrete:</u>					
24	1070 x 1700mm Purpose made explorer tilt only sash window including locking and sliding mechanism all as per architect's window schedule drawing detail annexed to these bills of quantities for tender purposes. (T1)	No	43		
25	1070 x 1000mm Purpose made explorer tilt only sash window including locking and sliding mechanism all as per architect's window schedule drawing detail annexed to these bills of quantities for tender purposes. (T3a)	No	54		
Carried to Collection				R	
Section No. 3					
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Metalwork					

		Unit	Quantity	Rate	Amount
26	1070 x 607mm Purpose made explorer tilt only sash window including locking and sliding mechanism all as per architect's window schedule drawing detail annexed to these bills of quantities for tender purposes. (T4a)	No	26		
27	1052 x 765mm Purpose made explorer tilt only sash window including locking and sliding mechanism all as per architect's window schedule drawing detail annexed to these bills of quantities for tender purposes. (T5)	No	4		
28	870 x 595mm Purpose made aluminium casement windows with 28mm project-out sash -fixed panel. all as per architect's window schedule (T6)	No	1		
29	1090 x 600mm Purpose made explorer tilt only sash window including locking and sliding mechanism all as per architect's window schedule drawing detail annexed to these bills of quantities for tender purposes. (T7 & T8)	No	5		
30	800 x 600mm Purpose made explorer tilt only sash window including locking and sliding mechanism all as per architect's window schedule drawing detail annexed to these bills of quantities for tender purposes. (T9)	No	6		
31	1006 x 1353mm Purpose made explorer tilt only sash window including locking and sliding mechanism all as per architect's window schedule drawing detail annexed to these bills of quantities for tender purposes. (T1b)	No	9		
<u>Doors, shopfronts and entrance screens set in brick walls</u>					
32	2000 x 2392mm high shopfront, with fixed panel laminated clear safety glass and fixed fanlight 263mm high. (Door Type T1 - SF01)	No	3		
33	1500 x 2392mm high shopfront, with fixed panel laminated clear safety glass and fixed fanlight 263mm high. (Door Type T2 - SF06)	No	1		
34	1000 x 2392mm high shopfront, with fixed panel laminated clear safety glass and fixed fanlight 263mm high. (Door Type T3 - SF05)	No	1		
Carried to Collection				R	
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Metalwork					

		Unit	Quantity	Rate	Amount
35	2500 x 2679mm high shopfront formed of two fixed panels with laminated clear safety glass and fixed fanlight 549mm high. (Door Type T4 - SF07 & SF08)	No	2		
36	2214 x 2679mm high double door shopfront formed of two fixed panels 1107mm wide each, with laminated clear safety glass and fixed fanlight 549mm high. (Door Type T6 - SF11)	No	1		
37	3376 x 2679mm high double door shopfront, with hinges, two mechanical hold-open device, two cam-action adjustable overhead door closers with EN 1-4 delayed-action closing force, one oval double cylinder lock, door formed of four fixed panels with laminated clear safety glass and double door four equal laminated clear safety glass panels including fixed fanlight 549mm high. (Door Type T5 -SF09)	No	1		
38	2400 x 1200mm Purpose made aluminium fixed panel shopfront with S10 solarshield oneway glazing, all as per architect's door schedule drawing detail annexed to these bills of quantities for tender purposes. (Door Type T7 - SF12).	No	1		
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Metalwork

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<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 12</u> <u>PLASTERING</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Preparation of surfaces for plaster:</u> Mortar joints shall be raked to take plaster. Concrete surfaces shall be well wetted, wire brushed and slushed over with 2:1 cement grout which must be allowed to set hard before plaster is applied. <u>SCREEDS</u> <u>3:1 Cement plaster screeds (Class 1) on concrete:</u> 1 30mm Thick on floors and landings. m ² 216 2 35mm Thick on concrete roof laid to falls. m ² 1 420 <u>GRANOLITHIC</u> <u>Untinted granolithic on concrete:</u> 3 30mm Thick on floors and landings. m ² 40 4 30mm Thick on thresholds in narrow widths not exceeding 300mm wide including reedings. m ² 30 <u>SELF-LEVELLING SCREEDS</u> <u>'Flowcrete Flowseal EPW Clear' or similar approved primer and 2,5 - 4mm thick 'Flowcrete Flowcem DPM' epoxy cement self-levelling screed on concrete or screed (concrete or screed elsewhere) to received vinyl and/or carpet tile floor coverings:</u> 5 On floors. m ² 286 <u>INTERNAL PLASTER</u> <u>5:1 Cement plaster steel trowelled on brickwork:</u> 6 On walls. m ² 212 7 On walls in patches. m ² 282 8 On narrow widths not exceeding 300mm wide. m ² 159 <u>5:1 Cement plaster steel trowelled on concrete:</u> 9 On projecting and isolated columns m ² 18 <div>Carried to Collection</div> <div>R</div> <div>Section No. 3</div> <div>Bill No. 12</div> <div>Plastering</div>				
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PLASTERING
COLLECTION

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Bill No. 12
Plastering

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 13</u> <u>TILING</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing:</u> Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles. <u>FLOOR TILING</u> <u>Porcelain floor tiles 300 x 300 x 8mm thick approved (prime cost R180.00/m²) fixed with adhesive to screeds (screeds elsewhere):</u>				
1 Tiling on smooth cement floor or landing, bedded in approved cement-based tile adhesive and grouted with approved cement-based tile grout.	m²	115		
2 100mm High coved skirting tiles and laid at perimeter of tiled floor.	m	136		
<u>Anti-slip terrazzo floor tiles 600 x 600 x 10mm thick approved (prime cost R280.00/m²) fixed with adhesive to screeds (screeds elsewhere):</u>				
3 Tiling on smooth cement floor or landing, bedded in approved cement-based tile adhesive and grouted with approved cement-based tile grout.	m²	65		
4 100mm High coved skirting tiles and laid at perimeter of tiled floor.	m	43		
<u>WALL TILING</u> <u>Porcelain mattwall tiles 300 x 300mm (prime cost R180.00/m²) fixed with adhesive to screeds (screeds elsewhere):</u>				
5 On walls.	m²	375		
6 On narrow widths.	m²	44		
<u>SUNDRIES</u> 7 'M-Trim' PRE090 PVC round edge trim.				
	m	208		
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Section No. 3				
Bill No. 13				
Tiling				

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 14</u> <u>PLUMBING AND DRAINAGE</u> <u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Copper pipes:</u> Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be Cobra type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.</p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition.</p> <p><u>Reducing fittings:</u> Where fittings have reducing ends or branches they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.</p> <p><u>Fixing of pipes:</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls, etc. casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Disinfection of water pipework:</u> Water pipework to be disinfected at completion.</p>				
Carried to Collection			R	
Section No. 3				
Bill No. 14				
Plumbing And Drainage				

	Unit	Quantity	Rate	Amount
<p><u>Waste unions:</u></p> <p>Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.</p> <p><u>Sealing of edges:</u></p> <p>Outer edges of sinks, basins, urinals, etc are to be sealed against adjacent surfaces with approved silicone sealant.</p> <p><u>As-built drawings:</u></p> <p>Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto originals for handing over to the employer (provision for allowance of as-built drawings elsewhere).</p> <p><u>RAINWATER DISPOSAL</u></p> <p><u>0,6mm Seamless 'Color-Tech G4' coated aluminium gutters and rainwater pipes:</u></p>				
1 100 x 75mm Fluted pipes fixed to wall with prepainted downpipe cleats and stainless steel nail-in anchor fasteners at not exceeding 1500mm centres.	m	31		
2 Extra over rainwater pipe for bend.	No	12		
3 Extra over rainwater pipe for shoe.	No	12		
<p><u>CLEANING, SERVICING, ETC OF EXISTING SANITARY FITTINGS, ETC</u></p> <p><u>Cleaning down, removing dirt, grime, marks, etc with approved chemical solution and disinfectant (external and internal surfaces):</u></p>				
4 Vitreous china wash hand basin.	No	8		
5 Vitreous china WC pan, plastic seat and low/high level cistern.	No	1		
6 Stainless steel urinal 1,2 x 1,2m high including sparge pipe, channel and outlet.	No	1		
<p><u>Unblocking outlets and /or traps of:</u></p>				
7 Vitreous china WC pan.	No	12		
Carried to Collection			R	
<p>Section No. 3</p> <p>Bill No. 14</p> <p>Plumbing And Drainage</p>				

		Unit	Quantity	Rate	Amount
	<u>Servicing fittings, etc:</u>				
8	Check, adjust and service 15mm pillartap including replacing washers.	No	5		
9	Check, adjust and service low level duranite wall mounted WC cistern, including replacing all defective, rusted or missing parts, etc as necessary.	No	1		
	<u>Sundries:</u>				
10	Reseal joint between outlet of vitreous china WC pan and uPVC pan connector.	No	1		
	<u>SANITARY FITTINGS</u>				
	<u>'Franke' or similar approved grade 304 (18/10) stainless steel:</u>				
11	Cascade double bowl sink size 1200mm x 500mm drop-in sink	No	4		
	<u>WASTE UNIONS, ETC</u>				
	<u>'Cobra' or similar approved:</u>				
12	32mm Chrome plated basin waste union (code 301).	No	12		
13	40mm Chrome plated anti theft plug (code 309-40).	No	4		
	<u>TRAPS ETC</u>				
	<u>'Cobra' or similar approved brass traps etc:</u>				
14	32mm Chrome plated bottle trap with outlet for 40mm PVC (code 345/40).	No	12		
	<u>'Vulcathene' or similar approved traps, etc:</u>				
15	40mm Anti-siphon bottle trap (Code W561).	No	1		
16	Fullbore water drain on flat concrete roofs consists of a two-tiered domed grate, a larger waterproofing flange, and a 100mm vertical/horizontal outlet.	No	10		
	<u>TAPS, VALVES, ETC</u>				
	<u>'Cobra' or similar approved:</u>				
17	15mm Ball-O-Stop valve.	No	4		
18	20mm Ball-O-Stop valve.	No	2		
	Carried to Collection			R	
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		Unit	Quantity	Rate	Amount
19	15mm Chrome plated code 211-15 'Star' pillar tap.	No	12		
20	15mm Chrome plated code 503-21B elbow action raised nose pillar tap.	No	3		
21	15mm Chrome plated code 166/041 Star wall type sink mixer with overarm swivel outlet and adjustable wall flanges.	No	2		
22	15mm Brass code 1050-15 in-line strainer.	No	4		
23	15mm Stainless steel braided flexible hose 350mm long.	No	14		
<u>SANITARY PLUMBING</u>					
<u>uPVC pipes:</u>					
24	50mm Pipes.	m	10		
25	110mm Pipes.	m	12		
26	50mm Pipes chased into brick walls.	m	25		
27	50mm Pipes laid in and including trenches under surface beds.	m	18		
28	75mm Pipes laid in and including trenches under surface beds.	m	25		
29	110mm Pipes laid in and including trenches under surface beds.	m	18		
<u>Extra over uPVC pipes for fittings:</u>					
30	50mm BSP adaptor.	No	2		
31	50mm Bend.	No	5		
32	50mm Access bend.	No	6		
33	110mm Access bend.	No	14		
34	50mm Junction.	No	6		
35	110mm Junction.	No	5		
36	110mm Access junction.	No	14		
37	75mm Junction.	No	1		
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		Unit	Quantity	Rate	Amount
38	110 x 50mm Reducing junction.	No	3		
39	110mm GI Two-way vent valve.	No	6		
	<u>'Vulcathene' or similar approved pipes:</u>				
40	51mm Pipes.	m	5		
41	51mm Pipes laid in and including trenches under surface beds.	m	21		
	<u>Extra over 'Vulcathene' or similar approved pipes for fittings:</u>				
42	50mm BSP adaptor.	No	2		
43	50mm Bend.	No	1		
44	50mm Junction.	No	3		
	<u>Sundries:</u>				
45	Testing waste pipe system.	Item			
	<u>WATER SUPPLIES</u>				
	<u>Class 2 copper pipes:</u>				
46	15mm Pipes.	m	12		
47	22mm Pipes.	m	8		
48	35mm Pipes.	m	18		
49	22mm Pipes chased into brick walls.	m	12		
50	15mm Pipes chased into brick walls.	m	10		
51	15mm Pipes laid in and including trenches under surface beds.	m	12		
	<u>Extra over Class 2 copper pipes for capillary fittings:</u>				
52	15mm Fittings.	No	1		
53	22mm Fittings.	No	2		
54	35mm Elbows.	No	1		
	<u>Extra over Class 2 copper pipes for brass compression fittings:</u>				
55	15mm Fittings.	No	1		
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		Unit	Quantity	Rate	Amount
56	22mm Fittings.	No	1		
57	35mm Elbows.	No	1		
	<u>Disinfecting:</u>				
58	Disinfecting water pipe system.	Item			
	<u>Testing:</u>				
59	Testing water pipe system.	Item			
	<u>PIPE INSULATION</u>				
	<u>'Isover Snap-On' or similar approved rigid non-combustable light weight (normal density 88kg per m³) glasswool insulation with canvas facings:</u>				
60	Insulation to 15mm diameter pipes including couplings, fittings, valves, etc.	m	22		
61	Insulation to 22mm diameter pipes including couplings, fittings, valves, etc.	m	6		
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>REPAIRS AND RENOVATIONS</u> <u>BILL NO. 15</u> <u>ELECTRICAL WORKS</u> <u>ELECTRICAL INSTALLATION</u> PREAMBLES <p>Unless otherwise stated the description on of each item shall be deemed to include manufacturing, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting, waste, patterns, templates, plant, temporary works, return of packings, establishment charges, profit and other obligations arising out of the conditions of contract.</p> <u>LV INSTALLATION</u> <u>DISTRIBUTION BOARDS</u> <p><u>Supply, install, connect, test and commission the following distribution boards with surge protection as specified complete with component, switchgear, busbars, jumpers, neutral bars, internal wiring, blanks, labelling, identification markers and legend card etc. All distribution to allow for 30% spare capacity with all conductive parts of the DB including doors and associated metallic parts being earth in accordance with SANS regulation. Shop drawings for all distribution boards are to be supplied for approval prior to manufacturing.</u></p>				
1	Distribution Board - DB-MAIN (Refer to drawing E20245/012)	No	1	
2	Distribution Board - DB-1 (Refer to drawing E20245/013)	No	1	
3	Distribution Board - DB-2 (Refer to drawing E20245/013)	No	1	
4	Distribution Board - DB-3 (Refer to drawing E20245/014)	No	1	
5	Distribution Board - DB-4 (Refer to drawing E20245/015)	No	1	
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		Unit	Quantity	Rate	Amount
<u>CABLES</u>					
<u>Supply, install, connect, test and commission the feeder cables from the meter panel to the main distribution board and the sub distribution boards. Power cables shall be armoured 600V/1000V ECC cables.</u>					
6	95mm ² 4 Core Cable .	m	200		
7	35mm ² 4 Core Cable.	m	200		
8	25mm ² 4 Core Cable	m	200		
9	6mm ² 4 Core Cable	m	225		
10	16mm ² 2 Core Cable	m	40		
11	10mm ² 2 Core Cable	m	700		
12	6mm ² 2 Core Cable	m	160		
<u>CABLE TERMINATIONS</u>					
<u>Supply and install terminations including glands, shrouds, boxes, kits and all accessories.</u>					
13	95mm ² 4 Core Cable	No	8		
14	35mm ² 4 Core Cable	No	2		
15	25mm ² 4 Core Cable	No	2		
16	6mm ² 4 Core Cable	No	8		
17	16mm ² 2 Core Cable	No	2		
18	10mm ² 2 Core Cable	No	2		
19	6mm ² 2 Core Cable	No	2		
<u>CABLE PROTECTION AND MARKERS</u>					
<u>Supply and install the following items for the marking and protection of cables.</u>					
20	Cable markers	No	20		
21	Cable warning tape	m	1 000		
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		Unit	Quantity	Rate	Amount
	<u>SLEEVES</u>				
	<u>Supply, install, compact and inspect the following underground uPVC Electrical sleeves, including draw wire.</u>				
22	160mm Diameter	m	500		
23	50mm Diameter	m	500		
	<u>CABLE TRENCHES</u>				
	<u>Excavation, bedding, backfilling, compaction and disposal of surplus material for cable trenches 650mm deep x 650mm wide.</u>				
24	Pickable material	m³	425		
25	'Extra over rate for soft rock	m³	42		
26	'Extra over rate for hard rock	m³	42		
	<u>MANHOLES</u>				
	<u>Excavate and build brick manholes with bagged internal surfaces, Heavy duty cast iron round access hatch and concrete lid for the following internal size manholes:-</u>				
27	600 x 600 x 600	No	7		
	<u>EARTHING AND BONDING</u>				
28	'Earth and Bond the complete LV distribution installation in accordance with the SANS Specifications and Standards.	Item			
	<u>DRAWINGS, MANUALS, DATASHEETS ETC.</u>				
29	Allowance for submission of shop drawings	Item			
30	Allow for submission of datasheets and physical samples of light fitting, socket outlet, switches and other equipment as indicated in the detailed specifications prior to installation.	Item			
31	Allow for the provision of all record documentation including as-built drawings and manuals - 3 x copies of each drawing, 3x copies of each manual, 3 x compact discs, 3 x USB of all information stored	Item			
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		Unit	Quantity	Rate	Amount
32	Labelling all distribution boards, socket outlets, isolators and light switches as indicated in the specifications.	Item			
	<u>'TESTING, COMMISSIONING AND DECOMMISSIONING</u>				
	<u>Test, commission or decommission the entire installation in accordance with specifications, manufacturer's requirements, SANS, OHS ACT and bylaws.</u>				
33	'Test and Commision the complete LV installation in accordance with the SANS Specifications and Standards	Item			
34	Issue compliance certificates.	No	5		
35	Decommission and remove all existing electrical installation including distribution boards, wiring, light fittings, socket outlets, isolator etc and all accessories for all blocks	Item			
	<u>PROVISIONAL SUMS</u>				
	<u>Upgrading of power supply</u>				
36	All cost associated with the upgrading of the power supply including connection fees, communication with the municipality and upgrade costs	Item			300 000 00
37	Allow for profit and attendance	Item			
	<u>Earthing and Lightning Protection</u>				
38	Provision for a Lightning Protection Specialist to perform soil resistivity testing, design, installation, testing of Lightning protection Installation. Specialist to also provide certification relative to Lightning Protection upon completion with resistance less than 10 ohms.	Item			150 000 00
39	Allow for profit and attendance	Item			
	<u>ACCESS CONTROL</u>				
	<u>Walkhthrough metal detector</u>				
40	Provision for a standard walkthrough metal detector at the entrance	Item			150 000 00
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		Unit	Quantity	Rate	Amount
41	Allow for profit and attendance	Item			
	<u>Security baggage scanner machine</u>				
42	Provision for a security baggage scanner at the entrance	Item			350 000 00
43	Allow for profit and attendance	Item			
	<u>Access Controlled Doors</u>				
44	Provision of electrical, electronic Specialist for design, installation, connection and testing of access controlled to doors. Specialist to also provide certification of completion and training.	Item			360 000 00
45	Allow for profit and attendance	Item			
	<u>BUILDING INSTALLATION</u>				
	<u>CONDUIT</u>				
	<u>Supply and install conduit including bending, threading, short lengths, coupling, jointing, bends, tees, saddles, fixing accessories, reaming and waste as specified:</u>				
46	20 mm diameter conduit - Galvanised	m	4 380		
47	25 mm diameter - Galvanised	m	910		
	<u>CONDUIT BOXES, COVER PLATES AND BLANKS ETC.</u>				
	<u>Supply and install conduit boxes including conduit covers, terminations, saddles, clamps and all accessories to ensure a functional system.</u>				
48	60 mm round box	No	676		
49	100mm x 50mm x 50mm	No	29		
50	100mm x 100 mm x 50 mm	No	73		
51	60mm Round box blank Cover	No	40		
52	Conduit box blank Cover Plate 100mm x 50mm	No	20		
53	Conduit box blank Cover Plate 100mm x 100mm	No	20		
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		Unit	Quantity	Rate	Amount
<u>POWER SKIRTING</u>					
<u>Supply and install 2 Compartment, 2 cover steel power skirting as specified, including covers, brackets, clamps and all accessories to ensure a complete and functional installation.</u>					
54	2 compartment Power Skirting - Grey	m	320		
55	End caps for 2 compartment power skirting	No	61		
56	90° Internal bends for 2 comp. power skirting	No	41		
<u>CONDUCTORS</u>					
<u>Supply and install PVC insulated conductors in required colours, drawn into conduit and terminated.</u>					
57	2.5 mm ²	m	5 500		
58	4mm ²	m	6 700		
59	6mm ²	m	10		
60	2.5mm ² Earth Wire	m	6 100		
<u>LIGHT FITTINGS</u>					
<u>Supply and installation of Light fittings as specified, including transformers, lamps and all accessories to ensure and complete and functional installation.</u>					
61	Type L2 - 40W 600x600 LED Panel	No	72		
62	Type L2E - As per L2 with battery backup	No	37		
63	Type A1 - 35W 1150mm linear LED fitting	No	40		
64	Type A1E - As per A1 with battery backup	No	30		
65	Type B1 - 19W Vandal proof LED Bulkhead	No	27		
66	Type B1E - As per B1 with battery backup	No	9		
67	Type D1 - 15W Recessed Downlighter	No	2		
68	Type G2 - 24W External LED Bulkhead	No	94		
69	Type Z1 - 46W Pole top LED fitting with pole	No	25		
70	Type R - Red Indicator Light	No	2		
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		Unit	Quantity	Rate	Amount
<u>SWITCHES</u>					
<u>Supply and install 16A Switches complete, including cover plate, fixings and all accessories, but excluding conduit box.</u>					
71	1 lever, 1 way light switch	No	23		
72	1 lever, 2 way light switch	No	4		
73	1 lever, 3 way light switch	No	2		
74	Surface mount microwave Occupancy Sensor with lux level detection	No	41		
75	Photocell with enclosure with polycarbonate window	No	3		
<u>SOCKET OUTLETS</u>					
<u>Supply and install Socket outlets including cover plate and all accessories, but excluding conduit box</u>					
76	5 Amp unswitched socket outlet	No	109		
77	16 Amp, Single Switched Socket Outlet with euro outlet	No	28		
78	16 Amp, Double Switched Socket Outlet	No	3		
79	16 Amp, Switched Socket Outlet & Euro outlet - P/S	No	91		
80	16 Amp, Dedicated SSO - P/S (RED)	No	91		
81	RJ45 Data P/S outlets	No	91		
<u>GENERAL PURPOSE ISOLATORS</u>					
<u>Supply and install Isolators as specified, including steel cover plate, fixings and all accessories, but excluding conduit box, unless specified.</u>					
82	10 Amp, 2P Isolator	No	42		
83	30 Amp, 4P Isolator, IP66	No	3		
84	20 Amp, 4P Isolator, IP66	No	1		
85	10 Amp, 4P Isolator, IP66	No	6		
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		Unit	Quantity	Rate	Amount
<u>WIRING CHANNELS</u>					
<u>Supply and install galvanised wiring channels, with covers, all hangers and supports, splices and purpose made accessories.</u>					
86	P9000 Trunking (127mmX76mm)	m	310		
87	P9000 Trunking Horizontal Elbows	No	2		
88	P9000 TrP9000 Trunking External Elbowsunking Horizontal Elbows	No	2		
89	P9000 Trunking Tee piece	No	11		
<u>WELDED WIRE MESH CABLE TRAY</u>					
<u>Supply and install hot dipped galvanised wire mesh cable tray, including all splices, supports, hangers and purpose made accessories.</u>					
90	400 mm wide, Medium Duty wire mesh cable tray	m	260		
91	400 mm wide wire mesh cable tray Bends	No	2		
92	400 mm wide wire mesh cable tray Tees	No	4		
93	400 mm wide wire mesh cable tray 4 way	No	1		
94	50 mm wide, Medium Duty wire mesh cable tray	m	260		
95	50 mm wide wire mesh cable tray Bends	No	2		
96	50 mm wide wire mesh cable tray Tees	No	5		
97	50 mm wide wire mesh cable tray 4 way	No	1		
<u>CABLE LADDER</u>					
<u>Supply and install hot dipped galvanised cable ladder with cover, including all splices, supports, hangers and purpose made accessories.</u>					
98	200 mm wide, Heavy Duty cable ladder	m	60		
99	200 mm wide, Heavy Duty cable ladder Bends	No	4		
100	200 mm wide, Heavy Duty cable ladder Tees	No	1		
101	150 mm wide, Heavy Duty cable ladder	m	45		
102	150 mm wide, Heavy Duty cable ladder Bends	No	4		
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		Unit	Quantity	Rate	Amount
<u>DRAW WIRE</u>					
103	Galvanised draw wire, drawn into conduits and sleeves.	m	350		
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	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 3</u></p> <p><u>REPAIRS AND RENOVATIONS</u></p> <p><u>BILL NO. 17</u></p> <p><u>PAINTWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>General:</u></p> <p>All paint shall be from an approved paint manufacturer and the complete paint systems are to be applied as recommended by the same manufacturer.</p> <p>All work to be executed in strict accordance with the specifications of the paint manufacturer.</p> <p>Primers and first coats may be thinned in accordance with the paint specifications of the paint manufacturer to aid the absorption of the paint.</p> <p>All surfaces must be sound, clean and have a moisture content of less than 8% for walls generally and 3% for slabs/screeds etc.</p> <p><u>PREPARATORY WORK TO PREVIOUSLY PAINTED SURFACES</u></p> <p><u>Previously painted plastered surfaces:</u></p> <p>Surfaces shall be thoroughly sanded, washed down (high pressure cleaning to external surfaces), scrubbed with sugar soap to remove dirt and other contaminants, rinsed and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and edges feathered. Areas containing algae shall be treated with sodium hypochlorite solution (household bleach) thinned 1 part bleach to 2 parts water. Cracks shall be opened, filled with 'Polycell Mendall 90' or equal and approved or 'Polycell Polyfilla' or equal and approved exterior filler, and sanded smooth. Bridge repaired areas with crack bridging compound (PWC 520). In the case of previously limewashed surfaces, completely remove all limewash if possible or at least wire brush and scrape down to achieve a 'grey state' exposure of the substrate and apply filler as</p>				
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		Unit	Quantity	Rate	Amount
<p><u>Previously painted or unpainted granolithic surfaces:</u></p> <p>Surfaces shall be thoroughly sanded, washed down, scrubbed with sugar soap powder solution to remove dirt and other contaminants, rinsed and allowed to dry completely before any paint is applied.</p> <p><u>Previously painted galvanised metal surfaces:</u></p> <p>Surfaces shall be washed with sugar soap, rinsed with water, cleaned down to remove dirt and other contaminants and sanded lightly to provide key for subsequent coats. Blistered or peeling paint shall be completely removed down to bare metal and edges feathered. Any rust encountered shall be removed and bare metal areas cleaned with galvanised iron cleaner and spot primed with galvogrip metal primer.</p> <p><u>Previously painted wood surfaces:</u></p> <p>Surfaces shall be scrubbed with sugar soap to remove dirt and other contaminants, rinsed with water, thoroughly sanded and cleaned down. Blistered or peeling paint shall be completely removed and edges feathered. Cracks and crevices shall be primed, filled with wood filler and sanded smooth. In the case of previously varnished surfaces, all existing varnish must be thoroughly sanded off before new coats are applied.</p> <p><u>CLEANING OF EXISTING SURFACES</u></p> <p><u>Clean down, remove dirt, grime, marks, chalk, grease, wax, algae, etc with approved chemical solution, etc:</u></p>					
1	Granolithic floors including urinal, steps, etc.	m ²	143		
<p><u>Clean down, remove chalk and paint marks, etc with approved chemical solution, etc:</u></p>					
2	Face brick walls with recessed horizontal and vertical joints in patches.	m ²	496		
Carried to Collection				R	
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Paintwork					

		Unit	Quantity	Rate	Amount
<u>PAINTWORK TO NEW WORK</u>					
<u>ON FLOATED PLASTER SURFACES</u>					
<u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats superior low sheen pure acrylic paint:</u>					
3	On internal walls.	m ²	375		
<u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats exterior quality styrene acrylic paint:</u>					
4	On external walls.	m ²	105		
<u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats matt acrylic emulsion paint:</u>					
5	On ceilings.	m ²	10		
<u>ON FIBRE-CEMENT BOARD SURFACES</u>					
<u>Prepare surfaces and apply one coat bonding liquid and two coats matt acrylic emulsion paint:</u>					
6	On eaves and verge soffit linings including priming nail heads and cover strips.	m ²	5		
<u>Prepare surfaces and apply one coat gypsum and plaster primer and two coats eggshell enamel paint:</u>					
7	On sills not exceeding 300mm girth.	m	61		
<u>ON METAL SURFACES</u>					
<u>Prepair surfaces, clean with galvanised iron cleaner, prime with galvanised iron primer and apply two coats premium quality UV-resistant water based acrylic roof coating:</u>					
8	On steel purlins	m ²	10		
<u>Prepare surfaces, clean with degreaser, spot prime with mild steel primer, apply one coat universal undercoat and two coats gloss enamel paint on factory primed steel:</u>					
9	On frames.	m ²	145		
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		Unit	Quantity	Rate	Amount
	<u>Prepare surfaces, clean with galvanised iron cleaner, apply one coat galvanised iron primer, one coat universal undercoat and two coats gloss enamel paint on galvanised steel:</u>				
10	On grille gates (both sides measured over full flat area).	m ²	47		
11	On pipes not exceeding 300mm girth.	m	38		
	<u>ON WOOD SURFACES</u>				
	<u>Prepare surfaces and apply one coat wood primer, one coat universal undercoat and two coats low gloss non-drip enamel paint:</u>				
12	On doors.	m ²	83		
13	On sash doors with moulded panels.	m ²	40		
14	On skirtings, rails, sills, etc not exceeding 300mm girth.	m	560		
	<u>Prepare surfaces and apply three coats clear polyurethane varnish:</u>				
15	On shelving.	m ²	87		
	<u>PAINTWORK TO PREVIOUSLY PAINTED WORK</u>				
	<u>ON PREVIOUSLY PAINTED FLOATED PLASTER SURFACES</u>				
	<u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats superior low sheen pure acrylic paint:</u>				
16	On internal walls.	m ²	2 150		
	<u>Prepare surfaces and apply one coat alkali resistant plaster primer and two coats exterior quality styrene acrylic paint:</u>				
17	On external walls.	m ²	161		
	<u>ON PREVIOUSLY PAINTED PLASTERBOARD SURFACES</u>				
	<u>Prepare surfaces and apply one coat gypsum and plaster primer and two coats matt acrylic emulsion paint:</u>				
18	On ceilings and cornices including priming nail heads and cover strips.	m ²	5		
	Carried to Collection			R	
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	Paintwork				

		Unit	Quantity	Rate	Amount
	<u>ON PREVIOUSLY PAINTED FIBRE-CEMENT BOARD SURFACES</u>				
	<u>Prepare surfaces and apply one coat bonding liquid and two coats matt acrylic emulsion paint:</u>				
19	On ceilings and cornices including priming nail heads and cover strips.	m ²	4		
	<u>ON PREVIOUSLY PAINTED METAL SURFACES</u>				
	<u>Prepair surfaces, spot clean with clean galvanised iron cleaner, clean with high-pressure water jet, spot prime with galvanised iron primer and apply two coats premium quality UV-resistant water based acrylic roof coating:</u>				
20	On steel purlins	m ²	40		
	<u>Prepare surfaces, clean with galvanised iron cleaner, apply one coat galvanised iron primer, one coat universal undercoat and two coats gloss enamel paint on galvanised steel:</u>				
21	On door frames.	m ²	50		
22	On grille gates (both sides measured over full flat area).	m ²	76		
23	On pipes not exceeding 300mm girth.	m	10		
	<u>ON PREVIOUSLY PAINTED WOOD SURFACES</u>				
	<u>Prepare surfaces and apply one coat wood primer, one coat universal undercoat and two coats low gloss non-drip enamel paint:</u>				
24	On doors.	m ²	116		
25	On doors frames.	m ²	7		
26	On louvered fanlight.	m ²	50		
	<u>Prepare surfaces and apply three coats clear polyurethane varnish:</u>				
27	Timber cladding at court rooms	m ²	307		
28	On skirtings, rails, sills, etc not exceeding 300mm girth.	m	406		
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SECTION NO. 4

EXTERNAL WORKS

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 4</u> <u>EXTERNAL WORKS</u> <u>BILL NO. 1</u> <u>PLUMBING AND DRAINAGE</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Materials and workmanship:</u> Malleable cast iron pipe fittings shall comply with SANS 14. Steel plate flanges for welding shall comply with SANS 1123, nominal working pressure of 1600kPA, drilled to Table 10. Butt weld fittings shall comply with ANSI B16 and BS 1640. Brass gate valves shall comply with SANS 776. Fire hydrant valves shall comply with SANS 1128 Part 1. Hot dip galvanising of mild steel units shall comply with SANS 121 (minimum zinc coating of 0,105mm) <u>uPVC pipes and fittings:</u> Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings. <u>uPVC pressure pipes and fittings:</u> Pipes for water supply shall be of the class stated. Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings. Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints. <u>High density polyethylene (HDPE) pipes and fittings</u> Pipes shall be of type and class as specified with compression fittings.</p>				
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Plumbing And Drainage				

	Unit	Quantity	Rate	Amount
<p><u>Copper pipes:</u></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be 'Cobra type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.</p> <p><u>Corrosion protection to steel pipes:</u></p> <p>Corrosion protection to steel pipes shall be in accordance with the manufacturer's recommendations consisting internally and externally of two coats 'Cupon EP2300', each coat not less than 0,1mm and not more than 0,125mm thick.</p> <p><u>Reducing fittings:</u></p> <p>Where fittings have reducing ends or branches they are described as 'reducing' and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained.</p> <p><u>Valves, etc:</u></p> <p>Cast iron, ductile iron or SG iron valves, check valves, strainers, etc shall comply with SANS 664 and shall be epoxy coated. Brass gate valves shall comply with SANS 776.</p> <p><u>Excavations:</u></p> <p>No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.</p> <p>'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.</p> <p><u>Laying, backfilling, bedding, etc of pipes:</u></p> <p>Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled.</p>				
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	Unit	Quantity	Rate	Amount
<p>Where no manufacturers' instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:</p> <p>SANS 1200 L : Medium pressure pipelines</p> <p>SANS 1200 LD : Sewers</p> <p>SANS 1200 LE : Stormwater drainage</p> <p>Pipe trenches, etc shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 1200DB: Earthworks (Pipe trenches)</p> <p>Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200LB: Bedding (Pipes)</p> <p>Unless otherwise described bedding of rigid and flexible pipes shall be Class B bedding.</p> <p>The selected granular material for the bedding cradle shall be imported by the contractor from a commercial or other source.</p> <p>Where described as under floors, paving or roads, the backfilling above the pipe bedding shall be selected earth filling from the excavations compacted in 150mm layers to 95% Mod AASHTO density.</p> <p>Minimum cover to pressure pipelines to be 800mm generally and 1000mm under roads.</p> <p><u>Descriptions:</u></p> <p>Descriptions of pipes laid in trenches shall be deemed to include all necessary excavations, risk of collapse, keeping excavations free of water, trimming and ramming bottoms, bedding material, backfilling, compacting to 93% Mod AASHTO density unless otherwise described and carting away surplus excavated material to a dumping site to be located by the contractor.</p> <p><u>Cable duct junction boxes, manholes, etc:</u></p> <p>Junction boxes shall be built with brick-on-flat sides on 50mm unreinforced concrete bottom projecting 100mm beyond walls all around and with 300mm thick reinforced concrete cover slab with opening rebated for frame of cover.</p>				
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	Unit	Quantity	Rate	Amount
<p>Manholes shall be built with one brick sides on 100mm unreinforced concrete bottom projecting 100mm beyond walls all around, plastered internally on walls and with 300mm thick reinforced concrete cover slab with opening rebated for frame of cover.</p> <p><u>As-built drawings:</u></p> <p>Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto originals for handing over to the employer (provision for allowance of as-built drawings elsewhere).</p> <p><u>STORMWATER DRAINAGE</u></p> <p><u>Class 50D Concrete pipes:</u></p> <p>1 450mm Pipes laid in and including trench excavation and filling not exceeding 1m deep.</p> <p><u>Grid inlets:</u></p> <p><u>Excavate and build grid inlet, size 800 x 800mm internally, with one brick sides in extra hard burned bricks finished with one coat internal plaster on and including 250mm thick reinforced concrete 20MPa/19mm stone bottom with ref no 311 mesh reinforcement fitted with cast iron grating and frame (elsewhere measured) with smooth finish on exposed faces and with the bottoms benched up in 15MPa/8mm stone finished smooth in 1:3 cement plaster around channels:</u></p> <p>2 Grid inlet not exceeding 1m deep to invert.</p> <p>3 Grid inlet exceeding 1 and not exceeding 2m deep to invert.</p> <p><u>Heavy duty gratings, etc:</u></p> <p>4 800 x 800mm cast iron dished grating and frame.</p>	<p>m</p> <p>No</p> <p>No</p> <p>No</p>	<p>210</p> <p>1</p> <p>1</p> <p>1</p>		
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	Unit	Quantity	Rate	Amount
<u>Heavy Duty with Grating full flow floor trap:</u>				
5	400 x 400mm floor drain with top cover plate type with slots/ holes on circular aperture –as required Manufactured from Stainless Steel 304 to ensure acid corrosion and stain resistance with a double water seal to ensure odor-free operation and large sludge box which contains coarse slurry with the discharge pipe fully accessible (as per manufacture specification)	No	1	
<u>The following in stormwater manholes:</u>				
6	Excavation not exceeding 2m deep in earth for chambers.	m³	23	
7	Risk of collapse to sides of trench and hole excavations not exceeding 1,5m deep.	m²	69	
8	15MPa/19mm Unreinforced concrete in benching finished smooth on tops.	m³	1	
9	25MPa/19mm Unreinforced concrete in bottoms.	m³	3	
10	Precast cement concrete 25MPa/19mm in cover slab, size 1220 x 1220 x 100mm thick, with rebated opening for 550mm diameter cover.	No	8	
11	One brick wall in sides, comprising NFX solid clay bricks in class II mortar.	m²	65	
12	4:1 Cement plaster on internal brick walls.	m²	36	
13	550mm diameter precast concrete manhole cover and frame with locking bar.	No	8	
<u>The following in stormwater soakaways:</u>				
14	Excavation not exceeding 2m deep in earth for chambers.	m³	143	
15	Excavation not exceeding 1,5m deep in earth for trenches.	m³	53	
16	Risk of collapse to sides of trench and hole excavations not exceeding 1,5m deep.	m²	118	
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		Unit	Quantity	Rate	Amount
17	19mm Concrete stone in pitching laid on compacted fill (fill elsewhere) in layers not exceeding 150mm thick.	m ²	63		
18	25MPa/19mm reinforced concrete in bottoms.	m ³	6		
19	25MPa/19mm reinforced concrete in slab.	m ³	14		
20	30MPa/19mm mass concrete in footings.	m ³	16		
21	Rough formwork to soffits slabs propped up exceeding 1,5m high but not exceeding 3,0m high.	m ²	71		
22	Ref 311 mesh reinforcement	m ²	143		
23	One brick wall in sides, comprising NFX solid clay bricks in class II mortar with inlet and outlet opening for 400mm diameter	m ²	160		
24	4:1 Cement plaster on internal brick walls.	m ²	160		
25	600 x 600mm Saint Gobain double seal manhole cover and frame (Type 8B) with locking bar.	No	6		
<u>SUBSOIL DRAINAGE</u>					
<u>Subsoil drains:</u>					
26	Excavation not exceeding 1m deep for drains trenches.	m ³	68		
27	Backfilling to drain trenches compacted to 93% Mod AASHTO density.	m ³	63		
28	7mm Crushed stone encasing to pipes.	m ³	20		
29	'Kaytech Bidum' grade A3 geotextile fabric filter blanket and to comply with clause P.G.3 specification, wrapped around stone encasing with 150mm side and 300mm end laps including stitching.	m ²	400		
30	110mm Slotted uPVC flexible drainage pipes laid in stone encasing (encasing elsewhere).	m	95		
31	110mm uPVC flexible drainage pipes laid in stone encasing (encasing elsewhere).	m	5		
32	Extra over 110mm pipe for capped end.	No	3		
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		Unit	Quantity	Rate	Amount
33	Extra over 110mm pipe for bend.	No	3		
	<u>SOIL DRAINAGE</u>				
	<u>Class 9 Heavy duty HDPE sewer and drain pipes:</u>				
34	150mm Pipes vertically or ramped to cleaning eyes, etc (no excavation).	m	12		
35	150mm Pipes laid in and including trenches not exceeding 1m deep.	m	132		
	<u>Extra over Class 9 heavy duty HDPE sewer and drain pipes for fittings:</u>				
36	150mm Bend.	No	35		
37	150mm Junction.	No	3		
38	150mm Access junction.	No	3		
39	150mm Rodding eye.	No	3		
40	Extra over last for 750 x 750 x 250mm thick unreinforced concrete (20MPa/19mm) surround, including formwork and wood float finish to exposed surfaces.	No	9		
	<u>Precast concrete circular manholes including precast concrete cover slabs, channels, benching, 250mm thick base, etc (covers and frames elsewhere):</u>				
41	1000mm Diameter midlock type manhole exceding 1000mm and not exceeding 1250mm deep internally.	No	2		
42	1000mm Diameter midlock type manhole exceding 1250mm and not exceeding 1500mm deep internally.	No	4		
43	1000mm Diameter midlock type manhole exceding 1500mm and not exceeding 1750mm deep internally.	No	3		
	<u>Gratings, covers, etc:</u>				
44	585mm Diameter x 82kg type 4 manhole cover and frame.	No	9		
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		Unit	Quantity	Rate	Amount
	<u>French drains:</u>				
45	Excavation in earth not exceeding 2m deep for french drain.	m³	18		
46	Risk of collapse to sides of trench excavations not exceeding 1,5m deep.	m²	39		
47	Earth filling to french drain comprising selected fill from excavations.	m³	12		
48	40 to 80mm Diameter washed stones in filling to french drain.	m³	12		
49	A4 Geotextile filter fabric blanket with 250mm laps in lining to french drain.	m²	50		
50	110mm Slotted uPVC (class 34) drainage pipe laid in stone filling.	m	12		
51	Extra over 110mm uPVC drainage pipe for end cap.	No	1		
	<u>Sundries:</u>				
52	Honey sucking and cleaning of existing septic tank 12500L	No	3		
53	Extra over excavation for pipe trenches, chambers, etc for excavation in soft rock.	m³	5		
54	Extra over excavation for pipe trenches, chambers, etc for excavation in hard rock.	m³	2		
	<u>TESTING:</u>				
55	Testing drainage pipe system.	Item			
	<u>DUCTS FOR ELECTRICAL AND TELEPHONE CABLES ETC</u>				
	<u>'Kabelflex' HDPE pipes with and including push fit couplings with sealing rings and 2,5mm galvanised draw wires with 2m neatly coiled ends including plugging ends of pipes to prevent ingress of dirt:</u>				
56	110mm Pipes laid in and including trenches not exceeding 1m deep.	m	100		
57	Set of two 110mm pipes laid in and including trenches not exceeding 1m deep.	m	10		
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		Unit	Quantity	Rate	Amount
	<u>Extra over 'Kabelflex' or similar approved pipes fittings:</u>				
58	110mm Long radius bend.	No	6		
	<u>WATER SUPPLIES</u>				
	<u>Class 9 uPVC (SANS 966) pressure pipes with rubber ring joints:</u>				
59	50mm Pipes laid in and including trenches not exceeding 1m deep.	m	624		
60	63mm Pipes laid in and including trenches not exceeding 1m deep.	m	5		
	<u>Extra over class 9 uPVC pressure pipes for fittings with rubber ring joints:</u>				
61	50mm Adaptor coupling.	No	104		
62	50 x 25mm Reducer.	No	10		
63	63 x 50mm Reducer.	No	3		
64	50mm Bend.	No	15		
65	63mm Bend.	No	1		
66	50mm Tee.	No	6		
67	63mm Tee.	No	1		
68	63 x 50mm Reducing tee.	No	3		
	<u>TAPS, VALVES, ETC</u>				
69	50mm 'Genebre' PN25 FxF ball valve with stainless steel lever.	No	5		
70	50mm Brass heavy duty fullway gate valve.	No	3		
71	100mm Resilient seal non-rising SG iron socketet gate valve.	No	1		
	<u>SUNDRIES:</u>				
72	Extra over excavation for pipe trenches, chambers, etc for excavation in soft rock.	m³	2		
73	Extra over excavation for pipe trenches, chambers, etc for excavation in hard rock.	m³	1		
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		Unit	Quantity	Rate	Amount
74	Unreinforced concrete (15MPa/19mm) in thrust blocks at bends, tees, valves, etc including necessary excavation, formwork, etc.	m³	3		
75	225 x 225 x 100mm Cast iron stopcock box type 11B including brick valve chamber not exceeding 500mm deep internally with 100mm thick unreinforced concrete kerb around box.	No	3		
76	Precast concrete valve chamber 600 x 600 x not exceeding 750mm deep internally of 250mm high interlocking units with 75mm thick walls on 150mm thick unreinforced concrete (25MPa/19mm) base, including cover slab and lid.	No	5		
	<u>Drinking water tanks manufactured from food grade virgin linear low density polyethylene (LLDPE) of approved colour with food grade black lining internally, supplied under a 10 (ten) year manufacturer's guarantee:</u>				
77	2500 Litre tank complete with 480mm diameter lid and 40mm inlet, overflow and outlet fittings, the outlet fitted with 20mm nickle plated lockable tap.	No	4		
	<u>DISINFECTING</u>				
78	Disinfecting water pipe system.	Item			
	<u>TESTING:</u>				
79	Testing water system.	Item			
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 4</u> <u>EXTERNAL WORKS</u> <u>BILL NO. 2</u> <u>MODULAR STRUCTURES</u> <u>COURT DECANTING STRUCTURES</u> <u>MOBILE STRUCTURES</u> <u>Fabrication and design drawings:</u>				
1 Allow for all costs for Maluti Magistrate Court in connection with and for preparation of all shop drawings of all modular structures and submission to the Principal Agent for approval, prior to commencement of fabrication and for submission to the Principal Agent of final design and working drawings.	Item			
<u>Design, supply, erect and commission Temporal Court A mobile structures (refer to attached drawings No A20245 REV 02A):</u>				
2 Prefabricated mobile structure size 15.0m long x 7.0m wide complete with windows glazed with 6.3mm laminated safety glass, external door with steps, vinyl floor tiles, white boards, pinning boards, and all electrical installations all as specified.	No			1 000 000 00
3 Provisional Amount for furniture including, Presiding Officer's Desk, standard desks, accused dock with bench and gallery bench.	Item			100 000 00
<u>Design, supply, erect and commission Temporal Court B mobile structures(refer to attached drawings No A20245 REV 02A):</u>				
4 Prefabricated mobile structure size 7.0m long x 7.0m wide complete with windows glazed with 6.3mm laminated safety glass, external door with steps, vinyl floor tiles, white boards, pinning boards, and all electrical installations all as specified.	No			500 000 00
5 Prefabricated mobile structure court waiting room attached to court B size 7.0m long x 3.56m wide complete with windows glazed with 6.3mm laminated safety glass, external door with steps, vinyl floor tiles, and all electrical installations all as specified.	No			200 000 00
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		Unit	Quantity	Rate	Amount
6	Provisional Amount for furniture including, Presiding Officer's Desk, standard desks, accused dock with bench, gallery and waiting area benches.	Item			70 000 00
	<u>Provisional Amount for relocation of mobile prefabricated structures from a site to be identified by the client to Maluti Magistrates Office</u>				
7	Allow R2,400,00.00 for relocation of mobile prefabricated offices to Maluti Magistrates Office	Item			2 400 000 00
8	Allow R430,00.00 for relocation of mobile prefabricated toilets to Maluti Magistrates Office	Item			450 000 00
	<u>Demolition of temporary decanting structures upon practical completion:</u>				
9	Carefully disassemble temporary decanting structure of various sizes and relocating all structures from Maluti Magistrate Court to a site located within 350km.	Item			200 000 00
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Modular Structures					

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External Works				

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	Unit	Quantity	Rate	Amount
<p><u>Roadworks:</u></p> <p>All work is to be executed in accordance with the latest editions of the relevant SANS 1200 Specification.</p> <p>Cold premix shall be 'Roadmix' or other approved hot-mixed asphalt premix, prepacked and used as cold premix and shall comply with the standard specification for hot-mixed premix, stone/sand grading and type of bitumen binders as specified in 'Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO - 1998)'.</p> <p>Rates for all road markings are to include for all necessary setting out and premarking:</p> <p>All 'Measurement and Payment' clauses in the SANS 1200 Specification shall be deemed to be deleted.</p> <p><u>Fencing:</u></p> <p>Hot-dip galvanising shall comply with SANS 121 and ISO 1461:2000.</p> <p>Descriptions of all posts with concrete bases shall be deemed to include excavations, risk of collapse, keeping excavations free of water, trimming and ramming bottoms, formwork, backfilling, compacting to 93% Mod AASHTO density and carting away surplus excavated material to a dumping site to be located by the contractor.</p> <p>No claim for rock excavation shall be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.</p> <p><u>STORMWATER CHANNELS, ETC</u></p> <p><u>Excavation in earth not exceeding 2m deep:</u></p> <p>1 Reduced levels under concrete aprons, channels, etc.</p> <p><u>Extra over all excavations for carting away:</u></p> <p>2 Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.</p> <p><u>Filling of G7 gravel-soil material supplied by the contractor, compacted to 95% Mod AASHTO density:</u></p> <p>3 Under aprons, channels, etc.</p> <p>Carried to Collection</p> <p>Section No. 4 Bill No. 3 External Works</p>				
	m³	49		
	m³	49		
	m³	49		
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	Unit	Quantity	Rate	Amount
<u>Compaction of surfaces:</u>				
4 Compaction of ground surface under aprons, channels, etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m ²	330		
<u>Precast concrete channels:</u>				
5 Precast concrete channel 600mm wide formed of two type C1 channels 300mm wide x 125mm tapering to 90mm high and butt jointed.	m	100		
<u>Grid inlets:</u>				
6 Brick catchpit 380 x 380 x 750mm deep internally including precast cover slab, benching, etc.	No	2		
7 380 x 380mm 'St Gobain code 2940' square dished grating and frame.	No	2		
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EXTERNAL WORKS

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SECTION NO. 5
SMME PACKAGES

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1 Provide the amount of R550 000.00 (five hundred and fifty thousand rand) for repairs and renovations to Block B - Garages.	Item			550 000 00
2 Profit on above item.	Item			
3 Attendance on ditto.	Item			
<u>SMME Package No 2:</u>				
4 Provide the amount of R1 400 000.00 (one million four hundred thousand rand) for repairs and renovations to Block C - Caretaker House.	Item			1 400 000 00
5 Profit on above item.	Item			
6 Attendance on ditto.	Item			
<u>SMME Package No 3:</u>				
7 Provide the amount of R1 100 000.00 (one million one hundred thousand rand) for Fencing.	Item			1 100 000 00
8 Profit on above item.	Item			
9 Attendance on ditto.	Item			
<u>SMME Package No 4:</u>				
10 Provide the amount of R 230 000.00 (two hundred and thirty thousand rand) for demolishing existing tempral structures and rehabilitation of area.	Item			230 000 00
11 Profit on above item.	Item			
12 Attendance on ditto.	Item			
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SMME PACKAGES

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Smme Packages

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SECTION NO. 6

EMPLOYMENT AND TRAINING OF LABOUR ON EPWP- NYS

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SECTION NO. 6

EMPLOYMENT AND TRAINING OF LABOUR ON EPWP-NYS

**EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP-NYS
INFRASTRUCTURE PROJECTS**

PREAMBLES

Tenderers are advised to study the Additional Specification SL:
Employment and Training of Labour on the Expanded Public Works
Programme (EPWP) Infrastructure Projects: National Youth Service, as
bound elsewhere in the Bills of Quantities, and then price this Bill
accordingly

TRAINING OF YOUTH WORKERS

(TARGET: 32 YOUTH WORKERS)

Life skills development and Technical training:

1 Life Skills development training for youth workers for an average of 5
days (ref. SL 11.01.01) Prvisional

No 224 000 00

2 Profit and attendance.

Item

3 Technical Skills and training for youth workers for an average of 45
days (ref. SL 11.01.02) Prvisional

No 800 000 00

4 Profit and attendance

Item

**The above item is only applicable if DoL does not fund the Technical
Training PRIOR to site handover.**

5 Payment reduction due to not meeting the target as in SL 11.01.02

Item

6 Profit and attendance

Item

TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING:

Life skills training for 5 days (ref. SL 11.02.01)

7 .01 Travelling (based on R150 / day return trip/facilitator.)

Prov Sum 750 00

8 .02 Accommodation (based on 5 nights / week and R 800 / facilitator /
night)

Prov Sum 4 000 00

Carried To Section Summary

R

Section No. 6

Bill No. 1

Provisional Sums

		Amount	
<u>Technical training for 45 day (ref. SL 11.02.02):</u>			
9	.01 Travelling (based on R150 / day return trip/facilitator.)	Prov Sum	6 750 00
10	.02 Accommodation (based on 5 nights / week and R 800 / facilitator (x1) / 39 nights)	Prov Sum	4 000 00
<u>Tests for medical fitness</u>			
11	.01 Provision of General Medical Practitioner or Clinic to examine EPWP youth workers on medical fitness before and after appointment (including COVID 19 PPE).	No	64 000 00
12	Profit and attendance	Item	6 400 00
13	Life skills training for 5 days (ref. SL 11.03.01)	No	25 000 00
14	Technical training for youth workers for 45 days (ref. SL 11.03.02)	No	150 000 00
<u>ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING:</u>			
<u>EMPLOYMENT OF YOUTH WORKERS</u>			
<u>The unit of measurement shall be the number of youth workers at the Ministerial Determination labour rates multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on max of 9 months appointment for youth workers</u>			
15	Employment of youth workers (off - site training)	No	285 120 00
16	Profit and attendance	Item	
17	Employment of youth workers (on - site training)	No	855 360 00
18	Profit and attendance.	Item	
19	Supply 2 x EPWP/NYS branded overalls, 2 x safety shoes, 1 x hard hats, 2 x PWP/NYS branded T-shirts etc to youth workers (ref. SL 11.05.01) SABS Approved.	No	51 200 00
20	Profit and attendance	Item	
21	Supply of small tools to youth workers. Specification to be supplied by the EPWP-NYS Service Provider for the respective trades. (ref. SL 11.06.01)	No	57 600 00
Carried To Section Summary		R	
Section No. 6			
Bill No. 1			
Provisional Sums			

		Amount	
22	Profit and attendance.	Item	
23	Sourcing of catering company for provision of meals during NYS EXIT Workshop and arrangement of hiring venue for the workshop.	Item	30 000 00
24	Appointment of Youth Team Leader/s for the duration of the contract (ref. SL 11.07).	No	63 000 00
25	Liaison with Service Provider and EPWP (for provision of information) (ref. SL 11.08)	Item	
<p>Monthly reporting and administration of the EPWP system including submission of EPWP Reporting System (ERS) beneficiary registration tool to the principal agent on a monthly cycle to reflect employment on a government construction site. Records will include that of reflection of all labour employed by the main contractor himself as well as all the subcontractors on site. A separate sheet, although the same format, will be completed for Local Labour beneficiaries for the sub-contractor (if applicable).</p> <p><u>PROVISION OF EPWP PPE, BRANDED OVERALLS & T-SHIRT/ GOLF SHIRTS TO YOUTH WORKERS</u></p> <p><u>PROVISION OF SMALL TOOLS FOR YOUTH WORKERS</u></p> <p><u>PROVISION OF CATERING FOR EXIT WORKSHOP</u></p> <p><u>APPOINTMENT OF YOUTH TEAM LEADER</u></p>			
Carried To Section Summary		R	
<p>Section No. 6</p> <p>Bill No. 1</p> <p>Provisional Sums</p>			

Amount

SECTION NO. 6

EMPLOYMENT AND TRAINING OF LABOUR ON EPWP-NYS

SECTION SUMMARY

Page

Brought forward from page

6-2

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6-3

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6-4

Carried to Final Summary

R

Section No. 6
SECTION SUMMARY

SECTION NO. 7
PROVISIONAL SUMS

Amount

SECTION NO. 7

PROVISIONAL SUMS

SUPPLEMENTARY PREAMBLES

General

Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances

BUDGETARY ALLOWANCES

The following budgetary allowances are for work to be executed by the contractor or his domestic subcontractors:

1	Provide the amount of R 20 000.00 (Twenty Thousand Rand) for the supply and installation of entrance wall signage.	Item	20 000	00
2	Provide the amount of R25 000.00 (twenty five thousand rand) for additional tests required by the civil and structural engineers.	Item	25 000	00
3	Provide the amount of R50 000.00 (Fifty Thousand Rand) for builder's work in connection with electrical and mechanical installations and existing unknown services on site.	Item	50 000	00

MONETARY ALLOWANCES

CIDB B.U.I.L.D

4	Allow the Amount of R674 000.00 (Six Hundred and Seventy Four Thousand Rand) for CIDB B.U.I.L.D Programme	Item	674 000	00
---	---	------	---------	----

Carried to Final Summary

R

Section No. 7
Bill No. 1
Provisional Sums

[illegible]

T2.2.: Returnable Documents required for tender evaluation purposes

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Bid no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

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 *per 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 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

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.

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
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20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

Note:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES</i>		
Tender / Quotation no:	<i>MTH02/2025</i>	Reference no:	<i>19/2/4/2/2/6993/3</i>
Closing date:	<i>29 April 2025</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **15 April 2025**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 Breakdown Allocation of Specific Goals Points



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

Table 1

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

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



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

Table 2

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

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

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

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

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

Table 3

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

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

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

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

2. DEFINITIONS

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

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: MTH02/2025

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

Tender no: MTH02/2025

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	<i>MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES</i>		
Tender / quotation no:	MTH02/2025	Closing date:	29 April 2025
Advertising date:	04 April 2025	Validity period:	84 days

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

1.1. Current projects

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

Tender no: **MTH02/2025**

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

T2.2.1 Additional information required for tender evaluation purposes

Documents for Risk Assessment

**INSERT ORIGINAL / CERTIFIED BANK RATING
HERE**

Documents for Risk Assessment

INSERT ORIGINAL: STAFFING

The Tenderer shall provide a list of all key staff that will be made available to perform any duties for and on behalf of the Tenderer on this project.

The Tenderer may attach:

1. *CVs of all key staff (Contracts Manager, Site Agent and General Foreman)*
2. *Qualifications of all key staff (Contracts Manager, Site Agent and General Foreman)*
3. *Company organogram for information purposes.*

Documents for Risk Assessment

OHS PLAN

The Tenderer shall provide a project specific OHS Plan, Tenderer to consider OHS Specification issued, and Scope of Works as indicated on Volume 3, C3.3 occupied buildings.

Documents for Risk Assessment

PROGRAMME OF WORKS

The Tenderer shall provide a realistic programme of works from Site Handover to Practical Completion, Tenderer to consider working hours as indicated on Volume 3 Contract Data B7.0

Documents for Risk Assessment

PROJECT REFERENCE

The Tenderer shall provide signed reference letters for completed projects as per functionality criteria



EVALUATION SCHEDULE- PROJECT REFERENCE FORM 1

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
Project No:	MTH02/2025

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
_____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance					
2. Quality of workmanship					
3. Resources: Personnel					
4. Time management / programming					
5. Financial management / payment of subcontractors / cash flow, etc					
TOTAL					



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Would you consider/ recommend this Bidder again:

YES	NO

Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

EVALUATION SCHEDULE- PROJECT REFERENCE FORM 2

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
Project No:	MTH02/2025

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of

_____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
2. Project performance					
2. Quality of workmanship					
3. Resources: Personnel					
4. Time management / programming					
5. Financial management / payment of subcontractors / cash flow, etc					
TOTAL					



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Would you consider/ recommend this Bidder again:

YES	NO

Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date



EVALUATION SCHEDULE- PROJECT REFERENCE FORM 3

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
Project No:	MTH02/2025

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of

_____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
3. Project performance					
2. Quality of workmanship					
3. Resources: Personnel					
4. Time management / programming					
5. Financial management / payment of subcontractors / cash flow, etc					
TOTAL					



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Would you consider/ recommend this Bidder again:

YES	NO

Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date



EVALUATION SCHEDULE- PROJECT REFERENCE FORM 4

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
Project No:	MTH02/2025

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of

_____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance					
2. Quality of workmanship					
3. Resources: Personnel					
4. Time management / programming					
5. Financial management / payment of subcontractors / cash flow, etc					
TOTAL					



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Would you consider/ recommend this Bidder again:

YES	NO

Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date



EVALUATION SCHEDULE- PROJECT REFERENCE FORM 5

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
Project No:	MTH02/2025

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
_____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
5. Project performance					
2. Quality of workmanship					
3. Resources: Personnel					
4. Time management / programming					
5. Financial management / payment of subcontractors / cash flow, etc					
TOTAL					



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Would you consider/ recommend this Bidder again:

YES	NO

Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date



EVALUATION SCHEDULE- PROJECT REFERENCE FORM 6

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
Project No:	MTH02/2025

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of

_____ (company name) declare

that I was the principal agent on the following building construction project successfully

executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
6. Project performance					
2. Quality of workmanship					
3. Resources: Personnel					
4. Time management / programming					
5. Financial management / payment of subcontractors / cash flow, etc					
TOTAL					



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Would you consider/ recommend this Bidder again:

YES	NO

Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

T2.2.2 Returnable Documents that will be incorporated into the contract

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

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

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:	
------------------------------	--

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

Name of Electrical Contractor:	
Address:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Electrical Contractor registration number at the Department of Labour	<hr/>

Name of Tenderer	Signature	Date

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

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

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

T2.2.2.3 Additional Documents that will be incorporated into the contract

PROOF OF REGISTRATION WITH CIDB GRADING (CIDB CERTIFICATE)

TAX CLEARANCE CERTIFICATE

B-BBEE CERTIFICATE

**INSERT ORIGINAL / CERTIFIED 'LETTER OF GOOD
STANDING' WITH THE COMPENSATION COMMISSIONER
HERE**

**REGISTRATION ON NATIONAL TREASURY'S CENTRAL
SUPPLY DATABASE (CSD)**

**CERTIFIED COPIES OF ID(S) OF DIRECTORS / SOLE
PROPRIETTOR / MEMBERS / TRUSTEES**



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE**

BILLS OF QUANTITIES

FOR

**MALUTI MAGISTRATES COURT
MAINTENANCE RECONFIGURATION AND UPGRADES TO
EXISTING FACILITIES**

IN

MALUTI, EASTERN CAPE

CONSISTING OF:

- VOLUME 1 : TENDERING PROCEDURES
- VOLUME 2 : RETURNABLE DOCUMENT
- **VOLUME 3 : THE CONTRACT (this document)**

QUANTITY SURVEYOR:

BTKM Quantity Surveyors
104 Nelson Mandela Drive
Mthatha
5099

ARCHITECT:

Mpande consultants cc
58 Wesley Street
Mthatha
5099

**APRIL 2025
MTH02/2025**

REPUBLIC OF SOUTH AFRICA
DEPARTEMENT OF PUBLIC WORKS
BILLS OF QUANTITIES
FOR
MALUTI MAGISTRATES COURT
MAINTENANCE RECONFIGURATION AND UPGRADES
TO EXISTING FACILITIES

VOLUME 3: THE CONTRACT

QUANTITY SURVEYORS
BTKM Quantity Surveyors
104 Nelson Mandela
Mthatha
5099

Mr Y. Ndzandzeka
Tel: 047 – 531 0438

ARCHITECTS
Mpande consultants cc
58 Wesly Street
Mthatha
5099

Mr.C Badenhorst
Tel: 083 644 6327

DEPARTMENT OF PUBLIC WORKS

REGIONAL OFFICE: MTHATHA
7th Floor
PRD II Building
Sutherland Street
Mthatha

Private Bag x 5007
Mthatha
5099
Mr. T Xani

Tel: 047- 502 7115

APRIL 2025

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public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REFERENCE NO. 19/2/4/2/2/6993/3

TENDER NO: MTH02/2025

**VOLUME 3
THE CONTRACT**

**ISSUED BY:
DEPARTMENT OF PUBLIC WORKS
PRD II BUILDING
SUTHERLAND STREET
MTHATHA
5099**

CONTACT PERSON:
Mr Thandile Xani
TEL: (047)- 502 7115

PART C1: Agreement and Contract Data

C1.2 Contract Data

DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES
-----------------------	--

Tender / Quotation no:	MTH02/2025	WCS no:	046764 & 056915	Reference no:	19/2/4/2/2/6993/3
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	<p>The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to document PG01.2 (EC) – Scope of Works for detailed description
Repairs and Renovations to Maluti Magistrate Court in the following Buildings:	
Block A (Magistrate Court Building) - Repairs and Renovations including Reconfiguration and upgrades	
Block B (Garages) - Repairs and Renovations	
Block C (Caretaker House) - Repairs and Reconfiguration to Offices	
External Works including driveway, stormwater, water supply and fencing	

Tender / Quotation no: MTH02/2025

A 2.0 Site [1.1]

Erf / stand number	Erf 138
Site address	Main Street
Township / Suburb	Maluti
City / Town	Matatiele
Province	Eastern Cape
Local authority	Matatiele
GPS Coordinates	30°15'46.6"S 28°47'12.4"E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Nolizwi.h lengwa@dpw.gov.za	Telephone	047 502 7010
Postal address	Private Bag x 5007 Mthatha 5099		
Physical address	5th Floor PRD II Building Sutherland Street Mthatha 5099		

A 3.2 Employer's representative:

Name	Thandile Xani	Telephone number	047- 5027112
E-mail	thandile.xani@dpw.gov.za	Mobile number	066 248 9147
Postal address	Private Bag x 5007 Mthatha 5099		
Physical address	7th Floor PRD II Building Sutherland Street Mthatha 5099		

Tender / Quotation no: MTH02/2025

A 4.0	Principal Agent [1.1; 6.2]	Discipline	Architects
--------------	-----------------------------------	-------------------	------------

Name	Mpande consultants cc		
Legal entity of above	Mpande consultants cc	Contact person	Christoph Badenhorst
Practice number		Telephone number	011 646 9591
Country	South Africa	Mobile number	083 644 6327
E-mail	christoph@archiden.co.za		
Postal address	P.O Box 7180 Mthatha 5099		
Physical address	58 Wesly Street Mthatha Central Mthatha 5099		

A 5.0	Agent [1.1; 6.2]	Discipline	Architects
--------------	-------------------------	-------------------	------------

Name	Mpande consultants cc		
Legal entity of above	Mpande consultants cc	Contact person	Christoph Badenhorst
Practice number		Telephone number	011 646 9591
Country	South Africa	Mobile number	083 644 6327
E-mail	christoph@archiden.co.za		
Postal address	P.O Box 7180 Mthatha 5099		
Physical address	58 Wesly Mthatha Central Mthatha 5099		

A 6.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
--------------	-------------------------	-------------------	-------------------

Name	BTKM Quantity Surveyors		
Legal entity of above	Bham Tayob Khan Matunda Pe	Contact person	Yanga Ndzandzeka
Practice number	64749202	Telephone number	047 531 0438
Country	South Africa	Mobile number	072 466 4797
E-mail	yangan@btkmgroup.co.za		
Postal address	104 Nelson Mandela Drive Mthatha Central Mthatha 5099		
Physical address	104 Nelson Mandela Drive Mthatha Central Mthatha 5099		

Tender / Quotation no: MTH02/2025

A 7.0	Agent [1.1; 6.2]	Discipline	Civil and Structural Engineers
--------------	-------------------------	-------------------	--------------------------------

Name	DG Naidoo and Associates PTY Ltd		
Legal entity of above	DG Naidoo and Associates PTY	Contact person	Dees Naidoo
Practice number		Telephone number	031 2056 710
Country	South Africa	Mobile number	083 661 4675
E-mail	deesdgn@mweb.co.za		
Postal address	P.O Box 70420, Overport Durban 4067		
Physical address	130 Rick Turner Road Glenwood Durban 4001		

A 8.0	Agent [1.1; 6.2]	Discipline	Electrical Engineer
--------------	-------------------------	-------------------	---------------------

Name	National Department of Public Works and Infrastructure		
Legal entity of above	N/A	Contact person	Thevagasen Pillay
Practice number		Telephone number	047- 5027112
Country	South Africa	Mobile number	071 531 4285
E-mail	thevagasen.pillay@dpw.gov.za		
Postal address	Private Bag x 5007 Mthatha 5099		
Physical address	7th Floor PRD II Building Sutherland Street Mthatha 5099		

A 9.0	Agent [1.1; 6.2]	Discipline	Mechanical Engineer
--------------	-------------------------	-------------------	---------------------

Name	National Department of Public Works and Infrastructure		
Legal entity of above	N/A	Contact person	Ngoako Lehong
Practice number		Telephone number	012 406 1564
Country	South Africa	Mobile number	066 282 6866
E-mail	ngoako.lehong@dpw.gov.za		
Postal address	Bag: X 65 Pretoria 0001		
Physical address	CGO Building 256 Madiba Street Pretoria Tshwane 0001		

Tender / Quotation no: MTH02/2025

A 10.0	Agent [1.1; 6.2]	Discipline	OHS Consultant
---------------	-------------------------	-------------------	----------------

Name	Sinda Africa Environmental Health and Safety		
Legal entity of above	Maliti Group	Contact person	Viwe Mngambi
Practice number		Telephone number	043 727 5091
Country	South Africa	Mobile number	064 5050 679
E-mail	viwe@sindafrica.co.za		
Postal address	11d Beacon Office Park 21 Pell Street Beacon Bay 5201		
Physical address	11d Beacon Office Park 21 Pell Street Beacon Bay 5201		

A 11.0	Agent [1.1; 6.2]	Discipline	
---------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 12.0	Agent [1.1; 6.2]	Discipline	
---------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: MTH02/2025

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
---	--

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
--	-------------------------------------

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 33
Architectural Drawings as per drawing register	As issued
Civil and Structural Engineering Drawings as per drawing register	As issued
Electrical Engineering Drawings as per drawing register	As issued
Electrical and Electronics Specifications issued	As issued
Mechanical Engineering Drawings as per drawing register	As issued
Mechanical Specifications issued	As issued
Bills of Quantities issued with the tender	As issued
Addenda as issued during tender stage, if applicable	As issued

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD]]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

Tender / Quotation no: MTH02/2025

B 6.0 Insurances [10.0]

Insurances by contractor NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.			
	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Not Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Not Applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R	Not Applicable
	Other insurances [10.1.5]		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R	Not Applicable
	Other insurances: If applicable, description 1:	R	Not Applicable
	Other insurances; If applicable, description 2:	R	Not Applicable

Tender / Quotation no: MTH02/2025

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: The Court Building will be in use and operational during construction of Decanting Site Decanting site will be in use and operational during reconfiguration and upgrades of Court Buildings.	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: The work shall be executed outside normal working hours i.e. 15h00 until 23h00 from Monday to Friday. Work required to be executed outside of these hours and on weekends must be arranged with the Court Manager in advance. Non-working hours are from 08:00 to 15:00 Monday to Friday.	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description: Existing under and above ground services within the court premises	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description: Work areas and restricted areas shall be pointed out at compulsory tender briefing meeting.	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

Applicable	If applicable, description of specialisation
Specialisation 1	Decanting Prefabs installation
Specialisation 2	Borehole Installations
Specialisation 3	Various SMME Subcontractors
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

Tender / Quotation no: MTH02/2025

B 10.0 Appointment of Direct Contractors [16.0]

Not Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

B 11.0 Works to be completed in sections [20.1]

Applicable	If applicable, description of sections
Section 1	Construction of Decanting Site, comprises of Prefabricated Offices, Court Rooms and Toilets including walkways and parking.
Section 2	Repairs, Reconfiguration and Upgrades To Existing Facilities, including electrical and mechanical installations and Site works
Section 3	Site De-establishment and Relocation of Decanting prefabricated structures.
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]

B12.1 Contract Period

Contract period [B18: 1.2]: Period in months as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 month

Tender / Quotation no: MTH02/2025

Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1 month
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	22 months
Period to achieve Works Completion Refer B18.0 [19.8]	1 month
Defect liability period up to and including Final Completion	3
Total Contract Period [B18: 1.2]	25 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 0.015/R100 of contract value

B12.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	22 Months
Period for inspection in working days by the principal agent [19.3]	5 days
Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1]	R0.0125/R100 of contract value
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 0.00375/R100 of contract value
Penalty amount per calendar day for late Final Completion [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 0.001875/R100 of contract value

B12.3 Construction Period for completion of the Works in portions

Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]	Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]	2 days	5 days	2 days			
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]	3 months	18 months	1 month			

Tender / Quotation no: MTH02/2025

The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	22 Months
Penalty for late Practical Completion, if completion in sections is required , excluding VAT	
The penalty amount per day for failing to complete section 1 of the Works is:	R 0.11/R100 of contract value
The penalty amount per day for failing to complete section 2 of the Works is:	R 0.015/R100 - contract value
The penalty amount per day for failing to complete section 3 of the Works is:	R 0.275/R100 - contract value
The penalty amount per day for failing to complete section 4 of the Works is:	R N/A
The penalty amount per day for failing to complete section 5 of the Works is:	R N/A
The penalty amount per day for failing to complete section 6 of the Works is:	R N/A
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R N/A
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete each section and the whole of the Works , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete each section and the whole of the Works , excluding VAT	

B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical or Sectional Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	Completion of practical completion list issued by Principal Agent
13.8	
13.9	
13.10	

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B 14.0 Defects liability period [21.0]

Extended defects liability period: Refer B18.0 [21.13]

Applicable	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Mechanical equipment (e.g. Fire detection, Fire suppression system, etc.)
14.6	All civil works relating to drainage and water supply
14.7	
14.8	
14.9	
14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	25 th of the month
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Applicable
If applicable, method to calculate	CPAP - Haylett Formula
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.0 Dispute resolution [30.0]

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

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B 17.0 JBCC® General Preliminaries - selections

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".

Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Not Applicable
Inspection of adjoining properties - details [P3.3]		Not Applicable
Handover of site in stages - specific requirements [P4.1]		Applicable
Enclosure of the works - specific requirements [P4.2]		Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Applicable
Water [P8.1]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Electricity [P8.2]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4] Contractors shall ensure at least three (3) active cellphone numbers are provided for management of staff on site. Contractors shall ensure at least one (1) management staff member on site has access to emails with virtual meeting connection at all time.		Applicable
Protection of the works - specific requirements [P11.1] It is vitally important that extreme care is taken to protect the existing buildings and finishes during the execution of the works. Fixed and loose furniture, fittings, equipment, windows, doors, shopfronts etc must be protected by the contractor.		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2] No specific requirements		Applicable
Disturbance - specific requirements [P11.5] The surrounding areas and buildings will be occupied and functioning during construction and contractor is to ensure that the works are carried out with as little mess, noise and dust as possible and with a minimum of disturbance to adjoining and close areas, buildings and properties and their occupants.		Applicable
Environmental disturbance - specific requirements [P11.6] Old septic tanks and manhole, when demolishing and rehabilitation of the areas, contractors to ensure all environmental related issues are addressed as required by law.		Applicable

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of **JBCC** standard documentation]

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1.2 Definitions

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

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

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

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

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

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

DEFAULT INTEREST: No clause.

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

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

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

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

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

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CONTRACT SPECIFIC DATA

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".

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:	
3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: “.... due to no fault of the contractor”.

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9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.
10.1.5.1.2	Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

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10.1.5.1.4	Add the following as clause 10.1.5.1.4: 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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.
10.2	Replace clause with the following: Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.
10.6	No clause.
10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.
11.1	Add the following to clause 11.1. In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT). In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected. The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.
11.5	No clause.
11.6	No clause.

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11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is 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:
11.13.1	Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).
11.13.2	Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.
11.14.1	Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.14.2	Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

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11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.16	Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

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12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8 WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion. (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list: (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

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19.8 Continued	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8 (2) (b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13.</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p>
20.2.1.A	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
21.1	<p>Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion).</p>
21.6	<p>Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</p>
21.6.1.	<p>Omit clause.</p>

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21.6.2	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the contractor fails to bring the works , or a section thereof, to practical-, works-, or final- completion by the applicable completion date [B10 CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [B10 CD].
24.2	Replace clause 24.2 with the following: Where the employer elects to levy such penalty the employer , or the principal agent on instruction from the employer , shall give notice thereof to the contractor . The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [B10 CD], or the revised date for practical- works-, or final- completion , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of practical-, works- or final- completion of the works , or a section thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

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25.3	<p>Add the following to clause 25.3:</p> <p>25.3.12 Monthly Local content report.</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</p> <p>25.3.14 Tax Invoice.</p> <p>25.3.15 Labour intensive report.</p> <p>25.3.16 Contract participation goal and cidb BUILD programme reports.</p>
25.5	No Clause.
25.6	<p>Replace clause 25.6 with the following:</p> <p>Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>
25.7.5	No Clause.
25.10	<p>Replace clause 25.10 with the following:</p> <p>The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</p>
25.12	<p>Replace clauses 25.12 to 25.12.3 with the following:</p> <p>The value certified shall be subject to the following percentage adjustments :</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0] the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of works completion and up to but excluding the date of final completion.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>

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

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25.12 Continued	<p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	<p>Replace 26.10 with the following:</p> <p>The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion.</p>
26.12	Refer to clause 6.7 [CD].
27.1. 2	<p>Replace 27.1.2 with the following:</p> <p>Interest due to late payment only.</p>
27.1.4	<p>Replace 27.1.4 with the following:</p> <p>Interest due to late payment only.</p>
27.1.5	No clause.
27.5	<p>Add the following as clause 27.5:</p> <p>Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.</p>

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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".

27.6	Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
29.1.5	Add the following as clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The employer has the right of recovery against the contractor , where applicable, [CD] from: The guarantee for construction (variable) until the final payment has been made; or The guarantee for construction (fixed) until the date of practical completion; or The payment reduction until the final payment is made; or The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.

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29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

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

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B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

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

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

A

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

Tender / Quotation no: MTH02/2025

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".

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

C.1.3 Form of Guarantee

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

FOR ATTENTION

Private Bag

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: _____, for the Maluti Magistrates Court – Maintenance, Reconfiguration and Upgrades (hereinafter referred to as the "contract") in the amount of R _____, (_____), (hereinafter referred to as the **contract sum**),
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (_____) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: *(Insert Tender Number)*

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

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

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

PART C2 PRICING DATA

C.2.1 Pricing Instructions

Tender Drawings and Specification

PG-02.2 (EC) PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES				
Tender / Quotation no:	MTH02/2025	WCS no:	046764 & 056915	Reference no:	19/2/4/2/2/6993/3

C2.1 Pricing Instructions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

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

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

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

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

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

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

PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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

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

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

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

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

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

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

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

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

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the “PW 371” and the principles contained in the latest version of the Standard System for Measuring Builders’ Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

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

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

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

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

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

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

C2.1.2 VALUE ADDED TAX

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

C2.1.3 CORRECTION OF ENTRIES

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

C2.1.4 ARITHMETICAL ERRORS

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

C2.1.5 TRADE NAMES

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

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C2.1.6 CONTRACT DOCUMENTS

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

C2.1.7 FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments are **applicable** to this contract. The Bills of Quantities document is not a fixed price contract, and the Tenderers are to take note that contract price adjustments (CPAP) are applicable to this contract.

C2.1.8 PAYMENTS

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

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

C2.1.9 ACCOMMODATION ON SITE

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

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C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is *Applicable* to this project.

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

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

C2.1.11 CONTRACT PARTICIPATION GOALS

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

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

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

C2.1.11.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers CPG is *Applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is *Applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is *Applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL

The Minimum Targeted Enterprise Development Contract Participation Goal is *Applicable* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

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

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

C2.1.11.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is *Applicable* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for:

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

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

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

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual

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contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Payment

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

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

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

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

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

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

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

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

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

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

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

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

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to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

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

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

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

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

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

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

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

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

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

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

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C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6.

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

C2.1.11.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *Applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

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

C2.2 Submission of Accrual Reports

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

C2.3 Working Hours During Construction

The Contractor shall work closely with the court management in order to monitor and control noise, dust and other disturbance during 08h00 to 15h00 Monday to Friday. Contractor to consider working hours and programming of the works when pricing.

C2.4 SMME's

The Contractor shall manage, supervise and work with appointed SMME's.

C2.5 CLO

The Contractor shall make use of Community Liaison Officer to attend to all community related issues.

PART 3 - LIST OF TENDER DRAWINGS AND SPECIFICATION

Tenderers are advised to study the drawings and specifications for the full intent and meaning of the relevant item.

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender / Quotation no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

PART 3 - LIST OF DRAWINGS

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure could be re-issued to the Contractor at commencement of the construction phase

Contract drawings/ Specification

Architectural Drawings	Drawing No.
Site layout – As Built	
Site Development Plan	
Block A – Court Building – Demolition Floor Plan	
Block A – Court Building – Key Floor Plan	
Block A – Court Building - Elevations	
Block A – Court Building - Elevations	
Block A – Court Building – Joinery - Kitchen	
Block A – Court Building – Joinery-Cash Hall	
Block A – Court Building – Joinery-Judges Stand	
Block A – Court Building – Joinery-Accused Stand and Bench	
Block A – Court Building – Window detail, Full-bore Outlet & Rainwater Tank Detail	
Block A – Court Building – General Details	
Block A – Court Building – Skylight Detail	
Block A – Court Building – Finishing Schedule	
Block A – Court Building – Doors Schedule	
Block A – Court Building – Window Schedule	
Block A – Court Building – Sanitary Schedule	
Block A – Court Building – Ironmongery Schedule	

Civil and Structural Engineering Drawings	Drawing No.
Site layout – As Built	
Existing Services	
Parking and Road Works	
Roof layout and waterproofing details	
Generator Plinth Detail	
HVAC Plinth Detail	
Sewer Layout	
Sewer Line Configuration Layout	
Stormwater Layout	
Water and Fire line Layout	
Refuse Area Details	
Block A – Court Building – Sectional Detail Records and Storage Room	
Geotech Report	

Electrical Engineering Drawings	Drawing No.
Electrical Single Line Diagram - Part 1	E20245/012 Rev-B
Electrical Single Line Diagram - Part 2	E20245/013 Rev-B

Mechanical Engineering Drawings	Drawing No.
Heating, Ventilation and Air Conditioning Layout	M20245/HVAC/A/1
Heating, Ventilation and Air Conditioning Roof Layout	M20245/HVAC/A/3
Wet Services Layout	M20245/WETS/A/1
Drainage Layout	M20245/DRAINAGE/A/1
Fire Protection Layout	M20245/FIRE/A/1
Fire Protection - Smoke Ventilation	M20245/FIRE/A/2
Fire Protection - Corridor Pressurization	M20245/FIRE/A/3
Fire Protection -Smoke Ventilation Control	M20245/FIRE/A/5

Occupational Health and Safety Specification

 	DOCUMENT INFORMATION		
	Document Type		Originator
	Health and Safety Specification in terms of the requirements of Construction Regulation 5(1)(b)		Siyabulela Mabi CHSA/148/2024
	Activity		Project Name
	HSE for Renovations and Refurbishment		Maluti Magistrate Court: Planned Maintenance, Repairs and Refurbishment
DOCUMENT CHANGE RECORD			
Rev	Date	Section(s) change(d)	Description of Revision
			

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1 Introduction

Purpose and scope

This document describes the compliance requirements to which the contractor must adhere concerning the work scope. Compliance with this specification does not absolve the Principal Contractor from complying with any other minimum legal requirement and the Principal Contractor remains responsible for the health and safety of his employees, those of his mandataries as well as any persons on adjacent properties, who could be affected by the construction works.

The work to be carried out entails repairs, renovations, and maintenance of the existing court buildings and new buildings to be erected in Maluti Magistrate Court. The work to be carried out is inclusive but not limited to the following:

- Repaint interior entirely
- Replace damage to ceilings to prevent further damage
- Replace wall and floor finishes
- Repair or replace doors
- Repair benches
- Concrete roof and related elements to be fully repaired and reinstated.
- Existing garage doors and locks to be serviced or replaced where necessary.
- Driveway to be repaired
- Landscaping
- Replace fittings in ablutions where required
- Check and repair all plumbing ablutions
- Service and Repair firefighting equipment.
- Bulk Power Supply (External electrical reticulation)
- Electricity Upgrading
- Small Power (Internal electrical reticulation)
- Lighting (Interior and Exterior)
- Fire Detection System
- Lightning Protection System
- Fire design to be developed for entire site and fire equipment (fire hose reels, fire extinguishers, fire signage and escape signage) to be installed as per the fire design.
- All the existing plumbing and drainage piping to be removed and replaced with copper and PVC



- Replacement of fresh air systems in the court rooms.
- Re-arrange existing staff toilet to accommodate for new disabled staff toilet at the northeast side. No structural changes required.
- Existing public toilets, entrances to accommodate for disabled persons and toilets re-arranged to accommodate disabled toilets.
- Provision of new refuse area within the existing drop off/ Pick up yard at the southwest side.
- Repair prefab dry wall to external walls with 220 brick walls
- Repair minor cracks at internal and external walls.
- Remove damaged sewer pipes and manholes and replace.
- Clean out existing septic tank (Honeysucker)
- Remove damaged stormwater channels and replace.
- Replace existing damaged stormwater
- and change to 450 diameters.
- Replace existing domestic water line to 50mm diameter.
- Provide new fire line 75mm and 1 Fire hydrant on site.
- Upgrade stormwater soakaways.
- Supply and install metal detector with and including all associated electrical works and backup power supply
- Supply and install X-ray inspection system complete with an electronic rubber conveyor belt with and including an electrical supply.

This document defines the minimum management requirements that are to be implemented by the contractor for the management of health and safety on the project. The aim of this document is to present the safety aspects that need to be controlled and managed on the project. It is developed to ensure that the principal contractor entering a contract with The National Department of Public Works and Infrastructure achieves and maintains an acceptable level of Occupational Health, Safety and Environmental performance. The Contractor must consider all information in this specification and ensure that in tendering for this job, adequate resource and competence provisions are made to deal with the matters detailed herein so that all relevant contents are dealt with to ensure compliance with legislation and the ethical concerns for the safeguarding of employees, contractors other persons affected by the construction activities. All the costs related to the compliance with Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 as contained in this Health and Safety

Specification, are to be taken into consideration during the tendering stage. The Health and Safety Specification will be fully implemented during the construction of the works and any construction activity that the Client has control over.



2 Reference documents

- Occupational Health and Safety Act No. 85 of 1993
- Compensation for Occupational Injury and Diseases Act
- Client Health and Safety specification
- Construction Regulations 2014

3 Definitions

The following definitions will apply to the safety management plan, acronyms given hereunder shall apply:

- Construction/building work (as defined by the Occupational Health and Safety Act: Construction Regulations 2014) Means any work in connection with –
 - a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
 - b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.
- Hazard identification and risk assessment and risk control (HRA)
Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.
- Site
Means the area in the possession of the contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities of the contractor and approved for such use by the engineer and/or client.
- The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act No. 85 of 1993) and the Regulations promulgated there under.



- **Hazard**

Means a source of or exposure to danger (a source which may cause injury or damage to persons, or property)

- **Risk**

Means the probability or likelihood that a hazard can result in injury or damage.

- **Contractor's responsible person(s)**

Means any person appointed in writing by the contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

- **Hazardous chemical substance (HCS)**

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

- **Construction plant (TEM)**

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and safety program

Encompasses the contractor safety planning spreadsheet.

- **Health and safety plan (HSP)**

The content of this document will be made available on site for inspection by an inspector, technical officer, agent, subcontractor, employee, registered employee

organisation, health and safety representative, or member of the health and safety committee.

- Health and safety file

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.

4 Responsibilities

4.1 Notification of intention to commence construction work

It is essential for the contractor to notify the Provincial Director of the Department of Labour, immediately upon receipt of the letter of acceptance of project commencement in accordance with the following requirements:

- include excavation work;
- include working at a height where there is the risk of falling;
- include the demolition of a structure; or
- include the use of explosives to perform construction work.

A copy of the notification letter to the Provincial Director must be forwarded to the client for the client's records.

4.2 Permits

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work where the construction works;

- i) Exceeds 365 days and;
- ii) Involves more than 3600 person days of construction work; or
- (iii) The tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board.

The contractor shall ensure that access to site works is restricted to construction personnel. All attempts must be made to restrict spectator access. Access to the site shall be by the authorisation and records of access kept.

4.3 Assignment of contractor's responsible persons to supervise health and safety on site.

The contractor shall appoint in writing a construction manager and a construction supervisor as a minimum prior to commencing work on site and copies of all the appointment letters of the responsible persons shall be forwarded to the client prior to commencement of work on site.

4.4 Safety Officer Appointment

The appointment of a full-time, registered and in good standing with SACPCMP safety officer is compulsory for this project.

The contractor shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

4.5 Competency for contractor's responsible persons

The construction manager must have the legal liability training, hazard identification and risk assessment training as well as the basic health and safety construction supervisory training. If the construction manager does not have the mentioned training, the contractor must ensure that at least within three months of the project, the construction manager is trained and provides proof of training.

The construction supervisor must be in possession of the HIRA and basic construction supervisory training.

First Aider to be in possession of level two first aid training.

Safety officer to be registered and in good standing with SACPCMP and have a minimum of 3 years working in construction projects, specifically in building works.

4.6 Health and Safety Plan

The contractor shall provide to the client, a health and safety plan in accordance with this specification which plan shall be discussed and finally approved by the client or his representative for implementation.

4.7 Health and Safety Representatives

The contractor shall ensure at least one (1) health and safety representative be nominated, elected and trained to carry out his/her functions in his/her area of responsibility. This shall also be required in areas where less than fifty (50) employees are engaged in activity. The contractor shall ensure employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for client auditing purposes and deviations recorded are reported to the responsible supervisor within the designated person's area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the joint health and safety committee meetings.

5 Objectives and targets

The contractor shall include in the health and safety plan the objectives and targets for the project.

5.1 Planning and Procedures

The contractor shall define in the health and safety plan, the method of planning to be used on the project and the procedures to be adhered to.

6 Implementation of the Occupational Health and Safety specification

The contractor shall ensure that the client health and safety specification is implemented on the project through the contractors' health and safety plan which must be submitted to the client for approval prior to work commencing on site.

7 Application of the health and safety specification

7.1 Compensation of Occupational Injuries and Diseases Act No. 130 of 1993 (COIDA)

The contractor shall ensure a letter of good standing will be provided to the client prior to work commencing on site for reference purposes as proof of good standing. The contractor shall ensure all other contractors appointed also comply with the above requirements defined in the COIDA.

In case of an injury or work-related disease incident, the employer shall ensure that the employee is taken to the nearest private hospital for treatment and all medical records by the doctor obtained. This shall include the first, progress and final medical report by the doctor.

Contractor shall ensure that all employees have medical surveillance records in the of annexure 3 completed by an occupational doctor prior to them being involved in any construction activity.

7.2 Occupational health and safety policy

The contractor's health and safety policies are to be attached to the health and safety plan for review by the client.

7.3 Hazard Identification Risk Assessment (HIRA)

The contractor shall ensure that hazard identification risk assessment forms the basis of all work to be conducted on site, and a preliminary task risk assessment is submitted for approval to the client prior to work commencing on site.

All risk assessments conducted on site must be forwarded to the client for approval. The contractor must ensure that training forms part of the HIRA process and proof of training attendance is made available to the client upon request.

The contractor shall ensure a HIRA team be established comprising members as follows, but not limited to:

- Risk Assessor
- Construction Manager
- Person with skill/knowledge of the task to be performed.

Method statements and safe work procedures must form part of the HIRA process and must be conducted in conjunction with the HIRA process described above.

7.4 Health and Safety Committee

The contractor shall convene a health and safety committee meeting after every three months. All members required to be in attendance shall be notified of such meeting by means of a formal agenda which must be made available to the client upon request. The contractor shall ensure an attendance register and minutes are kept for auditing purposes by the client. A copy of all minutes must be forwarded to the client monthly.

7.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is required of the contractor to provide to the client a training matrix which must be included in the health and safety plan to be submitted prior to work commencing on site. The contractor must conduct the training needs analysis and send the employees requiring training for training before they are engaged in specific tasks requiring special training.

Training should include the following but is not limited to:

7.5.1 Induction training

Induction training must be attended by all employees and contractors. The contractor must keep records of all attendees to the induction and provide records of the same during the client site audits.

7.6 Awareness training (Toolbox Talks)

Weekly awareness training must be conducted and records of these must be made available to the client upon request.

7.6.1 Competency

Training identified through the HIRA process and conducted through this process shall be kept on file as proof of competency and training and must be made available to the client upon request. (This shall include operator competency training and assessments.)

7.6.2 First aid and health & safety representative training

Contractors shall provide proof of the competency of all health and safety representatives elected and designated, including first aiders to the client, which must be available on site for auditing purposes.

7.7 General record keeping

The contractor must ensure that all the health and safety records, required by both the Occupational Health and Safety Act No. 85 of 1993 and Regulations are kept for reference purposes and auditing by the client.

Further to the requirements set out above, the contractor must also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2014 and the requirement set out in the client specification the contractor must ensure a copy of all



health and safety records generated during the course of construction, are handed over to the client upon completion of construction.

7.7.1 Statistics

The contractor must ensure injury and incident records (near hits, first aid, medical cases, disabling lost time incidents), training etc. referred to above are kept on site and submitted monthly to the client. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act No. 85 of 1993.

The statistics formula as listed below shall be adhered to during construction:

$$\text{DIFR (Disabling Injury Frequency Rate)} = \frac{\text{DI's} \times 1\,000\,000}{\text{Man hours}}$$

$$\text{DISR (Disabling Injury Severity Rate)} = \frac{\text{Days Lost} \times 1\,000}{\text{Man hours}}$$

7.7.2 General inspection, monitoring and reporting

The contractor shall comply with the requirements set out by the client. The contractor must provide to the client with a safety management action plan upon which the dates of inspections training and awareness will be entered, conducted and monitored.

The contractor shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

7.7.3 Internal audits

Internal audits shall be conducted a minimum of once per month by the client or client's appointed Construction Health and Safety Agent

The results shall be tabled and discussed at the joint health and safety committee meetings.

The contractor must also conduct its own internal audits, the results of which must be submitted to the client monthly.

7.8 Incentives

Incentive schemes are left to the discretion of the contractor.



7.9 Penalties

Non-compliance with the client safety specifications will result in work stoppages and possible expulsion from the site until the problem has been remedied. Costs will be borne by the contractor.

7.10 Emergency procedures

The contractor must make available to the client a detailed emergency plan to tie into the evacuation plan already in place on the clients' premises.

7.11 First aid box and contents

The contractor must ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The first aid attendant must be trained in accordance with the requirements set out in the OHSA with a recognised and accredited service provider as defined above.

The contractor must ensure that the first aid box is always adequate and is accessible to all.

The client shall inspect the contents of the first aid box and dressing record from time to time.

7.12 Accident and incident reporting and investigation

Should an accident or incident occur, the contractor shall conduct an investigation into the incident. The contractor must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHSA requirement on Annexure 1 – recording and investigation of incident form. The contractor shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The contractor must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Should there be an incident, the client must be notified within 24-hours of the occurrence.

The client reserves the right to participate in all investigations into accidents or incidents.



7.13 Hazards and Potentially Hazardous Situations

The contractor shall ensure that all other contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

7.14 Personal Protective Equipment and Clothing

The contractor shall comply with OHSA requirements to provide PPE.

The contractor shall through the HIRA process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment).

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the contractor.

The contractor must ensure adequate training in the use of PPE is provided to all employees, and proof of training shall be kept at the office for auditing purposes.

Overalls and hardhats shall be identifiable. (Principal contractor different from the other contractor's).

PPE must be provided to visitors as well.

7.15 Safety signage

The contractor must assess the health and safety signage requirements in conjunction with the HIRA's conducted and place the signage at strategic positions on the site works accordingly. The contractor shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, must be replaced.

7.16 Contractors and suppliers

The contractor shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993, with the client and all other contractors appointed by the principal contractor.

The contractor shall also be required to appoint its contractors in accordance with Construction Regulation 7(3).

The principal contractor must ensure all other contractors are issued with the client safety specification where reasonably practicable. The principal contractor shall assist and ensure

contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

8 Health and safety in practice

8.1 Excavations

The contractor shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, must comply with the following requirements:

- The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may affect the excavations stability and the findings are to be recorded and kept.
- All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation.
- The safe working procedure shall be communicated to all employees who may be affected by the work.
- The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- Material excavated shall be removed from the point of excavation and
- Ensure stability of adjoining structures.

The contractor must ensure that a competent person be appointed in writing to control all excavating activities during construction.

8.2 Demolition

The contractor must appoint a competent person in writing to supervise and control all demolition work on site.

The contractor must ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural

engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed and provided to the client on request.

During the demolition, the competent person shall check the structural integrity of the structure at regular intervals determined in the method statement. In order to avoid any premature collapses.

It is important for the contractor to ensure compliance against the requirements of Construction Regulation 14, as the client shall conduct ad hoc inspections to test for compliance.

8.3 Explosives and blasting

The contractor shall ensure where blasting is required with the use of explosives, that compliance with the Explosives Regulations.

The contractor must ensure that all work carried out in under the supervision of a competent person as defined in the Explosives Regulations which requires the competent person to have sufficient training and experience in, and knowledge of, the health and safety aspects of explosives deemed appropriate by the National Explosives Council or any other organisation approved by the chief inspector of occupational health and safety.

The contractor must ensure a detailed blasting plan, emergency plan and site layout plan is submitted for approval to the client.

8.4 Stacking of materials and housekeeping

The contractor must ensure compliance with CR 27 and CR 28 regarding sustained provision of good housekeeping, stacking and storage practices that will be supervised by a person competent and appointed in writing to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.



Housekeeping must also be maintained at all times as this will be inspected and evaluated by the client during monthly audits.

8.5 Hazardous chemical substances

The contractor must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the contractor must ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The first aider must also be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the client at all times.

8.6 Fuel/diesel

- Bulk storage areas must be demarcated, secured and sign-posted with the relevant warning pictograms.
- Bulk storage areas must be adequately bunded to ensure the containment of 110% of the stored product.
- Re-fuelling must be conducted in designated re-fuelling areas only.
- Spill kits must be available at all times in these designated areas.
- The surface of the bunded areas and walls must be of impermeable material.
- The bunded area must be sloped towards a collection pit.

8.7 Construction plant

- All plants` must comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Records of service and maintenance of the vehicles must be of a high standard at all times.
- All plant shall subject to design be fitted with backup alarms and audible indicating devices.
- The contractor shall ensure that all construction plants moving parts are adequately protected.

- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator only.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of a construction plant shall be conducted in accordance with an approved risk assessment.
- The contractor shall ensure all operators are equipped with the necessary PPE namely, safety shoes, overalls, safety glasses, and gloves.
- All plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The principal contractor shall ensure all equipment moving to and from site is adequately secured, and that all contractor's abide by this requirement.

The contractor must provide proof of medical and psychological fitness including training of all operators engaged in the construction activity.

8.8 Transport of personnel

- Should it be necessary for the contractor to transport their personnel to site, only safe vehicular transport must be provided. This shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off site.

8.9 Pressure equipment or gas bottles

The contractor shall ensure they comply at all times with the Pressure Equipment Regulations, with specific reference to the following:

- Ensuring all equipment owned and hired-in pressure equipment, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site for inspection by the client.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment is issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.

- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.
- Ensure proper use and storage of gas during construction which may include trolleys upon which bottles are moved and chains to prevent bottles falling over.

The inspection of these activities will be included in the client's monthly safety audits.

8.10 Fire Equipment

The contractor shall ensure that all fire equipment to be used on site complies with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually and after discharge or visible signs of depressurisation.
- The contractor shall ensure all employees are adequately trained in the safe use of the extinguishers and proof of training is kept on site for inspection by the client.
- The contractor shall ensure a person is appointed to inspect the extinguishers on a monthly basis the results of which are to be entered into a register designed for that purpose.

8.11 Hired plant and machinery

- The contractor shall ensure the following criteria are adhered to when considering hired plant and machinery:
- Hired plant must be checked for safety compliance prior to being accepted for use on site, should a deviation be identified, the client reserves the right to order the removal of such equipment from site.

- Should hired equipment be accompanied by an operator, the contractor shall ensure that the operator's competency be verified, and the operator undergoes an induction training session.
- The contractor shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with the contractor site personnel.
- The contractor shall ensure that all operators are equipped with the required PPE before commencing work on site.

8.12 Scaffolding/working at heights/falsework/temporary works/structures/fall protection

- Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction Regulations 2014 pertaining to these activities with reference to the SABS 085 code of practice.
- Fall protection and rescue planning shall be done in conjunction with the risk assessment process and a fall protection Plan shall be provided to the CLIENT for approval prior any work involving work at heights is conducted.
- All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.
- Deviations found on any scaffolding, will result in the activity being stopped by the client until such time as compliance can be achieved.

8.13 Lifting machinery and tackle

The contractor shall ensure that the use of lifting machinery and tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on lifting machines and lifting tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all lifting machinery and tackle.
- Records shall be kept of all lifting machinery and tackle inspections and load tests.

- Load tests shall be conducted a minimum of once per annum and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksman who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The operators shall be tested for medical fitness.

8.14 Ladders and ladder work

The following requirements shall be complied with regarding ladders and ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and choked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum of once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

8.15 General machinery

In accordance with General Machinery Regulation 2(1), the contractor shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act No. 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The contractor shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.

- The contractor shall ensure that records are maintained of all services conducted.
- The contractor shall provide to the client a copy of the above appointments prior to work commencing on site.

8.16 Lighting and power

The contractor shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems and installed by an approved authority.

The contractor shall ensure that

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.
- Lighting shall be provided to ensure adequate visibility under all conditions.
- Lighting and electrical installations shall be weatherproof.

8.17 Public health and safety

In the interests of public safety, the contractor shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

8.18 Night work

Night work shall only be conducted upon approval by the client, with the same safety standard being applied for these activities as with day work activities.

8.19 Facilities for safe keeping/eating areas

The contractor shall ensure that adequate facility is provided for the personnel on site.

The area shall be providing the following:

- Sufficient seating
- Seating under cover
- Protected change room
- Toilets

- Hand wash facility
- Potable water

No food preparation shall be permitted on site and designated eating areas will be made to allow adequate seating.

Waste bins must be provided with plastic liners and must be strategically placed and cleared regularly.

8.20 Electrical Installations and Machinery

The contractor shall comply with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988 and ensure the following:

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;

- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site

8.21 Concrete works

The contractor shall ensure no person may cast concrete, until authorization in writing has been given by the competent person.

8.22 Roof works

Where roof work is being performed on the construction site, in addition to the fall protection plan, the contractor shall ensure that;

- the roof work has been properly planned;
- the roof erectors are competent to carry out the work;
- no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
- all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
- suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

8.23 Ergonomic Risk Management and Controls

Ergonomic risk factors are characteristics of a job that contribute to the creation of ergonomic stress on the body. Risk factors are present at varying levels for different jobs and tasks.). The big three ergonomic risk factors are force (how much you lift/push/pull), repetition (how often you perform the task), and posture (body position). Other potential ergonomic risk factors include vibration, contact stress, sustained exertions, and cold temperatures.

- The contractor must ensure the application of the hierarchy of controls to reduce ergonomic risks.
- **Eliminate or substitute:** Where possible, eliminate or substitute tasks with high ergonomic risk. Consider mechanization, automation, or alternative methods.
- **Engineering controls:** Implement engineering controls to reduce risk at the source. This includes:
 - Workstation design: Provide adjustable workstations for different heights and tasks, ensure adequate clearance for movement, and minimize awkward postures.
 - Tools and equipment: Choose lightweight, ergonomically designed tools with comfortable grips and low vibration.
 - Material handling: Use mechanical lifting equipment whenever possible. Train workers in proper manual handling techniques.
 - Administrative controls: Implement administrative controls to manage work practices and reduce exposure: (Introduce work-rest schedules to prevent fatigue and allow for postural changes.)
 - Job rotation: Rotate workers between tasks with different ergonomic demands.
 - Training and awareness: Train workers on proper ergonomics, risk identification, and safe work practices.
- **Additional Considerations:**
 - Personal protective equipment (PPE): While not a primary control, PPE like padded gloves or back supports can offer additional protection in specific situations.
 - Maintenance and inspection: Regularly inspect and maintain workstations, tools, and equipment to ensure they remain ergonomically sound.

- Monitoring and evaluation: Continuously monitor the effectiveness of implemented controls and update the risk assessment and plan as needed.

8.24 Dust Management

The Contractor shall Conduct dust exposure risk assessment;

- Identify all tasks and activities that generate silica dust (e.g., cutting concrete, sandblasting, bricklaying).
- Evaluate the potential for dust generation and worker exposure for each activity. Consider factors like dust particle size, ventilation, work practices, and duration of exposure.
- Implement Controls; Elimination: If possible, eliminate dust-generating tasks by using alternative materials, techniques, or tools.
- Substitute materials with lower silica content or use dust-suppressing alternatives like wet cutting instead of dry cutting.
- Use of local exhaust ventilation (LEV) (Use on-tool dust extraction systems or localized exhaust hoods near dust-generating activities).
- Wet suppression using water spray systems to suppress dust during cutting, drilling, or other activities.
- Enclose dust-generating processes whenever possible.
- Develop safe work practices that minimize dust generation, like working downwind of dust sources.
- Regularly clean up dust accumulations to prevent airborne exposure.
- Schedule dust-generating activities when fewer workers are present or outdoors when feasible.
- Train workers on the hazards of silica dust, safe work practices, and proper use of PPE.
- As a last resort, provide appropriate PPE like respirators certified for silica dust protection. Ensure proper fit and maintenance.
- Regularly monitor worker exposure levels to silica dust to assess the effectiveness of controls and identify any gaps.
- Implement medical surveillance programs for workers exposed to silica dust to detect early signs of health problems.

- Communicate the risks of silica dust exposure and the implemented controls to all workers. Encourage their participation in safety efforts.
- Conduct Silica Dust Surveys to identify sources and levels of silica dust in the workplace.

8.25 Asbestos Handling and Disposal

- The contractor shall stop any work should there be a discovery of asbestos and inform the Client/Agent.
- No asbestos work shall be carried out prior to the approval of an Approved Inspection Authority who will assess and confirm that all control measures are in place before work may commence.
- The contractor shall ensure only an approved Asbestos contractor may be subcontracted and proof of registration should be kept as records.
- The contractor shall ensure the registered contractor submits a plan regarding asbestos work which includes; barricading and access control requirements, erection of warning signs, comply with task specific PPE, specify the handling, storage and disposal methods of asbestos in terms of the Asbestos Abatement Regulations of 2020.

8.26 Registers

The contractor shall ensure registers are available at the site offices at all times for inspection. Some of the registers required for this site are tabled below. The list is by no means exhaustive and the should be updated if unlisted activities require a register applicable and at what frequency they are going to be maintained.

ACTIVITY	FREQUENCY	FORMAT
Formwork / Support work	Daily, prior to any shift	
Excavation work	Daily, prior to any shift, after rain or blasting or after unexpected fall of ground	
Scaffolding	Daily, prior to any shift, after Rain or blasting.	
Material hoist	Daily	
Construction vehicles and mobile plant	Daily	

Temporary electrical installation	Weekly	
Stacking	Weekly	
Ablution facilities	Weekly	
Ladders	Weekly	
Incident register in terms of GAR 9	As Required	Annexure 1 WCL 2
Fall protection equipment	Daily	
Portable electrical tools	Weekly	
Suspended platforms	Daily	
Accommodation of traffic	Daily	
Firefighting equipment	Weekly	
Hand tools	Daily	
Visitor induction	Daily	
Proof of medical surveillance for every construction worker has been done	As Required	Annexure 3 of CR

8.27. Legal Appointments

LEGAL APPOINTMENTS AS REQUIRED IN THE CONSTRUCTION REGULATIONS			
Item	Construction Regulation	Appointment	Responsible Person
1.	5(1)(k)	Principal Contractor	Client / Agent
2.	6	Designer	Client / Agent
3.	7(1)(c)(v)	Contractor	Principal Contractor
4.	7(2)(c)	Sub-Contractor	Principal Contractor
5.	8(1)	Construction Manager	Principal Contractor
6.	8(2)	Assistant Construction Manager	Principal Contractor
7.	8(5)	Construction Safety Officer	Principal Contractor
8.	8(7)	Construction Supervisor	Principal Contractor
9.	8(8)	Assistant Construction Supervisor	Principal Contractor
10.	9(1)	Person to carry out risk assessment	Principal Contractor
11.	9(4)	Trainer/Instructor	Principal Contractor

12.	10(1)(a)	Fall protection planner	Principal Contractor
13.	11(2)	Competent structure inspector	Principal Contractor
14.	6(2) & 12(1)	Temporary Works Designer	Principal Contractor
15.	12(2)	Temporary Works Supervisor	Principal Contractor
16.	13(1)(a)	Excavation supervisor	Principal Contractor
17.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Principal Contractor
18.	13(2)(k)	Explosives expert	Principal Contractor
19.	14(1)	Supervisor demolition work	Principal Contractor
20.	14(2) + (3)	Demolition expert	Principal Contractor
21.	14(11)	Explosives expert	Principal Contractor
22.	16(1)	Scaffold supervisor, Scaffold erector & Scaffold Inspector	Principal Contractor
23.	17(1)	Suspended platform supervisor	Principal Contractor
24.	17(2)(c)	Compliance plan developer	Principal Contractor
25.	17(8)(c)	Suspended platform expert	Principal Contractor
26.	17(13)	Outrigger expert	Principal Contractor
27.	18(1)(a)	Rope access supervisor	Principal Contractor
28.	19(8)(a)	Material hoist inspector	Principal Contractor
29.	20(1)	Bulk mixing plant supervisor	Principal Contractor
30.	20(2)	Bulk mixing plant operator	Principal Contractor
31.	21(2)(b)	Explosive actuated fastening device expert	Principal Contractor
32.	21(2) (g) (i)	Explosive actuated fastening device controller	Principal Contractor
33.	22(a)	Tower crane supervisor	Principal Contractor
34.	22(e)	Tower crane operator	Principal Contractor
35.	23(1)(d)(i)	Construction vehicle and mobile plant operator	Principal Contractor
36.	23(1)(k)	Construction vehicle and mobile plant inspector	Principal Contractor
37.	24(d)	Temporary electrical installations inspector	Principal Contractor
38.	24 (e)	Temporary electrical installation controller	Principal Contractor
39.	28 (a)	Stacking and storage supervisor	Principal Contractor

40.	29 (h)	Fire equipment inspector	Principal Contractor
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NB: Upon completion of the construction work the principal contractor, must hand over to the Safety Department/Client Agent, all health and safety files including a record of all drawings, designs, materials used and other similar information concerning the completed structure, in accordance to Construction Regulations 7(1) (e).

Client	National Department of Public Works and Infrastructure
Project Name	Maluti Magistrate Court: Planned Maintenance, Repairs and Refurbishment
Date	02 August 2024
Revision	00
Authors	Viwe Mngambi-Maliti

METHODOLOGY

Level	Description of Consequence or Impact	Consequence	Risk Rating		
			Likelihood/Probability		
			L	M	U
H(1) High	Potential death, permanent disability or major structural damage. Off-site release not contained, significant detrimental environmental impact	H(1) High	1	1	2
M (2) Medium	Potential temporary disability or minor structural damage. On – site release contained. Short term detrimental environmental impact	M (2) Medium	1	2	3
L(3) Low	Potential incident that has the potential to cause persons to require first aid. Minor level clean with no short-term environmental impact	L(3) Low	2	3	3
Level	Likelihood/ Probability	Action Required	Escalation		
Likely	High	Immediate action required. Competent supervision, risk assessments, safe work procedures. Risks to be controlled and closely monitored	Report to Client Agent		
Moderate	Could happen	Mandatory action required. Competent supervision, risk assessments, safe work procedures. Risks to be controlled and closely monitored.	Report to Contracts Manager and Client Agent		
Unlikely	May occur only in exceptional circumstances	Supervision, training, safe work methods, toolbox talk	Report to Contracts Manager		

HAZARD IDENTIFICATION, RISK ASSESSMENT AND IDENTIFYING CONTROLS

Statutory Requirements

Section 8 of the OCCUPATIONAL HEALTH and SAFETY ACT 1993 (Act no. 85 of 1993), requires inter alia that the employer shall establish as far as is reasonably practicable, what the hazards to the health and safety of persons are attached to any work which is performed, further establish what precautionary measures should be taken with respect to such work and he shall provide the necessary means to apply such precautionary measures. The construction regulations 2014 further requires that a baseline risk assessment for an intended construction work project be compiled and a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment to be prepared.

Application

The Principal Contractor shall establish, implement and maintain a procedure(s) for the on-going hazard identification, risk assessment, and determination of necessary controls.

The procedure(s) for hazard identification and risk assessment shall consider:

- ✓ routine and non-routine activities;
- ✓ activities of all persons having access to the construction site;
- ✓ human behaviour, capabilities and other human factors;
- ✓ identified hazards originating outside the construction site capable of adversely affecting the health and safety of persons or project progress under the control of the construction work site;
- ✓ hazards created in the vicinity of the construction site by other work-related activities under the control of other contractors;
- ✓ any applicable legal obligations relating to risk assessment and implementation of necessary controls;
- ✓ the design of work areas, processes, installations, machinery/equipment, operating procedures.

The Contractor's methodology for hazard identification and risk assessment shall:

- ✓ be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive; and
- ✓ provide for the identification, prioritization and documentation of risks, and the application of controls, as appropriate.

Before the construction work start, the Baseline Risk Assessment is a theoretical assessment before the construction start in order to highlight the foreseen hazards, but this is not intended to be seen as an absolute 100% of hazards that may occur.

The Principal Contractor or their appointed Contractor should make use of this risk assessment as a baseline and then consider all possible hazards that may be presented due to their specific scope of work and develop a site-specific risk assessment.

This Baseline Risk Assessment provides recommendations regarding the control measures, it is however the Principal Contractor duty to ensure that detailed control measures are addressed in the applicable unique Risk Assessment by the Principal Contractor or their appointed Contractor.

The risk rating is deliberately rated high because there are no controls in this and without the required controls the possibility of the potential risk is high, as indicated.

PROJECT BASELINE RISK ASSESSMENT

Task	Potential Hazard	Potential Risk	Controls	H-S-E Classification	Risk Rating	Legal Reference
1. FILE APPROVAL & ADMINISTRATIVE REQUIREMENTS	File Approval as per OHS Requirements and Client Specification	Work commencing prior to file being available and approved. No valid registration with COID. Expired Documentation (e.g. competencies, equipment load test, medicals, work permits) Documentation not available or approved as per required Client Spec and OHS act.	- No Work shall commencement until all approvals have been signed off. - Client Health and Safety specification. - Baseline Risk Assessment - Site Conditions evaluation	H & S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Legal Appointments and Competency	Employees appointed not in possession of required or valid competencies as per Client Spec and OHS Act. Appointment not as per legal requirements. Lack of experience for appointed position.	- No Work Commencement until approval has been signed off. - Reference made to Client Health and Safety Specification. - Reference made to Baseline Risk Assessment	H & S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Required legal documentation as per OHS act	Documentation not Site Specific. Policies and Procedure not in place and approved. Employees not trained in Policies and Procedures and legal requirements.	- No Work commencement until approval has been signed off. - Baseline Risk Assessment available - Training matrix provided - Communication of required documentation	H & S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Risk Identification	Method of works not site specific Risk identification not in place or conducted Risk identification not site specific Risk controls not sufficient Risk Assessor not competent	- No Work Commencement until approval has been signed off. - Baseline Risk Assessment drawn up - Method Statement of Tasks available	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

	Construction Work Permit/notification	Starting Work without construction work permit/notification, work being stopped and possible fines by the labour department	Client to apply for the Permit for Construction work or appoint the CHS Agent to apply on his or her behalf and obtain the permit before any work can be done on site.	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Medical certificate of fitness	Employees not in possession of a valid medical certificate of fitness in the form of an Annexure 3. The medical assessments must be conducted by a registered Occupational Health Practitioner.	<ul style="list-style-type: none"> - Medical fitness certificates must be validated by the principal contractor to ensure adherence to the minimum requirements and validity of the document. - This should be made available prior to commencement of works 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Client and Designer Duties	Client not following requirements as stipulated in the regulations. Designers not appointed in writing and not made aware of their duties. Designers not following their legal duties throughout the project.	<p>Client to follow legal requirements as stipulated in the regulations before and during the construction process.</p> <p>Designers on the project to sign agreement in acknowledgement of their duties on the project.</p> <p>Designers to conduct the required inspections and review the required documentation as stipulated in the regulations.</p>	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

	Temporary hoarding to separate public and construction work.	Failure to follow specific position as required. Disruption of services during the erection of hoarding.	<ul style="list-style-type: none"> - Fence installation areas to be demarcated with netting when posts and fence is being installed. - Movable hoarding must be secured with weights at the base of the hoarding to prevent displacement. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
Site Establishment	Security	No security in place at entrances to construction site. Unauthorized entry to site. Theft of materials and equipment.	<ul style="list-style-type: none"> - The principal contractor must appoint full time security personnel to control the access onto site at all times. - Dedicated access control signbooks to be available for visitor sign ins. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Access control	Access control measures not in place at access gates. Accessing site from unsafe areas. Unauthorized entry onto site due to lack of access control measures.	<ul style="list-style-type: none"> - Only designated access gates manned by the security may be unlocked. - Only use access gates approved by the client. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Site Clearing	Use of unsafe mobile plant or machinery. Damage of site fence due to site clearing operations. Damage to existing services not marked or pointed out to the Principal Contractor. Employees being struck by moving plant working in the area. No dust control measures in place. Removing trees unsafely. Damage to neighboring properties. Several construction vehicles and mobile plant operating in confined space area and unsafe / uncontrolled interaction with employees on site. Construction vehicle and mobile plants reverse hooters not working. Unsafe stockpiles of soil or other materials on site. Unauthorized removal of	<ul style="list-style-type: none"> - All services on site must be pointed out by the client to the principal contractor. - Safe distance from site fence and services must be established by contractor and must be maintained and marked. - Dust control measures must be implemented by the principal contractor as determined by the environmental requirements. - All construction vehicles on site must be inspected when delivered to site to ensure adherence to the legal requirements before any usage of the 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		indigenous & endangered fauna & flora.	plant			
	Site establishment - Transporting containers / temporary offices to site. - Offloading and placement of containers / offices.	<ul style="list-style-type: none"> - Safety signs and notice boards not placed close to entrance of main gate. - Lay down areas not off sufficient size. - Not informing employees and public what the site rules are. - crush injuries and falling objects due to manual handling - Incorrect placement / position of containers / site offices. - Tripping hazards / Fall risk 	<ul style="list-style-type: none"> - Mandatory signage must be installed at the gates leading to site. - Installation of offices must be done under the supervision of a competent person. - Site allowed speed limit to be displayed and adhered to 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Employee facilities	<p>Insufficient employee facilities on site, causing employees to pollute the site. Polluting the environment. Facilities not being cleaned and maintained.</p> <p>No changing facilities available for employees on site.</p> <p>No sheltered eating areas available for employees on site.</p> <p>No toilet facilities provided for employees</p>	<ul style="list-style-type: none"> - There must be toilet facilities provided in line with legal requirements for each sex working on site. - Facilities to be cleaned daily by appointed members as per specification requirements. - Eating areas to be established at a safe and secure location on site. - Waste bins to be placed at strategic locations throughout site. - Changing facilities to be provided to contractors / employees. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Exit / entry into the public roads	<p>Injuries to pedestrians / members of public.</p> <p>Collision with public vehicles.</p> <p>No points men / flagmen positioned at access gates.</p>	<ul style="list-style-type: none"> - Construction vehicle turning areas must be fitted with the applicable signage. - Areas effected next to public way must have designated flagmen. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		No warning signage displayed at the access gates to site for vehicles turning. No stop and go process in place should it be applicable.				
2. Site Activities	Material & equipment handling. Receiving and off-loading andloading of equipment and/or material	Delivery vehicle driver not familiar with the site. Driver not instructed on site rules. Vehicle parking in unauthorized area. Loads incorrectly / unsafely off loaded from vehicle. Loads incorrectly loaded onto vehicle or stacked incorrectly. No wayleave in place when offloading materials in public road. Materials have moved on / inside truck or delivery vehicle making it unstable. Overloading of vehicle. Materials falling onto employee. Employee handling materials sustaining hand injuries. Materials offloaded in the incorrect area / unsafe area.	- Must be done under the supervision of an appointed competent inspector - Must be loaded at designated areas only. Must be demarcated when loads are off loaded. -Employees must be provided with the PPE	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Interface with adjacent construction activities of other contractors.	No communication with other contractors on premises in close vicinity of work area	Must communicate daily regarding items that may affect 3 rd party or site access as well as other site activities.	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Live court interface	Insufficient protection of neighboring premises by not using safety screens/ hoarding and barricading. No communication with the court officials regarding noise levels, dust levels and working hours. No / insufficient dust control. Surrounding roads not cleaned at regular intervals.	Communicate with the court regarding any items that may affect their activities or access. Keep the court areas clean and free from any debris or material.	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

	Night work / After-hours work	No supervision / inadequate supervision on site during after-hours work. Inadequate illumination. Insufficient breaks. Exposed to extreme temperatures (cold). Use of drugs on site.	<ul style="list-style-type: none"> - May only commence after client approval is obtained. - Must in line with the working hour requirements as legislated. - Must be done under strict site management and supervision. - Emergency structure must accommodate night work. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Concrete breaking/ demolition works	Incorrect position and concrete chute not correctly positioned. Slipping and falling of breakers due to incorrect handling. Overloading of surface with building rubble accumulating.	<ul style="list-style-type: none"> - To commence under competent supervision. - Employees must be trained in the procedures to follow. - Material used for breaking must be inspected before and during use to ensure the safety of personnel. - Employees must be provided with the PPE. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Jack hammer / breaker operations	Employees not wearing the correct personal protective equipment while using jack hammer. Hand and arm vibrations can cause whitefinger syndrome. Injury to back and joints from manual handling. Damage to hearing from constant noise. Electrocution from faulty equipment or from operating in wet areas. Operator losing control over the tool. Foreign objects entering employees' eyes. Damage to existing services.	<ul style="list-style-type: none"> - To commence under competent supervision. - Employees must be trained on the equipment procedures. - Material used for breaking must be inspected before and during use to ensure the safety of personnel. - Employees must be provided with task specific PPE. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Asbestos handling	Employees not wearing correct PPE No risk assessment performed Inhalation/ ingestion of Asbestos	<ul style="list-style-type: none"> - Operations to be under competent supervision. - Employees must be trained on asbestos 	H&S&E	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		Containing Materials Employees not trained Storage and disposal method not identified.	<ul style="list-style-type: none"> handling and work at heights. - Proper storage and safe disposal method to be established. - Only approved asbestos contractor to handle operations. - Adequate and task specific PPE to be issued. - Asbestos to be disposed at a registered landfill site and proof of disposal obtained 			
	Operating of construction vehicles and mobile plant Transport of employees & materials to site.	<ul style="list-style-type: none"> - Vehicle crash on site. - Unauthorized use of construction vehicle and mobile plant. - Operator of construction vehicle not competent. - No reverse hooter installed / not in working condition. - Operator not conducting pre-start inspection on machine before operating. - Operator leaving the vehicle / plant unattended whilst the engine is still running or with the key still in the ignition. - Operator speeding on site. - Construction vehicle / mobile plant parked at an incline without stop blocks being put in place behind the wheels. 	<ul style="list-style-type: none"> Must be operated by appointed trained and medically fit operators. - Must be inspected daily before use. - Must be parked / stored onsite only at secured areas. - May not work near excavation edges. - Must have safe means of access. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Working at heights / elevated positions	<ul style="list-style-type: none"> - Falling objects - Not hooking safety harness catch to anchor point. - Anchor point not secure or strong enough. - Deliberately dropping materials or equipment. - Not keeping all debris, rocks, scraps and rubble away from the work area 	<ul style="list-style-type: none"> - Employees required to work at heights must be formally trained for the task at hand. - Anchorage points must be certified by a competent person before being used. - Fall arrest or restraints to be inspected before use. - Tools to be 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		edges. - Employees working at heights not certified to work at heights. - Employees allowed to work at heights who is not medical fit and not in possession of a valid medical certificate of fitness. - No rescue plan in place for employees working at heights.	secured while working at heights to prevent falling objects.			
	Fall protection	- No site and task specific fall protection plan available for the work at hand. - Employees not trained on the fall protection plan. - Fall protection plan not compiled and approved by a competent and approved fall protection planner. - Fall protection plan not implemented and maintained throughout project.	- Competent fall protection planner to be appointed and must compile and sign off the fall protection plan. - Fall protection plan to address all site-specific conditions. - Fall protection plan to be implemented before heightwork can commence. - Fall protection plan to be updated throughout the project should the need arise for scope changes.	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Lifting Equipment - Tower crane erection / operation and dismantle	- No records of service inspection not carried out prior to lifting operations - Load not determined/overloading	- Must be done under strict competent supervision. - Avoid overloading. - Area to be barricaded during lifting operations - Signaler to be present.	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Structures/demo litions	- No structure inspections being done to prevent any part of the structure from being overloaded or becoming unstable. - The structure information not being made available on site to ensure the designs are being complied with. - Structure records and maintenance not done by the	- Strict adherence to allowable loads must be maintained. - Structure designs to be available on site if any uncertainty arises or information is required. - The client to ensure	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		owner. - Structure not inspected as legislated in the regulations.	that structure inspections are conducted as legislated.			
	Temporary Works General working operations on temporary works.	<ul style="list-style-type: none"> - Temporary works not designed by appointed Engineer. - Temporary works not being signed off by appointed Engineer prior to using temporary works. - Temporary works not being inspected on a daily basis by competent, appointed person. - Temporary works erected by incompetent employees / erectors. - Temporary works not adequately erected, supported, braced and maintained by competent person. - Temporary work structure not erected according to the design. 	<ul style="list-style-type: none"> - Must be designed and inspected by a competent appointed person as per the specification requirements. - Must be inspected daily. - Must have detailed designs available upon request. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Edge barricading Erecting & dismantling of edge barricading.	<ul style="list-style-type: none"> - No solid edge barricading installed on all open edges of buildings / excavations where there is a fall risk to employees. - Edge barricading not secured into position. Only installing guard rails and no knee rails in scaffolding tubing or similar system. - Edge barricading not inspected daily. 	<ul style="list-style-type: none"> - Must comply to the site requirements. - Must be inspected daily to ensure compliance. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Scaffolding	<ul style="list-style-type: none"> - Scaffolding not being erected in accordance to SANS 10085 standards. - Trained and appointed scaffolding team not available on site. - Employees working at heights not certified to work at heights 	<ul style="list-style-type: none"> - Must be designed and inspected by a competent appointed person as per the specification requirements. - Must be inspected daily. - Must be signed 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		<p>in accordance with the SAQA requirements for working at heights training.</p> <ul style="list-style-type: none"> - Employees allowed to work at heights who is not medical fit and not in possession of a valid medical certificate of fitness. - No rescue plan in place for employees working at heights. - Scaffolding erected on uneven ground level. 	<p>off as safe for use with signage clearly displayed before employees may commence with scaffolding work.</p>			
	Ladders	<ul style="list-style-type: none"> - Damaged ladder being used on site. - Ladders not inspected before use. - Ladders not positioned on level ground surface. - Employee using ladder unsafely. - Materials (tools & equipment) falling from ladders. - Ladders not clearly marked / register. - Ladders not fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends of the stiles. 	<ul style="list-style-type: none"> - Must be inspected before use. - Must be fit for purpose. - Must be stored in secured location without damaging equipment. - Must be removed from site if found damaged or defective. - Employees must be provided with the PPE. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Formwork - general erection / dismantling and lifting and placing large panels, work on support decks	<ul style="list-style-type: none"> - Tools, working at height, load, unsecured deck - No engineer's approval - Collapse of temporary works 	<ul style="list-style-type: none"> - Injuries due to falling tools and load or deck collapse. - Operations to be done under supervision. - Plans and method statement to be approved by the engineer prior to commencement. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

Excavations - using manual labour & motorised plan Excavations	<ul style="list-style-type: none"> - Damage to underground services - Incompetent operators - Inadequate tools - Limited areas - No signage 	<ul style="list-style-type: none"> - Operations to be done under competent supervision. - Tools to be inspected and registers completed. - Signage to correspond with site activities. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
Electrical Tools	<ul style="list-style-type: none"> - Incorrect use of the equipment. - Persons not properly trained. - Tools not inspected prior to use or issue. - Injuries due to materials being ejected. - Electrical fires. - Moving parts – entanglement. - Vibration. - Dust inhalation. 	<ul style="list-style-type: none"> - Must be inspected before use. - Must be fit for purpose. - Must be stored in secured location without damaging equipment. - Employees must be provided with the PPE. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
Hand tools	<ul style="list-style-type: none"> - Tools not inspected prior to use or issue. - Strike injuries to hand. - Make-shift hand tools being used. - Cuts from sharp blades. 	<ul style="list-style-type: none"> - Must be inspected before use. - Must be fit for purpose. - Must be stored in secured location without damaging equipment. - Must be removed from site if found damaged or defective. - Employees must be provided with the PPE. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
Housekeeping	<ul style="list-style-type: none"> - Materials / equipment not stored properly. - Waste, scrap and debris not removed from site at appropriate intervals. - Materials on site obstructing means of access to and from site / work areas and passageways / walkways. - No weekly housekeeping checklist completed 	<ul style="list-style-type: none"> - Must be done daily. - Waste and rubble to be removed from site at appropriate intervals. - Employees must be provided with the PPE as per risk assessment 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
Stacking and storage	<ul style="list-style-type: none"> - Material pallets double stacked and not secured by being tied or wrapped. - Brick pallets double stacked next to public areas. - No Stacking & storage supervisor appointed. 	<ul style="list-style-type: none"> - Must be done under appointed supervision. - Must be done as per site requirements at designated areas clearly marked and 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		<ul style="list-style-type: none"> - Laydown areas not inspected weekly by appointed person. - Use of an unsuitable pallet for the loading or storage methods of bricks and other materials. - Continued use of damaged pallets. - Insufficient storage areas provided. - Storage areas not demarcated and clearly identified. - Storage areas not kept neat and under control. - Employees removing materials from the bottom of the stack and not from the top. 	<p>demarcated.</p> <ul style="list-style-type: none"> - Employees must be provided with the PPE as per risk assessment 			
	Storage and use of flammable liquids	<ul style="list-style-type: none"> - Flammable liquids, solids, and gases not stored correctly. - Required notices and signs not clearly displayed in the area where flammable liquids, solids or gases are stored / located. - No fire extinguishers / insufficient fire extinguishers available in close proximity. - Material safety data sheets not available & not communicated with employees. 	<ul style="list-style-type: none"> - All flammable liquids to be stored in a lockable, well-ventilated and bunded store - Signage to be displayed indicating no naked flames and fire hazard - Fire extinguisher to be located outside the flammable store - All flammables kept in store to have corresponding material safety data sheets 	H&S&E	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Flame cutting and welding	<ul style="list-style-type: none"> - Effect the structural integrity of the structure if welding is not done correctly. - welding emissions not being controlled. - No flashback arrestors installed on gas welding equipment. - Gas welding & cutting: - Fire extinguisher not available in nearby vicinity. 	<ul style="list-style-type: none"> - May only be used by trained and appointed employees. - Must be stored in line with the manufacturer's specifications. - Employees must be provided with the PPE as determined in the task risk assessment - Working areas to be clearly marked via signage. - Always have 	H&S&E	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

			sufficient firefighting equipment available.			
	Electrical installations	<ul style="list-style-type: none"> - No COC issued for permanent / temporary electrical installations. - Temporary electrical installations not inspected weekly by competent, appointed person. - Contractor conducting electrical installation work not registered with the Department of Labour as an electrician. 	<ul style="list-style-type: none"> - Electrical installer to be trained and in possession of the Wireman's license - All Electrical works to be done under constant supervision. - Must be done in line with engineer's requirements. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Roof structures and ceiling works/installations	<ul style="list-style-type: none"> - Roof structure not secured properly. - Insufficient temporary bracing. - Tools falling down top areas below. - Incorrect levels and alignment. - Employees erecting structure falling from height. - Scaffolding not erected and inspected by appointed competent person. 	<ul style="list-style-type: none"> - Employees must be medically fit to work at heights and must be trained at fall risk work. - Must be done in close reference to fall protection plan. - Employees must be provided with task specific PPE. - Must be done under constant supervision. - Must be done in line with task risk assessment to ensure the safety of employees. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Roof coverings / Sheeting / Tiling etc.	<ul style="list-style-type: none"> - Inadequately secured sheets. - Tools could fall down. - Overloading of structure with covering. - Falling objects. - Not hooking safety belt catch to anchor point. - Anchor points not secure or strong enough. 	<ul style="list-style-type: none"> - Task specific PPE to be issued to Employees - Task to be done under constant supervision. - Must be done in line with task risk assessment to ensure the safety of employees. - Employees must be 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		<ul style="list-style-type: none"> - Deliberately dropping materials or equipment. - Safety belts not inspected regularly. 	<ul style="list-style-type: none"> - medically fit to work at heights and must be trained at fall risk work. - Must be done in close reference to fall protection plan. 			
	Cladding	<ul style="list-style-type: none"> - Unsafe working platforms used to install cladding. - Employees not trained to do specific cladding. - Using hoists to do cladding on site without authorization. 	<ul style="list-style-type: none"> - risk assessment - Must be done under constant supervision. - Must be done in line with task risk assessment to ensure the safety of employees - Employees must be provided with the PPE as determined in the task 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Concrete Pouring	<ul style="list-style-type: none"> - Incompetent driver or personnel under the influence of alcohol or drugs - Insufficient PPE for use during concrete pour - Walking on uneven ground while vibrating concrete - Serious accidents on site involving employees - Ingestion of concrete mix, eye irritations and skin irritations - Tripping and falling on steel resulting in injuries 	<ul style="list-style-type: none"> - To commence under competent supervision. - Employees must be trained on the pouring procedures to follow. - Material used for pouring must be inspected before and during use to ensure the safety of personnel. - Employees must be provided with the PPE. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Road surfaces & Landscaping	<ul style="list-style-type: none"> - Incompetent operators for various compacting machinery - Exposure to noise and dust - Use of asphalt/bitumen - Collision of plant 	<ul style="list-style-type: none"> - To complete task under competent supervision. - Adequate PPE per task to be provided including visible reflective clothing. - Employees to be trained on the task. - All work areas, holes and excavations to be securely barricaded or fenced off. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

	General Construction works	<ul style="list-style-type: none"> - Working with silica (cement dust) during the mixing of mortar - incompetent bricklayers not following building standards and regulations. - Strong paint fumes in a poorly ventilated environment - Insufficient working at height equipment - Spillages, wrong cleaning of painting tools and disposal of empty paint containers. - Noise and dust exposure - Insufficient work spaces - Lifting heavy loads - Inclement weather - No risk assessment conducted on PPE requirements vs activities conducted on site - Occupational Health related diseases and infection. 	<ul style="list-style-type: none"> - All works to be undertaken under constant strict supervision - PPE to be provided - Training on risk on various task risk assessment to be done - Ensure adequate ventilation - Loads to be shared if mechanical lifting means not available. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
	Community unrest	<ul style="list-style-type: none"> - Incorrect recruiting of site personnel - Non-payment of employees - Poor communication - Unhappy community members disturbing progress - Property damage 	<ul style="list-style-type: none"> - Clear communication lines between the project and community representatives. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

4. Emergency Preparedness and Procedures

Emergency preparedness and response	<ul style="list-style-type: none"> - Principal Contractors' emergency plan and procedures not issued to employees and subcontractors on site . - Emergency plan not communicated with employees and subcontractors. - Emergency contact numbers not made available and displayed in prominent areas onsite. - No competent Emergency evacuation controller appointed. 	<ul style="list-style-type: none"> - Employees must be trained on the emergency plan when. - Emergency assembly areas to be clearly marked and maintained throughout the project duration. 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
Incident Reporting procedures Reporting of incidents to Department of Labour	<ul style="list-style-type: none"> - Incidents not reported - Incident not investigated by the Incident Investigator and on time. - Preventative measures not communicated to employees on site. - Employees not being trained on Incident reporting procedures. - No trained First aider appointed. - No first aid kit readily available on site. 	<ul style="list-style-type: none"> - Employees must be trained on the procedures regarding incident management. - Employees to be inducted on the first aid requirements 	H&S	H1	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

EPWP Requirements and Specification



EXPANDED PUBLIC WORKS PROGRAMME CONTRIBUTING TO A NATION AT WORK

Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)

SECOND EDITION • JULY 2005



**National
Treasury**



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Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme (EPWP)

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Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction or projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting engineers and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from www.epwp.gov.za:

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002
- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating to the Labour Intensive Contractor Learnership Programme

Amendments to the first edition incorporated in this second edition

Minor amendments to the text of the first edition have been made to:

- i) change the deadlines for persons in the employ of the contractor to be accredited in respect of the relevant CETA standards;
- ii) align the text with the requirements of the Construction Industry Development Regulations; and
- iii) delete text that has now become redundant.

Terminology

By hand: refers to the use of tools which are manually operated and powered

Form of contract: refers to a document (conditions of contract) published by industry which establishes the rights, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Public body: refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

Abbreviations

CETA: Construction Education and Training Authority

CIDB: Construction Industry Development Board

ECSA: Engineering Council of South Africa

EPWP: Expanded Public Works Programme

FIDIC: French acronym for the International Federation of Consulting Engineers

NEC: New Engineering Contract

NQF: National Qualifications Framework

SANS: South African National Standard

SPWP: Special Public Works Programme

1 Introduction

Labour-intensive infrastructure projects under the EPWP include:

- using labour intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with 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 N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

2 Responsibilities of the public body

2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day);
- sidewalks and non-motorised transport infrastructure
- stormwater drainage; and
- trenching

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix C).

2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

- 10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*
- 10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*
- 10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

2.3 Appointment of consulting engineers and contractors

The public body must ensure that:

- i) the design of the labour intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix C);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix C); and
- iii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix C).

As a concession up to 30 June 2006, persons in the employ of contractors identified in Appendix C who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

3 Contract documentation for consulting engineers and contractors for labour-intensive construction projects

3.1 General

All the standard forms of contract listed in the CIDB Standard for Uniformity in Construction Procurement may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend the approved forms of contract to implement labour based works.

Requirements for labour-intensive works need, however, to be established in the scope of work associated with a contract for both consultants and contractors.

The approved standard forms of contract for professional services use different terms to describe the parties to the contract. These guidelines use the terms employer and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts.

3.2 Contract Documentation for Consulting Engineering Services

The scope of work must establish the manner in which the consultant is to provide the consulting engineering services associated with labour intensive works.

All services relating to the implementation of the works which are to be provided in terms of these Guidelines are normal services in terms of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act published by the Engineering Council of South Africa in terms of a Board Notice. Any changes in the design of the works to incorporate labour intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such ECSA publications.

The following must be included in the scope of work in the contract of employment with a Consulting Engineer:

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).

2. The staff member of the consultant who is responsible for the administration of any works contract involving labour intensive works must have completed the NQF level 5 unit standard "Manage Labour Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, tel: 011-265 5900).
3. The Consultant must provide the Employer with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the National Department of Public Works.
5. The Consultant shall, for monitoring purposes, keep monthly records of and transmit to the Client data obtained from the contractor on the following indicators with regard to workers employed:
 - Project budget
 - Actual Project Expenditure
 - Number of job opportunities created
 - Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
 - Minimum day-task wage rate earned on project
 - Number of person-days of employment created
 - Number of persons who have attended a standard EPWP 10 day accredited training course

The definitions for these indicators are contained in Annexure D of the latest edition of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP). The values for the indicators shall be submitted to the Employer on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za

6. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a) whenever a payment certificate is presented to the Employer for payment; and
 - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

3.3 Contract Documentation for the Works

3.3.1 Notice and Invitation to tender / Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the notice and invitation to tender:

Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.

The following must be included in the tender data in accordance with the provisions of the CIDB Standard for Uniformity in Construction Procurement:

F.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
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F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
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3.3.2 Contract Data

As mentioned in 3.1, any approved standard form of contract for construction works may be used for labour-intensive projects. These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (engineer / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data in the contract with the Employer:

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
- 1.2 In this document –
- (a) "department" means any department of the State, implementing agent or contractor;
 - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
 - (c) "worker" means any person working in an elementary occupation on a SPWP;
 - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
 - (f) "task" means a fixed quantity of work;
 - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
 - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
 - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2 Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
- (a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8 Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.

- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a still-born child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
 - (b) the tasks or job that the worker is to perform; and

- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) the training that the worker will receive during the SPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

- 13.1 Every employer must keep a written record of at least the following –
 - (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
 - (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

16 Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
 - (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the SPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker

who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP;
 - (g) any other information agreed on by the employer and worker.

3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

Appendix E outlines the earthworks which are to be executed by hand in terms of the South African Nation Standard 1921-5.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data . Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

1.1 Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

- 1.1.2 The rate of pay set for the SPWP is R per task or per day.
(Insert value determined by public body in terms of clause 2.2 of these Guidelines)
- 1.1.3 Tasks established by the contractor must be such that:
- a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- a) 60 % women;
 - b) 20% youth who are between the ages of 18 and 25; and
 - c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

1.2.3 Contract participation goals

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026

1.3.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

1.3.5 The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.

1.3.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavateable material

Hand excavateable material is material:

a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

3.3.4 Bill of quantities

Labour-intensive works must be highlighted in the bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, should be included in the pricing Instructions and in the bills of quantities in the pricing data:

1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Description	Unit	Quantity	Rate	Amount
Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

4 Design checklist

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easily identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m the use of small volume local transport, particularly using animal drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilizing agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks. Refer to Appendix A for further details.

APPENDIX A:

SOURCES OF ADDITIONAL INFORMATION

The following sources provide comprehensive information in respect of the following topics:

Topic	Reference	Obtainable from
Besa building system	Agrément South Africa's Guideline 1, The Manufacture of BESA Blocks Agrément Open Certificate OC-1/2003. Agrément Open Certificate OC-2/2003. CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. Part 3: Section 2- The BESA Building System	Agrément South Africa www.agrement@csir.co.za Construction Industry Development Board www.cidb.org.za under the section "job creation"
Brick and block making	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. Part 3: Section 1- Precast Concrete Products, Brick and Block Making	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Bituminous Surfacing	Methods and Procedures Labour Enhanced. Construction for Bituminous surfacings Manual 12, March 1993. SABITA.	Southern African Bitumen and Tar Association.
Bituminous Surfacing	Methods and Procedures Labour Enhanced. Construction for Bituminous surfacings Manual 11, March 1993. SABITA.	Southern African Bitumen and Tar Association.
Conditions of Employment	Code of Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes Ministerial Determination: Special Public Works Programmes	EPWP Unit of the Department of Public Works
Concrete Block Paved Roads	Macleod, Concrete Block Paved Roads: The Development Potential .Construction and Development .Series, Number 8. Development Bank .of Southern. Africa. September, 1993	Development Bank of Southern Africa.
Concrete roads	Low-volume concrete roads by Bryan Perrie	Cement and Concrete Institute www.cnci.org.za
Earthworks	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za) • Part 2: Labour-based construction methods for earth works • Appendix 1: Quantitative Employment Data on Selected Construction Activities	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Labour intensive projects and programmes	McCutcheon, RT (ed) (1993). Interim Guidelines for employment-intensive construction projects. Construction and Development Series Number 2, Midrand: Development Bank of Southern Africa, February 1993 McCutcheon, RT and Marshall J (1996). Labour-intensive Construction and Maintenance of Rural Roads : Guidelines for the Training of Road Builders, Construction and Development Series, Number 14 (Midrand: DBSA, November 1996) McCutcheon, RT and Filip, LM (ed). Employment and high -standard infrastructure. Work Research Centre for Employment Creation in Construction (2003)	Development Bank of Southern Africa School of Civil Engineering, University of the Witwatersrand.

Labour productivities	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. • Appendix 1: Quantitative Employment Data on Selected Construction Activities	Construction Industry Development Board www.cidb.org.za under the section “job creation”
Minimum wages	Wage determination for the Civil Engineering Sector	www.safcec.org.za under the section “human resources”
Monitoring the employment of workers / compliance with the provisions of SANS 1914-5	SANS 10396, Implementing Preferential Procurement Policies Using Targeted Procurement Procedures • Annex G: Implementing employment intensive infrastructure projects which target the increase of employment opportunities generated per unit of expenditure • Annex J: Third party management support	Standards South Africa (division of the South African Bureau of Standards)
Pre-cast concrete works	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. • Part 3: Section 1- Pre-cast Concrete Products, Brick and Block Making	Construction Industry Development Board www.cidb.org.za under the section “job creation”
Preparing procurement documents	CIDB Best Practice Guidelines for Procurement C1: Preparing Procurement Documents SANS 10403, Formatting and Compilation of Construction Procurement Documents	Construction Industry Development Board www.cidb.org.za under the section “job creation” Standards South Africa (division of the South African Bureau of Standards)
Roads	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. • Part 2: Labour-based construction methods for earthworks • Part 4: Section 4 - Foam bitumen gravel • Part 4: Section 5 - Cast in-situ block pavements (hysen cells) • Part 4: Section 6 - Emulsion treated gravel • Part 4: Section 7 - Waterbound macadam • Part 4: Section 8 - Slurry bound and composite macadams • Part 4: Section 9 - Labour-based methods for unsealed roads • Appendix 1: Quantitative Employment Data on Selected Construction Activities	
Rubble concrete masonry	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. • Part 4: Section 2 – Rubble masonry dam construction technology • Part 4: Section 3 – Rubble masonry concrete arch bridge construction technology	Construction Industry Development Board www.cidb.org.za under the section “job creation”
Stormwater drainage	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. • Part 4: Section 1 – Labour-based Open Channel Flow Technology	Construction Industry Development Board www.cidb.org.za under the section “job creation”
Trenches	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za) • Part 2: Labour-based construction methods for earthworks • Appendix 1: Quantitative Employment Data on Selected Construction Activities	Construction Industry Development Board www.cidb.org.za under the section “job creation”

APPENDIX B:

TYPES OF INFRASTRUCTURE WHICH ARE SUITABLE FOR CONSTRUCTION USING LABOUR INTENSIVE METHODS

B.1 Roads

The following operations may be carried out using labour intensive methods:

1. Site clearance
2. Layer work construction including loading, hauling and spreading material.
Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour intensive methods.
3. Where higher standards of roads are to be constructed then the following operations may be included:
 - Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams .
 - Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
 - Slurry treatments to existing or new road surfaces.
 - In situ concrete roads.
 - Segmented block paved roads.
 - Cast in-situ block pavements (hysen-cells);
 - Road markings.
4. Fencing.
5. Erection of road signs.
6. Grass maintenance.
7. Road reserve maintenance.
8. Rubble masonry bridges, culverts and retaining walls

B.2 Stormwater

The following operations may be constructed using labour intensive construction methods:

1. Gabions and reno mattresses.
2. Small diameter pre-cast concrete elements (pipes and arches).
3. Grassed or lined water channels

B.3 Sewers

The following operations may be constructed using labour intensive construction methods:

1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
2. Sewer manhole covers and lids using specially designed pre-cast units.
3. Maturation or flocculation ponds with least dimension not exceeding 100m.

B.4 Water

The following operations may be constructed using labour intensive construction methods:

1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
2. Construction of ferro-cement reservoirs.
3. Excavation for membrane lined and floating roof reservoirs.
4. Construction of small masonry reservoirs.
5. Spring and well protection measures

B.4 Haul of Material

Where the haul of any material exceeds 200m, consideration should be given to the use of local resources for transporting material. This includes the use of animal drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and off loading can be done by hand.

B.5 Electricity

The following operations may be constructed using labour intensive methods:

1. Excavation of trenches for reticulation of all voltages.
2. Excavation for and erection of poles for overhead lines.
3. Installation of all electricity cables (joints and terminations by qualified persons).

B.6 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

1. Manufacture of masonry elements on site.
2. Excavation of all foundation trenches by hand.
3. Manufacture of roof trusses on site.
4. Adoption of the BESA System

Note: 1) In the BESA system walls are constructed using bitumen emulsion stabilised adobe blocks and mortar. External and internal wall surfaces can be finished in a variety of ways using a mortar mix or a cement/sand plaster.

2) The BESA Building System is the subject of an open certificate issued by Agrément South Africa. The concept of an open certificate is that the technology is not the intellectual property of any company or individual and the information is available to anyone who wishes to use it. Any competent person, company or institution who wishes to use this system and is capable of carrying out this work in accordance with the terms and conditions of certification and undertakes to do so, may apply to Agrément South Africa to be registered as a holder of this open certificate.

APPENDIX C: REQUIRED SKILLS PROGRAMMES

C.1 Client/ Employer

It is recommended that personnel within public bodies complete skills programmes for NQF registered unit standards, as set out in Table C.1.

Table C.1: Skills programme for client / employer staff

Personnel	NQF	Unit Standard Title	Skills Programme Description
Senior management and professionals	7	Develop and Promote Labour-Intensive Construction Strategies	Skills Programme against this single unit standard
Middle (technical)	5	Manage Labour-Intensive management Construction Projects	Skills Programme against this single unit standard
Middle (admin)	5	Manage Labour-Intensive management Construction Projects	Skills Programme against this single unit standard

C.2 Consultants

The person responsible for the design and documentation of the labour intensive works, must have completed, or be registered on a skills programme for, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies". (see Table C.2)

The person who is responsible to the employer for the administration of the contract, must have completed, or be registered on a skills programme for, the NQF level 5 unit standard "Manage Labour Intensive Construction Projects". (see Table C.2)

Table C.2: Skills programme for consultants

Personnel	NQF	Unit standard Title	Skills Programme Description
Administrator / Site Supervisor	5	Manage Labour Intensive Construction Projects	Supervisor Skills Programme against this single unit standard
Designer	7	Develop and Promote Labour-Intensive Construction Strategies	Skills Programme against this single unit standard

C.3 Contractors

The unit standards for contractors are outlined in Table C.3.

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

Contractors having a CIDB contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF	Unit standard Titles	Skills Programme Description
Team Leader / Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of the 1 unit standards must be completed
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of the 3 listed unit standards must be completed
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

APPENDIX D:

DEFINITIONS OF PROGRAMME INDICATORS

Person-days of Employment Created

The number of people who worked on a project x the number of days each person worked.

Job Opportunities

1 job opportunity = paid work created for an individual on an EPWP project for any period of time. In the case of social sector projects, learnerships will also constitute job opportunities. The same individual can be employed on different projects and each period of employment will be counted as a job opportunity.

Project Wage

Minimum Daily Wage Rate = daily wage (whether task-rated or time-rated) per individual project. This wage rate must be inserted in the Project tender document as per the EPWP Guidelines.

Training Person-Days

A formal EPWP training course has been arranged by the Dept. of Labour. The number of training person-days attending this course or modules of this course must be captured.

For Other Training 1 training day = at least 7 hours of formal training. The number of Training Person-days is the number of people who attended training x the number of days of training.

A distinction must be made between accredited and non-accredited training person-days.

Project Budget

The project budget = the price tendered by the contractor + the professional fees for the professional service provider appointed to design and supervise the project. The project budget excludes government management & administration costs.

Actual Expenditure

Actual expenditure = the expenditure on the project by the contractor + the expenditure by the professional service provider appointed to design and supervise the project.

The actual expenditure excludes expenditure on government management & administration.

Demographic Characteristics of Workers

The number of workers that fall within the following categories must be recorded:

- Youth (i.e. 18 – 35 years of age)
- Women
- People with disabilities

The definitions contained in the Preferential Procurement Regulations of 2001 for these categories of beneficiaries will be utilised.

PART C3: Scope of Work

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES		
Tender / Quotation no:	MTH02/2025	Reference no:	19/2/4/2/2/6993/3

C3. Scope of Works

C3.1 EXTENT OF THE WORKS

Building A – Court Building

Alterations, renovations, reconfiguration and upgrades to existing combined plaster and paint and face brick finished court building, including electrical, electronic and mechanical installations.

Building B – Garages

Alterations, renovations to existing combined plaster and paint and face brick finished garage building including electrical installations.

Building C – Caretaker House

Alterations, renovations and reconfiguration of the building to offices with plaster and paint finish, including electrical, electronic and mechanical installations

Decanting Site

Construction of decanting site consisting of offices and court rooms using prefabricated structures including walkways and parking including de-establishment and relocation at Practical Completion.

External Works

Driveway, parking, stormwater, sewer and water line, borehole including elevated water storage tank and fencing including gates.

C3.2 ORDER OF THE WORKS

Sectional Completion

Contractor will be given limited access to all works at date of Site possession.

SECTION	DESCRIPTION	DURATION
1.	Construction of decanting site	3 x Months
2.	Alterations, renovations, reconfiguration and upgrades	17 x Months
3.	De-establishment and relocation of decanting site	2 x Months

C3.3 BUILDINGS OCCUPIED

Court buildings will be fully occupied during construction of new decanting site

- Occupied Building are Building A, B and Existing Prefabricated Structures.

Temporal Court Accommodation will be fully occupied during construction.

- Occupied Building are existing prefabricated structures and new decanting site.

C3.4 ACCESS

Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment. Allowance for temporary construction access etc. shall be deemed to be included in contractor's price/bid.

Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained

Identified area for site establishment shall be pointed out to prospective bidders at mandatory site inspection. The contractor shall be liable for security, fencing (if required), water, sewer, ablutions, electricity, etc. for the site establishment area. No Contractor's representatives, worker are allowed to sleep at establishment area or with in court premises

Two (2) Access points to the site, access gate No.1 for Court operations only and gate No.2 for Construction operations only.

C3.5 RESTRICTIONS

The work shall be executed during restricted working hours i.e. 15h00 till 23h00 daily including weekends, work required to be executed outside of these hours must be arranged with the Facilities Manager of the court, in advance. Court will be in full operation, non-working hours as 08:00 to 15:00 Monday to Friday.

Noise must be always kept to a minimum and within acceptable levels.

Dust emanating from the work site must be always controlled.

C3.6 OPERATIONAL PROTOCOLS

Security is a priority, and the site shall be kept safe at all times.

The approved Health and Safety plan shall be adhered to at all times

All staff members of the contractor shall wear PPE at all times.

C3.7 MINIMUM WAGE

The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

C3.8 TEMPORARY WORKS

All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

C3.9 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

- C3.9.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.9.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.9.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.9.4 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.9.5 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.9.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.9.7 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023.

C3.10 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

C3.10.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is Not *Applicable* to this project.

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

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

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

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **applicable Ward/s, Alfred Nzo District, Maluti, Matatiele, Eastern Cape**, and provided that:

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

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

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

C3.10.2 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

The Minimum Targeted Local Building Material Suppliers CPG is applicable to this project.

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

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

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

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **applicable Ward/s, Alfred Nzo District, Maluti, Matatiele, Eastern Cape**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **50% (Fifty Percent)** of the total value of materials purchased excluding VAT to be sourced from within **100km** of the project site,
- (e) Material of at least **20% (Twenty Percent)** of the total value of materials purchased excluding VAT to be sourced from within **300km** of the project site.

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

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

C3.10.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

Beneficiaries will be sourced from the **insert applicable Ward/s, Municipal District, Town, City, Province** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **insert number of working days as determined by the Construction Period** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **insert applicable percentage, both in words and figures**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3.10.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development Contract Participation Goal is *applicable* to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of ***insert percentage Min 5% and Max 30%*** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

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

The lead partner or main contractor shall dedicate a ***minimum insert percentage Min 5% and Max 30%*** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 General Building or Grade 7 Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. .It could be either or any combination of all Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.10.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
 - Administrative and cost control systems
 - construction management systems and plans
 - planning, tendering and programming
 - business; technical; procurement skills
 - legal compliance
 - credit rating/history; financial loan capacity/history
 - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
 - perform needs analysis on the targeted enterprise to identify developmental goals
 - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
 - provide internal mentorship support to improve the targeted enterprise/s performance
 - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s

- submit a project completion report to the Employer's representative for each targeted enterprise.

C3. 10.4.2 Management

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

C3. 10.4.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3. 10.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3. 10.4.5 The Key Personal

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

C3. 10.4.6 Management Meetings

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

C3. 10.4.7 Forms for contract administration

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

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

C3. 10.4.8 Records

The contractor shall:

- keep records of the targeted enterprise development

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

C3. 10.4.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

C3. 10.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

3. 10.5 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

The Minimum Targeted Contract Skills Development CPG is *applicable* to this project.

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3. 10.5.1 Methodology

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

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

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August

2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications.

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

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

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

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

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 2: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

- The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- The successful contractor shall employ at least **insert applicable percentage, both in words and figures** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

C3. 10.5.2 Management

- The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.
- The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.

- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C310.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

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

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.10.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is Applicable to this project.

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".

Where labour intensive work is specified in the Bill of Materials and specified by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of Quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

C3.10.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm:

b) cohesive materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 3: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to 90% Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

C3.11 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.12 Submission of Monthly Local Material Utilisation Report (Local Content)

Submission of Monthly Local Material Utilisation Report (Local Content) *Applicable to this project.*

The Contractor shall when applicable to this project, be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractor to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

CPG values in the CPG Bill of Quantities Section will be recalculated based on the "Tender Amount" or the "Contract Amount" which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original "Tender Amount" or the "Contract Amount", has been achieved.

1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

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".

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to complete the Works.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Number of working days required to complete the Works based on the construction period = 600 days

CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)

Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)

CPG = 600 working days x 30% = 180 working days training to be provided

CPG Achieved = 160 days (20 days shortfall where no training was provided)

Penalty = 20 days x R5 000 payment reduction per day = R100 000 excluding VAT

1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “contract Amount”, the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG

value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Minimum 5% = R6,5 Mil

Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.

Number of enterprises to be trained = 6 x 1 GB subcontractors

Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary

Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	Provisional Sum to be carried over to CPG bill of quantities				1 660 000

"Contract amount" Tender amount excl. allowances and VAT, 130 000 000

CPG Monetary value (5%) to be subcontracted to beneficiaries for training 6 500 000

No of enterprises based on the CPG value 6 Grade 1 / 2 GB/CE,ETC.

Contract period (months) 24

Note: Rates to be determined by PQS and adjusted to accepted quotation amounts

1.5 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

CPG Calculation

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

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

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

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

Contractor CPG:

CPG calculation

"Contract amount" x factor from Table 3 above.

CPG calculation example:

"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

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".

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

Penalty = R100 000 x 30% = R30 000 Excl. VAT

Calculations based on “Contract Amount” after bid award and appointment of beneficiaries

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

Note: the required CPG will be recalculated based on the awarded Tender amount and “Contract Amount” once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

1.6 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.

Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25

Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)

Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.7 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Achieved = 9 Mil (R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT

PART C4 SITE INFORMATION

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Project title:	MALUTI MAGISTRATES COURT MAINTENANCE RECONFIGURATION AND UPGRADES TO EXISTING FACILITIES				
Tender no:	MTH02/2025	WCS no:	046764 & 056915	Reference no:	19/2/4/2/2/6993/3

C4 Site Information

C4.1 Site Layout



C4.2 Property Information

ITEM	NAME	DISTRICT	LATITUDE	LONGITUDE
1	Maluti Magistrate Court – ERF138	Alfred Nzo	-30.262792927405012	28.786947829195395
Adjacent buildings		Maluti SAPS		
		Maluti Post Office		
SOIL CONDITIONS				
The site was observed to be underlain fill and weathered sandstone rock of the Beaufort Group, Slight perched ground water was observed. Refer to the Geotechnical Investigation Report attached to Annexures.				