

# **REPUBLIC OF SOUTH AFRICA**

## DEPARTEMENT OF PUBLIC WORKS

## **TENDER DOCUMENT**

## FOR

## MTHATHA POLICE: REPAIRS AND MAINTENANCE OF MTHATHA DOG UNIT FOR SAPS: CONTRACT NO.2 AT

## MTHATHA, EASTERN CAPE

## CONSISTING OF:

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

## **ISSUED BY:**

Bulelwa Bara The Department Of Public Works And Infrastructure Private Bag X 5007 Mthatha

> OCTOBER 2023 TENDER NR: MTH54/2023

NAME OF A BIDDER.....

#### DEPARTEMENT OF PUBLIC WORKS

#### **BILLS OF QUANTITIES**

#### FOR

#### MTHATHA DOG UNIT: CONDITION BASED REPAIRS & RENOVATIONS

## **VOLUME 1: TENDERING PROCEDURE**

QUANTITY SURVEYORS FWJK Quantity Surveyors 13 Greenwood Street Berea East London P.O. Box 8101 Nahoon 5210 Mr V. Mpengesi Tel: 043 – 704 8700 Fax: 043 – 726 0114 ARCHITECTS Sambumbu& Associates Architects 13 Blakeway Road Mthatha P.O. Box 7087 Mthatha 5099

> Mr Vusimuzi Tel: 047 - 532 4762 Fax: 047 - 531 3302

ELECTRICAL/MECHANICAL ENGINEERS VokonAfrika Consulting Office No 4B 1CK Building Center No 2 Merriman Street Mbuqe Extension Mthatha P.O. Box 13586 Vincent East London 5217 MrS. Nonkondlo Tel: 081 - 415 4330 Fax: 043 - 742 6023 CIVIL/STRUCTURAL ENGINEERS Bulindos Consulting Engineers Unit C3 Halfway Gardens Office Park Halfway Gardens Midrand Ext 4 1686

> Mr B. Mtongana Tel: 066 – 002 5134 Fax: 086 – 516 1982

#### DEPARTMENT OF PUBLIC WORKS

REGIONAL OFFICE: MTHATHA 5<sup>th</sup>& 6<sup>th</sup> Floor PRDII Building Sutherland Street Mthatha

> Private Bag x 5007 Mthatha 5099 Ms. B. Bara

Tel: 047- 502 7109 Fax: 047- 532 3814

**OCTOBER 2023** 



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

Uroloct titlo	MTHATHA POLICE: REPAIRS AND MAINTENANCE OF MTHATHA DOG UNIT FOR SAPS: CONTRACT NO.2

Tender / Quotation no:		MTH54/2023	WCS no:		Reference no:	19/2/4/2/2/6958/DU01
	<ul> <li>The Conditions of Contract are clauses 1 to 30 of the JBCC<sup>®</sup>Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</li> <li>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)).</li> <li>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.</li> <li>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.</li> </ul>					
	CONTRACT VARIABLES         THE SCHEDULE         The scheduleis 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.         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 JBCCPrincipal Building Agreement are shown in [square brackets] in this contract data e.g.[3.1].					

## 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



INSTALLATION OF BACK UP GENERATOR INCLUDING ALL ASSOCIATED ELECTRICAL WIRING. REMEDIAL WORKS FOR OFFICE BUILDING NO.1 AND BUILDING NO.2 CONSTRUCTION OF THE DOG KENNELS INTERNAL FENCING AROUND THE DOG KENNELS

Tender / Quotation no:MTH54/2023

## **A 2.0** Site [1.1]

Erf / stand number	
Site address	MTHATHA POLICE DOG UNIT
Township / Suburb	МТНАТНА
City / Town	МТНАТНА
Province	EASTERN CAPE
Local authority	O.R TAMBO
GPS Coordinates	-31.58173 / 28.77164

### A 3.0 EMPLOYER AND ITS REPRESENTATIVE

#### A 3.1 Employer:

Official NameofOrganofState/ PublicSectorBody	Government of the Republic of South Africa in its Department of Public Works & Infrastructure			
Business registrationnumber	Not applicable VAT number Not applicable			
E-mail	Bulelwa.Bara@dpw.gov.za	Telephone	047-502-7109	
Postaladdress	P/Bag X 5007 MTHATHA 5100			
Physicaladdress	5th FLOOR PRD II, BUILDING SUTHERLAND STREET, MTHATHA 5100			

#### A 3.2 Employer'srepresentative:

Name	Bulelwa Bara	Telephonenumber	047 502 7019
E-mail	bulelwa.bara@dpw.gov.za	Mobilenumber	079 896 7739

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". Page 2 of 36



Postaladdress	P/ Bag X 5007 MTHATHA
	5100
Physicaladdress	5 <sup>th</sup> FLOOR PRD II, BUILDING SUTHERLAND STREET, MTHATHA 5100

A4.0	Principal Agent [1.1; 6.2]	<b>Discipli</b> ne	N/A	
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Name	Sambumbu & Associates A	Architects	
Legalentityofabove		Contact person	
Practicenumber		Telephonenumber	047-532-4762
Country	South Africa	Mobilenumber	082-955-2275
E-mail	admin@saarch.co.za		
Postal address	P.O Box 7087 Mthatha Central Mthatha 5099		
Physical address	13 Blakeway Road Mthatha Central Mthaha 5099		

A5.0	Agent [1.1; 6.2]	Discipline	Principal Agent	
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Name	Sambumbu & Associates Architects		
Legalentityofabove		Contact person	
Practicenumber		Telephonenumber	047-532-4762
Country	South Africa	Mobilenumber	082-955-2275
E-mail	admin@saarch.co.za		
Postal address	P.O Box 7087 Mthatha Central Mthatha 5099		
Physical address	13 Blakeway Road Mthatha Central Mthaha 5099		

A 6.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyors
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Name	FWJK Quantity Surveyors		
Legalentityofabove		Contact person	Vusi Mpengesi
Practicenumber		Telephonenumber	043-704-8700
Country	South Africa	Mobilenumber	083-337-3158
E-mail	vm@fwjkel.co.za		

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". Page 3 of 36



Postal address	P.O Box 8101 Nahoon East London 5210
Physical address	13 Greenwood Street Berea East London 5241

A 7.0	Agent [1.1; 6.2]	Discipline	Electrical And Mechanica	I Engineers	
Name		Vokon Afrik	a Consulting		
Legale	entityofabove		Со	ntact person	Usanda
Practic	cenumber		Те	lephonenumber	081-415-4330
Counti	untry South Africa		a Mo	bilenumber	076-468-9411
E-mail		usanda@vokongroup.co.za			
Postal	address	P.O Box 13 Vincent East Londo 5217			
Physical address 26 Rhodes Street Quigney East London 5201					

A 8.0	Agent [1.1; 6.2]	<b>Discipli</b> ne	Civil And Structural Engineers	
1	1	1		

Name	Bulindos Consuling Engineers		
Legalentityofabove		Contact person	
Practicenumber		Telephonenumber	066-002-5134
Country		Mobilenumber	
E-mail			
Postal address	C3 Halfway Gardens Office Park Midrand Ext 4 Gauteng 1686		
Physical address	7 Miller Street Mthatha Central Mthatha 5099		

|--|

Name	N/A		
Legalentityofabove	N/A	Contact person	N/A
Practicenumber	N/A	Telephonenumber	N/A

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". Page 4 of 36



#### DPW-04 (EC) Contract Data: JBCC Principal Building Agreement (Edition 6.2 of May 2018)

Country	N/A	Mobilenumber	N/A
E-mail	N/A		
Postal address	N/A N/A N/A N/A		
Physical address	N/A N/A N/A N/A		

#### Tender / Quotation no:MTH54/2023

A 10.0	Agent [1.1; 6.2]	<b>Discipli</b> ne	N/A	
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Name	N/A		
Legalentityofabove	N/A	Contact person	N/A
Practicenumber	N/A	Telephonenumber	N/A
Country	N/A	Mobilenumber	N/A
E-mail	N/A		
Postal address	N/A N/A N/A N/A		
Physical address	N/A N/A N/A N/A		

A 11.0	Agent [1.1; 6.2]	<b>Discipli</b> ne	N/A

Name	N/A		
Legalentityofabove	N/A	Contact person	N/A
Practicenumber	N/A	Telephonenumber	N/A
Country	N/A	Mobilenumber	N/A
E-mail	N/A		
Postal address	N/A N/A N/A N/A		
Physical address	N/A N/A N/A N/A		

A 12.0	Agent [1.1; 6.2]	<b>Discipli</b> ne	N/A

Name	N/A			
Legalentityofabove	N/A	Contact person	N/A	
Practicenumber	N/A	Telephonenumber	N/A	

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". Page 5 of 36



Country	N/A	Mobilenumber	N/A
E-mail	N/A		
Postal address	N/A N/A N/A N/A		
Physical address	N/A N/A N/A N/A		

#### **B CONTRACT INFORMATION**

#### B 1.0 Definitions [1.1]

Bills of quantities: System/Method of	Standard system of measurement of building
measurement	works 7 <sup>th</sup> edition

#### B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	_aw 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 <sup>®</sup> 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 <sup>®</sup> General Preliminaries for use with the JBCC <sup>®</sup> Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	

#### B 5.0 Employer's agents [6.0]

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". Page 6 of 36



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 interest [6.3]	than a professional

#### 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%	Select
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
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%	Select
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
Supp	blementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
Publ	ic liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
Rem	noval of lateral support insurance [10.1.4; 10.2]	R PQS to determine value	Select
Othe	er insurances [10.1.5]		
Hi R	isk Insurance ReferB18.0 [10.1.5.1]	R PQS to determine value	Select
Other insurances: If applicable, description 1:		R PQS to determine value	Select

Other insurances; If applicable, description 2:

"Tender" or "Tenderer".



#### B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description:	·
Restriction of working hours [12.1.2]	Not Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor	Applicable
[12.1.3]	, ipplicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Not Applicable
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Appliachla
	Applicable
If applicable, description:	

#### B 8.0 Appointment of Nominated Subcontractors [14.0]

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

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#### 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:MTH54/2023

#### B 10.0 Appointment of Direct Contractors [16.0]

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

#### B 11.0 Works to be completed in sections [20.1]

Not Applicable	If applicable, description of sections	
Section 1		
Section 2		
Section 3		
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 CompletionRefer B18.0 [19.8], Final Completion[21] and Penalties[24.0]

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". Page 9 of 36



#### B12.1 Contract Period

**Contract period** [B18:1.2]: Period in**months** as indicated, include the time from the date of award (commencement date) forsubmitting 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/sindicated in months):

Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent

#### Tender / Quotation no:MTH54/2023

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

#### 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 siteby the contractorinclusive 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 <b>months</b> as indicated, starting from the date of possession of the site by the contractorinclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works in portions
Period for inspection in working days by the principal agent [19.3]	
<b>Penalty amount</b> per calendar dayfor <b>late Practical Completion</b> , excluding VAT. [24.1]	
<b>Penalty amount</b> per calendar dayfor <b>late Works Completion</b> Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar dayfor late Practical Completion, excluding VAT.	R
<b>Penalty amount</b> per calendar day for <b>late Final Completion</b> [21]: Fifteen percent (15%) of penalty amount per calendar dayfor late Practical Completion, excluding VAT.	R

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

 Construction period [B18: 1.1] and Practical completion for portions of the
 Not Applicable

 Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
 Page 10 of 36



Works[20.0]						
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in <b>working days</b> [19.3]						
The date for practical completion shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor[12.2.7; 24.1]						

The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractorinclusive of all <b>public holidays,special non-working days and builders' holiday shut down periods</b> [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works as a whole is applicable
Penalty for late Practical Completion, <i>if completion in sections is required</i> , exclu	iding VAT
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:	R
The penalty amount per day for failing to complete section 2 of the Works is:	R
The penalty amount per day for failing to complete section 3 of the Works is:	R
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:	R
The penalty amount per day for failing to complete section 5 of the Works is:	R
The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To Thirty percent (30%) of penalty / calendar day to complete <b>Select</b> , excluding VAT	o be calculated at

Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete **Select** , 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 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			

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". Page 11 of 36



13.6	CPG and cidb BUILD programme achievement certificates submitted with substatiating documentation
13.7	
13.8	
13.9	
13.10	

#### B 14.0 Defects liability period [21.0]

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

Select	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	Lifts				
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)				
14.7	Civil works				
14.8	Landscaping including automated systems (irrigation)				
14.9					
14.10					

#### B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	СРАР
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

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#### 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		

#### Tender / Quotation no:MTH54/2023

## B 17.0 JBCC<sup>®</sup> General Preliminaries - selections

Provisional bills of quantities [P2.2]	Applicable	
Availability of construction information [P2.3]	Applicable	
Previous work - dimensional accuracy - details of p	revious contract(s) [P3.1]	Select
Previous work - defects - details of previous contract	ct(s) [P3.2]	Applicable
Inspection of adjoining properties - details [P3.3]		Applicable
Handover of site in stages - specific requirements	[P4.1]	Not Applicable
Enclosure of the works - specific requirements [P4.	2]	Select
Geotechnical and other investigations - specific req	uirements [P4.3]	Select
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Select
	By contractor	Applicable
Water [P8.1]	By employer	Not Applicable
	By employer – metered	Not Applicable
	By contractor	Applicable
Electricity [P8.2]	By employer	Not Applicable
	By employer – metered	Not Applicable
	By contractor	Applicable
Ablution and welfare facilities [P8.3]	By employer	Not Applicable
Communication facilities - specific requirements [P8.4]		Applicable
Protection of the works - specific requirements [P11.1]		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable

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Disturbance - specific requirements [P11.5]	Applicable
Environmental disturbance - specific requirements [P11.6]	Not Applicable

B18.0 SPECIFIC CHANGES MADE TO JBCC<sup>®</sup> DOCUMENTATION [Details of changes made to the provisions of JBCC standard documentation]

#### 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.

**ADVERSEWEATHERCONDITIONS:** 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<sup>®</sup> 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.

**GUARANTEEFORCONSTRUCTION**: A security interms of the DPWI's Guarantee for Construction form/s, ob tained 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.

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". Page 14 of 36



**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.** 

#### Tender / Quotation no:MTH54/2023

#### CONTRACT SPECIFIC DATA

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:

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". Page 15 of 36



3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptanceand 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 toclause 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, thepriorwrittenconsentoftheemployer,whichconsentshallnotbeunreasonablywithheld, must be obtained.
5.2	Replace last sentence with the following: Theoriginalsignedagreement shallbeheldbytheEmployer.
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 clause6.7: 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: Anydesignresponsibilityundertakenbyasubcontractorshallnotdevolveonthecontractor 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".

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". Page 16 of 36



9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following asclause9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clausewith 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 andwith 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	<ul> <li>Add the following as clause 10.1.5.1.1:</li> <li>Damage to the works</li> <li>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.</li> <li>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</li> </ul>
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.

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". Page 17 of 36



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.

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". Page 18 of 36



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.

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". Page 19 of 36



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.

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". Page 20 of 36 DPW-04 (EC) Contract Data: JBCC Principal Building Agreement (Edition 6.2 of May 2018)





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. Wherethe <b>priceddocument</b> containserrorsordiscrepanciesand/orpricesconsideredbythe employer or <b>principalagent</b> tobeimbalancedorunreasonablethe employer or <b>principalagent</b> andthe <b>contractor</b> shalladjustsuchpriceswithoutanychangetothe <b>contractsum</b>
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).

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". Page 22 of 36



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 clausewith 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
	<ul> <li>WORKS COMPLETION         <ul> <li>(1) Withinseven(7)calendardaysofthedateofpracticalcompletion theprincipalagentshallissuetothe contractoraworkscompletion listdefiningtheoutstandingworkanddefectsapparentatthedateofpracticalcompletiont obecompletedorrectifiedtoachieveworkscompletion.</li> <li>(2) Where,intheopinionofthecontractor,theworkscompletionlisthasbeencompletedthecontr actorshallnotifytheprincipalagentwhoshallinspectwithinseven(7)calendardaysofreceiptof suchanotice.Where,intheopinionoftheprincipalagent,the Works Completionlist:</li> </ul> </li> </ul>
	(2)(a) Hasbeensatisfactorilycompleted,theprincipalagentshallforthwithissueacertificate of WorksCompletiontothecontractorwithacopyto theemployer

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". Page 23 of 36





19.8 Continued	(2)(b) Hasnotbeen satisfactorilycompleted,theprincipal agentshallforthwithidentifytheworkscompletionlist itemsthatarenotyetcompleteandinformthecontractorthereof.Thecontractorshallr epeattheprocedureintermsof19.8(2)
	(3) Shouldtheprincipalagentnotissueaworkscompletionlist,intermsof 19.8 (1)or19.8 (2) (b),withinseven(7)calendardaysfromtheendoftheinspectionperiod,thecontractorshalln otifytheemployerandprincipalagent.Shouldtheprincipalagentnotissue such Works Completionlistwithinseven(7)calendar daysofreceiptofsuchnotice,theemployermaywithinseven(7)calendardaysissuetotheco ntractora Works Completionlist. Shouldtheemployer:
	(3)(a) Notissuesuchworkscompletionlistwithinseven(7) calendardays,thenthecertificateof WorksCompletionshallbedeemedtohavebeenissuedonthedateofexpiryoftheiniti alnoticeperiodandworkscompletionshallbedeemedto havebeenachievedonsuchdate
	<ul> <li>(3b) IssueaworkscompletionlistandtheworkonWorks</li> <li>Completionlistnothavebeencompletedorwherefurtherdefectshavebecomeappa rent,theemployershallforthwithidentifysuchitemsontheupdatedworkscompletion listandnotifythecontractor. Thecontractorshallrepeattheprocedureintermsof 19.8</li> <li>(2) (b) untilsuchitemshavebeencompletedtothesatisfactionoftheemployer</li> </ul>
	(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.
	(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).
20.2.1.A	Add the following as: 20.2.1.A A certificate of Works Completion [19.8]
21.1	Replace clause 21.1 with the following: Thedefectsliabilityperiodfortheworksshall commenceonthecalendardayfollowingthedateofworkscompletionandendatmidnight(00:00)nin ety(90)calendardaysfromthedateofworkscompletion[CD]orwhen workonthelistforcompletion hasbeensatisfactorilyattendedto[21.6),whicheveristhelater (if we use works completion).
21.6	Replace clause 21.6 with the following: Ontheexpiryoftheninety(90)calendardaysdefectsliabilityperiod[21.1] for items not indicated as items with an extended liability as indicated in B14 and onreceiptofthecontractor'snoticetotheprincipalagent.
	And/or
	Ontheexpiryofthedefectsliabilityperiodas indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, theprincipalagentshall:
	<ul> <li>(1) inspecttheworks Andwithinten(10) workingdayseither issue alistforfinalcompletiondetailingalloutstandingworkordefectsthatmustbeattendedto, orrectifiedtoachievefinalcompletion or</li> <li>(2) issuethecertificateoffinal completiontothecontractorwithacopytotheemployer for</li> </ul>
21.6.1.	that part of the works where defects liability period has expired. Omit clause.

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". Page 25 of 36



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 toclause 6.7 [CD].
23.8	Refer toclause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Wherethecontractorfailstobringtheworks,orasectionthereof,topractical-, works-, or final- completionbythe applicable completion date [B10 CD],ortherevised applicable completion date,thecontractorshallbeliabletotheemployerforthepenalty[B10 CD].
24.2	Replace clause 24.2 with the following: Wheretheemployerelectstolevysuchpenaltytheemployer,ortheprincipalagentoninstructionfr omthe employer,shallgivenoticethereoftothecontractor.Theprincipalagentshalldeterminethepena Ity duefromthelaterofthedateforpractical- works-, or final-completion [B10 CD],orthereviseddatefor practical- works-, or final-completion completion,uptoandincludingtheearlierof:
24.2.1	Replace clause 24.2.1 with the following: Theactualordeemeddateof <b>practical-, works- or final-</b> <b>completion</b> ofthe <b>works</b> ,ora <b>section</b> thereof[23.7.1].
25.2	Replace clause 25.2 with the following: Theprincipalagentshall issue at regular agreed intervals [CD] payment certificates, tothecontractorwithacopytotheemployer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate.Apaymentcertificatemaybeforanilor negativeamount.

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". Page 26 of 36



25.3	Add the following to clause 25.3:
	25.3.12 Monthly Local content report.
	25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).
	25.3.14 Tax Invoice.
	25.3.15 Labour intensive report.
	25.3.16 Contract participation goal and cidb BUILD programme reports.
25.5	No Clause.
25.6	Replace clause 25.6 with the following: Materialsandgoods 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. Oncepaid,material and goods shallbecomethepropertyoftheemployerandshallnotberemoved from sitewithoutthewrittenauthorityofthe Employer.
25.7.5	No Clause.
25.10	Replace clause 25.10 with the following: Theemployershallpaythecontractortheamountstipulatedinanissuedpaymentcertificate, correct in all material respects, withinthirty (30) calendardays from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.
25.12	Replace clauses 25.12 to 25.12.3 with the following: Thevaluecertifiedshallbesubjecttothefollowingpercentageadjustments:
	(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 <b>security</b> is selected in terms of C 1.0 Securities [11.0] the value of the <b>works</b> in terms of 25.1 and of the <b>materials and goods</b> 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 <b>payment certificates</b> issued up to the date of <b>practical completion.</b>
	25.12.3 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>works completion</b> and up to but excluding the date of <b>final completion</b> .
	25.12.4 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.
	25.12.5 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b> . In

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". Page 27 of 36



such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.

Tender / Quotation no: MTH54/2023

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". Page 28 of 36



25.12	(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for
Continued	Option C (C 1.0 Securities [11.0])
	25.12.6 Where security is a payment reduction in term of Option C, the value of the <b>works</b> in terms of 25.1 and <b>materials and goods</b> 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 <b>payment certificates</b> issued up to the date of <b>practical completion.</b>
	25.12.8 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b> .
	25.12.9 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.
	25.12.10 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except were the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b> .
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	Replace 26.10 with the following: The <b>principalagent</b> shallprepare the final account in consultation with the employerandissuethe <b>finalaccount,</b> tothe <b>contractor</b> withinsixty(60) <b>workingdays</b> ofthedateof <b>practicalcompletion.</b>
26.12	Refer toclause 6.7 [CD].
27.1.2	Replace 27.1.2 with the following: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	Add the following as clause 27.5: Wherethe employerdecidestorecover anamountdueintermsof27.2fromaconstructionguarantee, cash depositorretention moneyheldassecurity,theemployer shallissueawrittendemand tothecontractor 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.

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". Page 29 of 36



27.6	Add the following as clause 27.6:Whereaprovisionalsequestrationorprovisionalliquidationorderhasbeengrantedorwhereanorderhasbeengrantedwhichcommencessequestration,liquidation,bankruptcy,receivership,winding-uporanysimilareffect,againstthecontractororthisagreementiscancelledintermsof29,theemployermayissueademandtotheguarantor
	intermsoftheconstructionguaranteeoradvancepaymentguaranteeheldassecurity.
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 <b>contractor</b> '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 <b>contractor</b> 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: Theemployer,onnoticetothecontractor,mayrecoverdamagesfromthecontractorfromthedateofter minationincluding,butnotlimitedto,additionalcostsincurredinthecompletion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site,oftheremainingwork [25.3.7;27.1.3].
29.9	Replace clause 29.9 with the following: The <b>employer</b> hastherightofrecoveryagainstthe <b>contractor</b> ,whereapplicable,[CD]from: Theguarantee forconstruction(variable)untilthefinalpaymenthasbeenmade;
	or Theguaranteeforconstruction(fixed)untilthedate of practical completion; or Thepaymentreductionuntilthefinal paymentismade;
	or Thecash deposit made as securityuntilthefinalpaymentismade.
29.14.1	No clause.
29.14.3	No clause.

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". Page 31 of 36



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 clause30.2 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.	

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". Page 32 of 36



#### 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.	Select
(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.	Select
(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.	Select
(d)	<b>cidb BUILD Programme:</b> 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.	Select
(e)	<b>cidb BUILD Programme:</b> 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.	Select
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Select
(g)	Labour Intensive Works – Condition of Contract.	Select
(h)		Select
(i)		Select

#### Tender / Quotation no:MTH54/2023

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". Page 33 of 36



### PART 2: CONTRACT DATA COMPLETED BY THETENDERER:

### 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

#### Tender / Quotation no:MTH54/2023

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". Page 34 of 36



#### C 2.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

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

#### **Payment methods**

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

#### 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

		1
		L

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

#### Tender / Quotation no:MTH54/2023

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". Page 35 of 36



#### 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**.

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

#### Failure to provide particulars within the period stated

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

#### 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.

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". Page 36 of 36



### DPW-10.3 (EC): VARIABLE 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

THE REGIONAL MANAGER Private Bag 5007 MTHATHA 5099

Sir,

### VARIABLE 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: *MTH54/2023*, for the *MTHATHA POLICE: REPAIRS AND MAINTENANCE OF MTHATHA DOG UNIT FOR SAPS: CONTRACT NO.2*(hereinafter referred to as the "contract" in the amount of R , () (hereinafter referred as the contract sum),

I/We,		

in my/our capacity as		_and here	by		
representing	(hereinafter employer's disposal the sum		to	as	the

() being 10% of the contract sum (excluding VAT), for the due fulfillment of the contract.

- 2. I/We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
  - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
  - (d) This guarantee shall expire on the date of the lastfinal payment certificate.
  - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

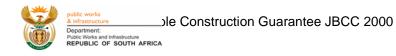


#### Tender no: MTH54/2023

- 3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so,stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- 4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
- 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **finalpayment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
- 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
- 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
- 8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
- 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT	ON THIS	DAY OF	20
AS WITNESS			
1			

2. \_\_\_\_\_



Tender no: MTH54/2023

By and on behalf of

(insert the name and physical address of the guarantor)

CAPACITY: \_\_\_\_\_\_\_\_\_(duly authorised thereto by resolutionattached marked Annexure A)

DATE: \_\_\_\_\_

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



### DPW-10.1 (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

THE REGIONAL MANAGER Private Bag 5007 MTHATHA 5099

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 Worksand Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: MTH54/2023, for the MTHATHA POLICE: REPAIRS AND MAINTENANCE OF MTHATHA DOG UNIT FOR SAPS: CONTRACT NO.2(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 aforegoing, 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.

SIGNE	D AT	ON THIS	DAY OF
		20	
AS W	TNESS		
1.			
2.			
		By and on behalf of	
		(insert the name and physical ad	dress of the guarantor)
		NAME:	
		CAPACITY: (duly authorised thereto by reso Annexure A)	lution attached marked
		DATE:	
Α.	No alterations and/or a	dditions of the wording of this form will be acce	pted.
В.	The physical address o	f the guarantor must be clearly indicated and	will be regarded as the
	guarantor's domicilium	citandi et executandi, for all purposes arising f	rom this guarantee.
C.	This GUARANTEE mus	t be returned to:	



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

Project title:	MTHATHA PO FOR SAPS: CO		 MAINTENANCE	OF MTHATHA DOG UNIT
Tender / Quotation no:	MTH54/2023	WCS no:	Reference no:	19/2/4/2/2/6958/DU01

### **C2.1 Pricing Assumptions**

GENERAL (Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
- 2. The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein. (*Delete this instruction and re-number the items as required*)

#### 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.

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 contractorhas 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 contractorhas allowed in his pricing for materials and workmanship in terms of National Best Practice.

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

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

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

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

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

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

#### C2.1.2 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.

#### 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<u>are not applicable</u> to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

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.

#### C2.1.10 SUBMISSION OFLOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is *insert "applicable"* or *"not applicable"* to this project.

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

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

#### **C2.1.11 CONTRACT PARTICIPATION GOALS**

The contractor shall achieve in the performance of thiscontract 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 MINIMUMTARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

## The Minimum Targeted Local Building Material Manufacturers CPG is *insert "applicable"* or *"not applicable"* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (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.

C2.1.11.2MINIMUMTARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is *insert "applicable"* or *"not applicable"* to this project.



Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (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.

#### C2.1.11.3MINIMUMTARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

## The Minimum Targeted Local Labour Skills Development CPG is *insert "applicable"* or *"not applicable"* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (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 Goalis insert "applicable" or "not applicable" to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (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 *insert "applicable"* or *"not applicable"* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (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

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". Page 6 of 10



• 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 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) <u>Payment to the contractor to accommodate Part/Full Occupational qualification and Trade</u> <u>qualifications;</u>

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 constr 25 (3) of t	Construction skills development goal (CSDG) (%)			
Designation	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) <u>Payment to the contractor to accommodate Work Integrated Learners and Candidates for</u> professional registration;

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

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

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

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

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

#### Table 3: The notional cost pf 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	Provision for stipends	Provisions	Provisions for	Total costs			
Opportunity	(Unemployed learners only)	for mentorship	additional 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	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 contractContract amountR65 700 000Contract duration12 MonthsCSDG0,50%Minimum CSDG target0,50% x R65 700 000 = R328 500 (Minimum requirement)



SkillsTypes	Numberofl earners	Notional Cost <i>I</i> Le arner <i>I</i> Qu arter	Notional cost/learner/year	TotalNotional Costover12mont hsContract
Method 2:Workplacelearnin gopportunities,with unemployedTVETgraduates	1	R23000	R92000	R92 000
Method3: Candidacyforanunemployed learnerwitha3- yearqualification	1	R61500	R246000	R246000
Total	2			R338000

#### C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

## The National Youth Service Training and Development Programmeis *insert* "applicable" or "not 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 insert "applicable" or "not applicable"to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (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.



WCS no.:

### PG-01.2 (EC) SCOPE OF WORKS –JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2of May 2018)

Project title:	MTHATHA POLICE: REPAIRS AND MAINTENANCE OF MTHATHA DOG UNIT FOR SAPS: CONTRACT NO.2				
Tender / Quotation no:	MTH54/2023	Reference no:	19/2/4/2/2/6958/DU01		

### C3. Scope of Works

#### C3.1 EXTENT OF THE WORKS

(a) Alterations, additions and renovations to existing buildings, dog kennels and dog dip tank, including electrical upgrade and replacement of existing water reticulation, storm water and sewer. The existing buildings are constructed of brick and mortar walls with plaster and paint both sides, with corrugated iron roofing. The contractor is responsible to take due care not to damage ceilings or other parts of the building when replacing roof coverings

The works will include replacement/ refurbishment of floor coverings and involve extensive interior and exterior paintwork.

Fencing and gates to the dog kennels

#### C3.2 ORDER OF THE WORKS

(a) The complex will remain partly operational during construction; as such the contractor will need to organize his activities closely with the station commander. The contractor will not be able to work on all the building at once and must programme the work accordingly

#### C3.3 BUILDINGS OCCUPIED

The site will be occupied and equipment currently occupying structures to be worked on.

#### C3.4 ACCESS

(a) The contractor must provide safe access to the public and staff to the site.

#### C3.5 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:

- C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.5.4cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017



- C3.5.5cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.7 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491Government Gazette, 23 April 2023.

#### C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for therespective 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.

#### C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

## The Minimum Targeted Local Building Material Manufacturers CPG is *insert "applicable"* or *"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 establishmentthat 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 **insert** applicable Ward/s, Municipal District, Town, City, Province, 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 insert applicable percentage, both in words and figures of the total value of materials purchased excluding VAT to be sourced from within insert applicable kilometerskmradius of the project site,
- (e) Material of at least **insert applicable percentage**, **both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** 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 prorate 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.

#### C3.6.2 Minimum TargetedLocal Building Material Suppliers Contract Participation Goal

# The Minimum Targeted Local Building Material Suppliers CPG is *insert "applicable"* or *"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 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 **insert applicable Ward/s, Municipal District, Town, City, Province**, 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 insert applicable percentage, both in words and figures of the total value of materials purchased excluding VAT to be sourced from within insert applicable kilometerskm of the project site,
- (e) Material of at least **insert applicable percentage**, **both in words and figures** of the total value of materials purchased excluding VAT to be sourced from withininsert applicable **kilometerskm** 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 prorate 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.

#### C3.6.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

## The Minimum Targeted Local Labour Skills Development CPG is *insert "applicable"* or *"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 DevelopmentContract 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 thetarget 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 workerhealth 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, Provincefor the full duration of the Construction Period, employed by either the principal contractor, sub-contractorsortargeted enterprises. The total number of working days to complete the Works amount to insert number of working days as determined by the Construction Periodworking days. The minimum CPG participationfor 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 daywhich 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.

#### C3.6.4 CIDB BUILD PROGRAMME:MinimumTargeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development Contract Participation Goalis *insert* "applicable" or "not 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





PG-01.2 (EC): Scope of Works – JBCC (JBCC 2000- Edition 6.2 of May 2018)

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 to 9, General Building and 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.

#### C3.6.4.1 <u>Criteria</u>

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.

#### C3.6.4.2 Management

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



#### C3.6.4.3 <u>Competence Criteria for an Enterprise Development Co-ordinator</u>

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

#### C3.6.4.4 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).

#### C3.6.4.5 <u>The Key Personal</u>

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

#### C3.6.4.6 <u>Management Meetings</u>

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.

#### C3.6.4.7 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

#### C3.6.4.8 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.



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.

#### C3.6.4.10 <u>Compliance requirements</u>

#### Non-compliance with the Best Practice Project Assessment Scheme

The wording of regulation27A 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)

#### 3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

## The Minimum Targeted Contract Skills Development CPG is *insert "applicable"* or *"not 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.

#### C3.6.5.1 <u>Methodology</u>

The contractors hall achieve the measurable contracts kills development goal by providing opport unities to learners requiring structured work place learning using one or a combination of any of the following in relation to work directly related to the contractor or der:

#### Method1:structured

workplacelearningopportunities for learners towards the attainment of a part or a full occupational qualification;

Method2:structuredworkplacelearningopportunitiesforapprenticesorother artisanlearnerstowardstheattainmentofatradequalificationleadingtoalistedtrade(GGNo.35625,31 August2012)subjecttoatleastsixty percent (60%)oftheartisanlearnersbeingholdersofpublicTVETcollegequalifications;



**Method3:**work integrated learning opportunities for University of Technology orComprehensiveUniversitystudentscompletingtheirnationaldiplomas;

**Method4:**structuredworkplacelearningopportunitiesforcandidatestowardsregistrationin aprofessionalcategorybyastatutory 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 onstruction works.

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

Class of const (3) of the Const	Construction skills development goal	
Designation	Description	(CSDG) (%)
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

ource: cidb Standard for Skills Dev	elopment						
Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total c Unemployed learners	osts 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.

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". Page 8 of 17 For Internal & External Use Effective date 5 September 2023Version: 2023/05



- (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least insert applicable percentage, both in words and figures from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.(Delete that which is not applicable)

#### C3.6.5.2 <u>Management</u>

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.(delete that which is not applicable)
- (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(delete that which is not applicable) 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 (delete that which is not applicable) 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 (delete that which is not applicable) within 30 days of start of the contract.



PG-01.2 (EC): Scope of Works – JBCC (JBCC 2000- Edition 6.2 of May 2018)

- (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 (delete that which is not applicable) 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 (delete that which is not applicable).
- (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 (delete that which is not applicable).
- (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 (delete that which is not applicable) at the start of their employment on site.
- (I) 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 (delete that which is not applicable) 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.

#### C3.6.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

## The National Youth Service Training and Development Programmeis *insert "applicable"* or *"not 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.

#### C3.6.7 LABOUR-INTENSIVE WORKS

#### Labour Intensive Works is insert "applicable" or "not applicable"to this project.

Where labour intensive work is specified in the Bill of Qualities 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 Goalas 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.



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

#### C3.6.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Publics 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.

ſ	Table 3: Consistency of materials when profiled				
ſ	GRANULAR MATERIALS COHESIVE MATERIALS			MATERIALS	
	CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION	





Г			· · · · · · · · · · · · · · · · · · ·
Very loose	Crumbles very easilywhen scraped with ageological pick.	Very soft	Geological pick head can easily bepushed in as far as the shaft of thehandle.
Loose	Small resistance topenetration by sharp endof a geological pick.	Soft	Easily dented by thumb; sharp endof a geological pick can be pushedin 30- 40 mm; can be moulded byfingers with some pressure.
Medium dense	Considerable resistance topenetration by sharp endof a geological pick.	Firm	Indented by thumb with effort;sharp end of geological pick can bepushed in up to 10 mm; verydifficult to mould with fingers; canjust be penetrated with an ordinaryhand spade.
Dense	Very high resistance topenetration by the sharpend of a geological pick;requires many blows forexcavation.	Stiff	Can be indented by thumb-nail;slight indentation produced bypushing geological pick point intosoil; cannot be moulded by fingers.
Very dense	High resistance torepeated blows of ageological pick.	Very stiff	Indented by thumb-nail withdifficulty; slight indentationproduced by blow of a geologicalpick 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% Mod AASHTO;

b) such that in excess of 5 blows of a dynamic come 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.

#### <u>Haul</u>



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 undertaking 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

#### C3.7 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.

#### C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)

## Submission of Monthly Local Material Utilisation Report (Local Content) *insert "applicable"* or "not 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 <u>Allowances</u> 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 theScope 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)

<u>Calculation of penalty:</u> 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 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". Page 14 of 17 For Internal & External Use Effective date 5 September 2023/Version: 2023/05



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 =  $180 \text{ days} (600 \times 30\%)$ 

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	45000	8	360000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000

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". Page 15 of 17 For Internal & External Use



B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5000	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	02,02,210		

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 contractskills development participationgoals, expressed in Rand, shall be no less than the "contractamount" 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)

	struction works as identified in terms of Regulation 25 (3) of the ndustry 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.

<u>CPG calculation example:</u> "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) CPG in R value = R130 Mil x 0.5% = R650 000 i.e. total notional cost of training to amount to R650 000

<u>Calculation of penalty:</u> Percentage penalty applicable = 30%as specified in the Scope of Works (PG01.2) CPG value = R650 000 Achieved = R550 000 = R100 000 Shortfall <u>Penalty</u> = R100 000 x 30% = R30 000 Excl. 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". Page 16 of 17 For Internal & External Use Effective date 5 September 2023Version: 2023/05



#### 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)

SkillsTypes	Numberofl earners	NotionalCo st <i>I</i> Learner/ Quarter	Notional cost / learner / year	TotalNotional Costover12mont hsContract
Method 2:Workplacelearningopportunities,with unemployedTVETgraduates	2	R23000	R92000	R184 000
Method3: Candidacyforanunemployed learnerwitha3-yearqualification	2	R61500	R246000	R492 000
Total	4			R676000

<u>Note: the required CPG will be recalculated based on the awarded Tender amount and "Contract Amount" once the beneficiaries have</u> <u>been appointed and actual costs are known</u>

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) <u>Penalty</u> = 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)

<u>Calculation of penalty:</u> CPG value = R10 Mil Percentage penalty applicable = 30%as specified in the Scope of Works (PG01.2) CPG Achieved = 9 Mil (R1 Mil shortfall) <u>Penalty</u> = R1 Mil x 30% = R300 000 Excl. VAT



### PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Project title:	MTHATHA POLICE: REPAIRS AND MAINTENANCE OF MTHATHA DOG UNIT FOR SAPS: CONTRACT NO.2					
Tender no:	MTH54/2023	WCS no:		Reference no:	19/2/4/2/2/6958/DU01	

### C4 Site Information

- The scope of works does not have substantial new structures, as such ground surface conditions are not a significant factor and soil testing is not required.
- 2. Specific are described in clause 12.1 of the schedule of variables, Section B of the Preliminaries
- 3. Mthatha Dog Unit is situated in the town, Mthatha
- 4. The existing premises will be fully occupied during the contract and arrangements for alternative accommodation is provided within this contract.

### 5. Drawing List(Drawings attached):

### • Architect:

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	Site Plan Office Block 01 Office Block 02 Kennels Dog Pool Internal Fence Detail Window Schedule Door Schedule Gate Detail Paraplegic Toilet Schedule Ablutions and Kitchen Schedule Signage Schedule Kitchen and Store Joinery Schedule	A1001 A1002 A1002B A1002C A2003 A5002 A6001 A6001B A6001C A6003 A6003B A6006 A8001
	Kitchen and Store Joinery Schedule Store Room 2 Joinery Schedule	A8001 A8002
-		

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PG-03.2 (EC) Site Information – JBCC JBCC 2000 (Edition 4.1 of March 2005)

U028-13HVAC\_001

U028-13FE 001

U028-13FE\_002

U028-13FE 003

EE U028-13/01

EE U028-13/02

EE U028-13/03

EE U028-13/04

EE U028-13/05

EE U028-13/06

EE U028-13/07

N0155B6BDC02R04

N0155B6BDC04R03

N0155B6BDC01R09

N0155B6BDC03R04

N0155B6BDC06R02

N0155B6BDC07R01

N0155B6BDC08R01

N0155B6BDC09R02

- Electrical and Mechanical:
  - HVAC Layout
  - Office Fire Equipment Layout
  - Site Plan Fire Equipment Layout
  - Kennels Fire Equipment Layout
  - Site Lighting Layout
  - Office Block 1 Lighting & Power
  - Office Block 2 Lighting & Power
  - Kennels Lighting Layout
  - MDB Single Line Diagram Layout
  - SDB Single Line Diagram Layout
  - Kiosk-01 Single Line Diagram Layout
- Structural and Civil:
  - Dog Kennel Layout and Ramp Detail
  - Roof Truss Layout
  - Site Layout Plan
  - Parking Lot, Tank Stand, Walkway
  - Sewer Layout
  - Storm Water Layout
  - Water Reticulation
  - Water Reticulation

**Finishes Schedule** 

A6002

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". Page 2 of 2 For Internal & External Use Version: 2021/01 Effective date: August 2021

ltem No		Quantity	Rate	Amount	
	SECTION No. 1 - PRELIMINARIES				
	BILL NO. 1				
	PRELIMINARIES				
	MEANING OF TERMS "TENDER / TENDERER"				
	Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"				
	PRELIMINARIES				
	The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"				
	PRICING OF PRELIMINARIES				
	Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item				
	Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities				
	SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT				
	Carried to Collection Section No. 1		R		
	Bill No. 1 PRELIMINARIES AND GENERAL				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				
	-1-				

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#### DEFINITIONS

#### A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

1

Clause 1.1 Definition of "Commencement Date" is added:

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

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

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

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

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

Clause 1.1 Definition of "Corrupt Practice" is added:

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

Clause 1.1 Definition of "Fraudulent Practice" is added:

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

#### **Carried to Collection**

Clause 1.1 Definition of " <b>Interest</b> " is amended by replacing it with the following:			
<b>"INTEREST"</b> means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)			
Clause 1.1 Definition of " <b>Principal Agent</b> " is amended by replacing it with the following:			
"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule			
Clause 1.1 Definition of " <b>Security</b> " is amended by replacing it with the following:			
"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss			
Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"			
Clause 1.6.4 is amended by replacing it with the following:			
No clause			
Fixed: Value related: Time related:	ltem		
Carried to Collection		R	_
Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

	OBJECTIVE AND PREPARATION			
1	A2.0 OFFER, ACCEPTANCE AND PERFORMANCE			
	Clause 2.0			
	Fixed: Value related: Time related:	Item		
2	A3.0 DOCUMENTS			
	Clause 3.0			
	Clause 3.2.1 is amended by replacing"14.1" with "14.0"			
	Clause 3.7 is amended by the addition of the following:			
	The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the <b>site</b> , to which the <b>employer</b> , <b>principal agent</b> and <b>agents</b> shall have access at all times			
	Clause 3.10 is amended by replacing the second reference to " <b>principal agent</b> " with the word " <b>employer</b> "			
	Fixed: Value related: Time related:	Item		
3	A4.0 DESIGN RESPONSIBILITY			
	Clause 4.0			
	Clause 4.3 is amended by replacing it with the following:			
	No clause			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL <b>REPAIRS AND MAINTENANCE TO THE</b> <b>MTHATHA DOG UNIT - COMPLETION CONTRACT</b>			

1	A5.0 EMPLOYER'S AGENTS			
	Clause 5.0			
	Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8			
	Fixed: Value related: Time related:	Item		
2	A6.0 SITE REPRESENTATIVE			
	Clause 6.0			
	Fixed: Value related: Time related:	Item		
3	A7.0 COMPLIANCE WITH REGULATIONS			
	Clause 7.0			
	Note: A separate clause has been included in Section C : Specific Preliminaries of the <b>bills of quantities / lump</b> <b>sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification			
	Fixed: Value related: Time related:	Item		
4	A8.0 WORKS RISK			
	Clause 8.0			
	Fixed: Value related: Time related:	Item		
5	A9.0 INDEMNITIES			
	Clause 9.0			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1			
	PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

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#### A10.0 WORKS INSURANCES

#### Clause 10.0

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

#### 10.5 Damage to the Works

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

#### **Carried to Collection**

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## 10.6 Injury to Persons or loss of or damage to Properties

- (a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable
- (b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable
- (c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor
- (d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion

**Carried to Collection** 

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

#### 10.7 High risk insurance

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

#### 10.7.1 Damage to the works

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

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

#### **Carried to Collection**

# 10.7.2 Injury to persons or loss of or damage to property

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

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

**10.7.4** The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed:	Value related:	Time
related:		

#### **Carried to Collection**

Item

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1	A11.0 LIABILITY INSURANCES			
	Clause 11.0			
	Fixed: Value related: Time related:	ltem		
2	A12.0 EFFECTING INSURANCES			
	Clause 12.0			
	Fixed: Value related: Time related:	Item		
3	A13.0 No clause	N/A		
4	A14.0 SECURITY			
	Clause 14.0			
	Clauses 14.1 - 14.8 are amended by replacing them with the following:			
	14.1 In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be provided by the <b>contractor</b> to the <b>employer</b> will be a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)			
	14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)			
	14.1.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b>			
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

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14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

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

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

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor** 

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor** 

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

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

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

#### **Carried to Collection**

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

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date** 

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

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

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

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

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

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

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

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

#### **Carried to Collection**

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14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

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

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date** 

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

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

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

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

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

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

#### **Carried to Collection**

	<ul> <li>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</li> <li>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</li> </ul>			
	Fixed: Value related: Time related:	ltem		
	EXECUTION			
1	A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS			
	Clause 15.0			
	Clause 15.1.1 is amended by replacing it with:			
	No clause			
	Clause 15.1.2 is amended by replacing it with:			
	The <b>security</b> selected in terms of 14.0			
	Clause 15.1 is amended by the addition of the following clause:			
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) <b>calendar days</b> of <b>commencement date</b>			
	Clause 15.2.1 is amended by replacing it with the following clause:			
	Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.4			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL			
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	A16.0 ACCESS TO THE WORKS			
	Clause 16.0			
	Fixed: Value related: Time related:	ltem		
2	A17.0 CONTRACT INSTRUCTIONS			
	Clause 17.0			
	Clause 17.1.11 is amended by deleting the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b> "			
	Fixed: Value related: Time related:	Item		
3	A18.0 SETTING OUT OF THE WORKS			
	Clause 18.0			
	Fixed: Value related: Time related:	Item		
4	A19.0 ASSIGNMENT			
	Clause 19.0			
	Fixed: Value related: Time related:	Item		
5	A20.0 NOMINATED SUBCONTRACTORS			
	Clause 20.0			
	Clause 20.1.3 is amended by replacing it with the following:			
	No clause			
	Note: See item B9.1 hereinafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1			
	PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	A21.0 SELECTED SUBCONTRACTORS			
	Clause 21.0			
	Clause 21 is amended by replacing it with:			
	No clause			
	Fixed: Value related: Time related:	Item		
2	A22.0 EMPLOYER'S DIRECT CONTRACTORS			
	Clause 22.0			
	Fixed: Value related: Time related:	Item		
3	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS			
	Clause 23.0			
	Fixed: Value related: Time related:	Item		
	COMPLETION			
4	A24.0 PRACTICAL COMPLETION			
	Clause 24.0			
	Fixed: Value related: Time related:	Item		
5	A25.0 WORKS COMPLETION			
	Clause 25.0			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1			
	PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	A26.0 FINAL COMPLETION		
	Clause 26.0		
	Clause 26.1.2 is amended by inserting "#" next to 26.1.2		
	Fixed: Value related: Time related:	Item	
2	A27.0 LATENT DEFECTS LIABILITY PERIOD		
	Clause 27.0		
	Fixed: Value related: Time related:	Item	
3	A28.0 SECTIONAL COMPLETION		
	Clause 28.0		
	Fixed: Value related: Time related:	Item	
4	A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION		
	Clause 29.0		
	Clause 29.2.5 is amended by replacing it with:		
	No clause		
	Fixed: Value related: Time related:	Item	
5	A30.0 PENALTY FOR NON-COMPLETION		
	Clause 30.0		
	Fixed: Value related: Time related:	Item	
	PAYMENT		
6	A31.0 INTERIM PAYMENT TO THE CONTRACTOR		
	Clause 31.0		
	Carried to Collection		2
	Section No. 1		
	Bill No. 1 PRELIMINARIES AND GENERAL		
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		

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Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"  $\,$ 

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

#### Alternative A

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

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

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion** 

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate** 

#### Alternative B

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

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

#### **Carried to Collection**

	31.8(B).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>			
	31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6			
	31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment</b> certificate			
	Clause 31.12 is amended by deleting the following:			
	Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due			
	Fixed: Value related: Time related:	Item		
1	A32.0 ADJUSTMENT TO THE CONTRACT VALUE			
	Clause 32.0			
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:			
	"due to no fault of the contractor"			
	Fixed: Value related: Time related:	Item		
2	A33.0 RECOVERY OF EXPENSE AND LOSS			
	Clause 33.0			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1			
	PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	A34.0 FINAL ACCOUNT AND FINAL PAYMENT			
	Clause 34.0			
	Clause 34.1 is amended by removing "#" next to 34.1			
	Clause 34.2 is amended by inserting "#" next to 34.2			
	Clause 34.8 is amended by deleting the words "where <b>security</b> as a fixed <b>construction guarantee</b> in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"			
	Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"			
	Fixed: Value related: Time related:	Item		
2	A35.0 PAYMENT TO OTHER PARTIES			
	Clause 35.0			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1			F
	PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

	CANCELLATION			
1	A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT			
	Clause 36.0			
	Clause 36.1 is amended by the addition of the following clauses:			
	36.1.3 refuses or neglects to comply strictly with any of the conditions of contract			
	36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa			
	36.1.5 in the judgement of the <b>employer</b> , has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract			
	Clause 36.3 is amended by removing the reference to "No clause" and replacing the words " <b>principal agent"</b> with " <b>employer"</b>			
	Clause 36.0 is amended by the addition of the following clause:			
	36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
	Fixed: Value related: Time related:	Item		
2	A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE			
	Clause 37.0			
	Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"			
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL <b>REPAIRS AND MAINTENANCE TO THE</b>			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

	Clause 37.0 is amended by the addition of the following clause:			
	37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
	Fixed: Value related: Time related:	Item		
1	A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT			
	Clause 38.0			
	Clause 38.5.4 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"			
	Clause 38.0 is amended by the addition of the following clause:			
	38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
	Fixed: Value related: Time related:	Item		
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	Carried to Collection Section No. 1		ĸ	 
	BIII No. 1 PRELIMINARIES AND GENERAL			
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	A39.0 CANCELLATION - CESSATION OF THE WORKS			
	Clause 39.0			
	Clause 39.3.5 is amended by the addition of the following at the end of the sentence:			
	"within one hundred and twenty (120) <b>working days</b> of completion of such a report"			
	Fixed: Value related: Time related:	ltem		
	DISPUTE			
2	A40.0 DISPUTE SETTLEMENT			
	Clause 40.0			
	Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"			
	Clause 40.6 is amended by removing the reference to:			
	No clause			
	Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:			
	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs			
	Fixed: Value related: Time related:	ltem		
	SUBSTITUTE PROVISIONS			
3	A41.0 STATE CLAUSES			
	Clause 41.0			
	Fixed: Value related: Time related:	ltem		
	Carried to Collection		R	
	Section No. 1			 ╞
	BIII NO. 1 PRELIMINARIES AND GENERAL			
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

A42.0 THE SCHEDULE (DPW-04EC)         Clause 42.0         Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract         Fixed:	Clause 42.0 Tenderers are referred to the Contract Data DPW- O(EC) for variables pertaining to this contract Fixed:Time Item Item Item Item Item Item Item It	CONTRACT VARIABLES					
Tenderers are referred to the Contract Data DPW-O4(EC) for variables pertaining to this contract       Item         Fixed:	Tenderers are referred to the Contract Data DPW- O4(EC) for variables pertaining to this contract Fixed:Value related:Time related:Item Item Item Item Item Item Item Item		-04EC)				
04(EC) for variables pertaining to this contract  Fixed:Time Item Item Item Item Item Item Item It	Carried to Collection Section No. 1 Bill No.	Clause 42.0					
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	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE	Fixed:Value relat related:	ed:7	Time	Item		
Bill No. 1 PRELIMINARIES AND GENERAL		3ill No. 1 PRELIMINARIES AND GENERA	L	ection		R	

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	SECTION B: JBCC PRELIMINARIES			
	B1.0 DEFINITIONS AND INTERPRETATION			
1	B1.1 Definitions and interpretation			
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section			
	Fixed: Value related: Time related:	Item		
	B2.0 DOCUMENTS			
2	B2.1 Checking of documents			
	Fixed:Value related:Time related:	Item		
3	B2.2 Provisional bills of quantities			
	Fixed: Value related: Time related:	Item		
4	B2.3 Availability of construction documentation			
	Fixed: Value related: Time related:	Item		
5	B2.4 Interests of agents			
	Fixed: Value related: Time related:	Item		
6	B2.5 Priced documents			
	Fixed: Value related: Time related:	Item		
7	B2.6 Tender submission			
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"			
	Fixed: Value related: Time related:	Item		
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	Carried to Collection Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		R	

	<u>B3.0</u>	THE SITE				
1	B3.1	Defined works area				
	Fixed:_ related:	Value related:	Time	ltem		
2	B3.2	Geotechnical investigation				
	Fixed:_ related	Value related:	Time	ltem		
3	B3.3	Inspection of the site				
	Fixed:_ related:	Value related:	Time	Item		
4	B3.4	Existing premises occupied				
	Fixed:_ related:	Value related:	Time	ltem		
5	B3.5	Previous work - dimensional accuracy				
	Fixed:_ related:	Value related:	Time	ltem		
6	B3.6	Previous work - defects				
	Fixed:_ related:	Value related:	Time	ltem		
7	B3.7	Services - known				
	Fixed:_ related:	Value related:	Time	ltem		
8	B3.8	Services - unknown				
	Fixed:_ related:	Value related:	Time	ltem		
9	B3.9	Protection of trees				
	Fixed:_ related:	Value related:	Time	Item		
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	Section	No. 1	IECTION		R	 <u> </u>
	REPAI	1 MINARIES AND GENERAL RS AND MAINTENANCE TO THE THA DOG UNIT - COMPLETION CONTRAC	ст			

1	B3.10 Articles of value			
	Fixed: Value related: Time related:	Item		
2	B3.11 Inspection of adjoining properties			
	Fixed: Value related: Time related:	Item		
	B4.0 MANAGEMENT OF CONTRACT			
3	B4.1 Management of the works			
	Fixed:Value related: Time related:	Item		
4	B4.2 Programme for the works			
	Fixed: Value related: Time related:	Item		
5	B4.3 Progress meetings			
	Fixed: Value related: Time related:	Item		
6	B4.4 Technical meetings			
	Fixed: Value related: Time related:	Item		
7	B4.5 Labour and plant records			
	Fixed: Value related: Time related:	Item		
	B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS			
8	B5.1 Samples of materials			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1			
	PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	B5.2	Workmanship samples				
	Fixed:_ related	Value related:	Time	ltem		
2	B5.3	Shop drawings				
	Fixed:_ related	Value related:	Time	ltem		
3	B5.4	Compliance with manufacturers' instruc	ctions			
	Fixed:_ related	Value related:	Time	ltem		
	<u>B6.0</u>	TEMPORARY WORKS AND PLANT				
4	B6.1	Deposits and fees				
	Fixed:_ related	Value related: :	Time	ltem		
5	B6.2	Enclosure of the works				
	Fixed:_ related	Value related:	Time	ltem		
6	B6.3	Advertising				
	Fixed:_ related	Value related: :	Time	ltem		
7	B6.4	Plant, equipment, sheds and offices				
	Fixed:_ related	Value related:	Time	ltem		
8	B6.5	Main notice board				
	Fixed:_ related	Value related:	Time	ltem		
9	B6.6	Subcontractors' notice board				
	Fixed:_ related	Value related:	Time	ltem		
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	Section	n No. 1				
	REPAI	1 MINARIES AND GENERAL RS AND MAINTENANCE TO THE THA DOG UNIT - COMPLETION CONTRAC	ст			

	B7.0 TEMPORARY SERVICES			
1	B7.1 Location			
	Fixed: Value related: Time related:	Item		
2	B7.2 Water			
	Fixed: Value related: Time related:	Item		
3	B7.3 Electricity			
	Fixed: Value related: Time related:	Item		
4	B7.4 Telecommunication facilities			
	Fixed: Value related: Time related:	Item		
5	B7.5 Ablution facilities			
	Fixed: Value related: Time related:	Item		
	B8.0 PRIME COST AMOUNTS			
6	<i>B8.1 Responsibility for prime cost amounts</i>			
	Fixed: Value related: Time related:	Item		
	B9.0 ATTENDANCE ON N/S SUBCONTRACTORS			
7	B9.1 General attendance			
	Fixed: Value related: Time related:	Item		
8	B9.2 Special attendance			
	Fixed: Value related: Time related:	Item		
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	Carried to Collection Section No. 1		R	<u> </u>
	Bill No. 1 PRELIMINARIES AND GENERAL			
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	B9.3 Commissioning - fuel, water and electricity			
	Fixed: Value related: Time related:	Item		
	B10.0 FINANCIAL ASPECTS			
2	B10.1 Statutory taxes, duties and levies			
	Fixed: Value related: Time related:	Item		
3	B10.2 Payment for preliminaries			
	Fixed: Value related: Time related:	Item		
4	B10.3 Adjustment of preliminaries			
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of</b> <b>quantities / lump sum document"</b>			
	Fixed: Value related: Time related:	Item		
5	B10.4 Payment certificate cash flow			
	Fixed: Value related: Time related:	Item		
	B11.0 GENERAL			
6	B11.1 Protection of the works			
	Fixed: Value related: Time related:	Item		
7	B11.2 Protection / isolation of existing / sectionally occupied works			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1			 F
	PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	B11.3 Security of the works			
	Fixed: Value related: Time related:	Item		
2	B11.4 Notice before covering work			
	Fixed: Value related: Time related:	Item		
3	B11.5 Disturbance			
	Fixed: Value related: Time related:	Item		
4	B11.6 Environmental disturbance			
	Fixed: Value related: Time related:	Item		
5	B11.7 Works cleaning and clearing			
	Fixed: Value related: Time related:	Item		
6	B11.8 Vermin			
	Fixed: Value related: Time related:	Item		
7	B11.9 Overhand work			
	Fixed: Value related: Time related:	Item		
8	B11.10 Instruction manuals and guarantees			
	Fixed: Value related: Time related:	Item		
9	B11.11 As built information			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL <b>REPAIRS AND MAINTENANCE TO THE</b>			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	B11.12 Tenant installations			
	Fixed: Value related: Time related:	Item		
	B12.0 SCHEDULE OF VARIABLES			
2	B12.1 Schedule of variables			
	Fixed: Value related: Time related:	Item		
	This <b>schedule</b> contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b>			
	Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross- referenced to the applicable clause of the <b>schedule</b> . Key cross reference clauses are italicised in [] brackets			
	12.1 PRE-TENDER INFORMATION			
	<ul><li>12.1.1 Provisional bills of quantities</li><li>[2.2] The quantities are provisional</li><li>NO</li></ul>			
	<ul> <li>12.1.2 Availability of construction documentation</li> <li>[2.3] Construction documentation is complete</li> <li>YES</li> </ul>			
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

## 12.1.3 Interests of agents [2.4] Details: Employer: Department of Public Works 5th & 6th Floor PRD II Building Sutherland Street Mthatha Private Bag x 5007 Mthatha 5099 Tel: 047-5027109 Fax: 047-5323814 Architects Sambumbu & Associates Architects P.O. Box 7087 Mthatha 5099 Tel: 047-5324762 Fax: 047-5313302 **Quantity Surveyors** FWJK Quantity Surveyors P.O. Box 720 Mthatha 5100 Tel: 047-5325512 Fax: 047-5325296 **Electrical/Mechanical Engineers** Vokon Afrika Consulting P.O. Box 13586 East London 5217 Tel: 081-4154330 Fax: 043-7426023 **Civil/Structural Engineers Bulindos Consulting Engineers** Unit C3 Halfway Gardens Office Park Midrand Ext 4 1686 Tel: 066-0025134 Fax: 086-5161982 **Carried to Collection** R Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL **REPAIRS AND MAINTENANCE TO THE** MTHATHA DOG UNIT - COMPLETION CONTRACT

	<b>Defined works area</b> Details:			
[3.1]	The area of the work to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent at the compulsory site inspection meeting if applicable or on handing over of the site.			
12.1.5 [3.2]	<i>Geotechnical investigation</i> Details:			
12.1.6 <i>[3.4]</i>	<i>Existing premises occupied</i> Specific requirements:			
	The existing premises will be in use or occupied during the course of this <b>contract.</b>			
12.1.7 [3.5]	<b>Previous work - dimensional accuracy</b> Details:			
	The renovations and alterations are to existing premises and the dimensions on plan are approximates only and any discrepancies must be brought to the Principal Agents attention immediately.			
12.1.8 [3.6]	<b>Previous work - defects</b> Details:			
	The renovations and alterations are to existing premises and if any defects are detected that are not specified in the schedule the discrepancies must be brought to the Principal Agents attention immediately			
	Carried to Collection	R		
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	-34-			

## 12.1.9 Services - known [3.7] Details: Should the contractor encounter any existing services such as underground cables, pipes or sewer during the execution of the works he shall notify the principal agent immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the principal agent. 12.1.10 Protection of trees [3.9] Specific requirements: Only those trees and shrubs indicated as such on the drawings shall be removed or cut back. The remainder of the trees and shrubs shall be left undamaged. 12.1.11 Inspection of adjoining properties [3.11] Specific requirements: The contractor shall make his own arrangements with owners of adjoining properties in order to execute the works. 12.1.12 Enclosure of the works Specific requirements: [6.2] 12.1.13 Offices [6.4.3] Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk. chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times **Carried to Collection** R Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL **REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT**

12.1.14 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where 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			
12.1.15 [6.6]	Subcontractors' notice board A notice board is required			
[]	NO Specific requirements:			
12.1.16				
[7.2]	Option A (by <b>contractor</b> ) YES			
	Option B (by <b>employer</b> - free of charge) NO			
	Option C (by <b>employer</b> - metered) <i>NO</i>			
12.1.17 [7.3]	<i>Electricity</i> Option A (by contractor)			
[7.0]	YES			
	Option B (by <b>employer</b> - free of charge) <i>NO</i>			
	Option C (by <b>employer</b> - metered)			
	Carried to Collection		R	
Section	No. 1			
Bill No. 1 PRELIMINARIES AND GENERAL				
REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

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12.1.18 Telecommunications	
[7.4] Telephone	
YES	
Facsimile	
YES	
E-mail YES	
123	
12.1.19 Ablution facilities	
[7.5] Option A (by contractor)	
YES	
Option B (by <b>employer</b> )	
NO	
12.1.20 Protection of existing/sectionally occupied	
works	
[11.2] Protection is required YES	
ies	
12.1.21 Special attendance	
[9.2] Subcontractor (1) details:	
Cubeentrester (2) detaile:	
Subcontractor (2) details:	
Subcontractor (3) details:	
Subcontractor (4) details:	
12.1.22 Protection of the works	
[11.1] Specific requirements:	
12.1.23 Disturbance	
[11.5] Specific requirements:	
The <b>contractor</b> shall keep the site, structures,	
etc well watered during operations to prevent	
dust and shall provide and erect and remove on	
completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of	
the principal agent	
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Carried to Collection	
Section No. 1	
Bill No. 1	
PRELIMINARIES AND GENERAL	
REPAIRS AND MAINTENANCE TO THE	
MTHATHA DOG UNIT - COMPLETION CONTRACT	

		<i>Environmental disturbance</i> Specific requirements:			
	[11.0]				
	12.2	POST-TENDER INFORMATION			
		Payment of preliminaries			
	[10.2]	Option A (prorated) YES/NO			
		Option B (calculated) YES/NO			
		Adjustment of preliminaries Option A (three categories) YES/NO			
		Option B (detailed breakdown) YES/NO			
	12.2.3	Additional agreed preliminaries items Details:			
	<u>SECT</u>	ION C: SPECIFIC PRELIMINARIES			
	apply to	<b>C</b> contains specific preliminary items which this contract except where N/A (Not Applicable) against an item			
1	C1.0	CONTRACT DRAWINGS			
	comprise tendering work to nature a	rawings issued with the tender documents do not se the complete set but serve as a guide only for ng purposes and for indicating the scope of the enable the tenderer to acquaint himself with the and extent of the <b>works</b> and the manner in which e to be executed			
	underst his tend	any part of the drawings not be clearly ood by the tenderer he shall, before submitting ler, obtain clarification in writing from the <b>al agent</b>			
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		Carried to Collection		R	
	Section Bill No.				 $\square$
	PRELIN	IINARIES AND GENERAL <b>RS AND MAINTENANCE TO THE</b>			
		HA DOG UNIT - COMPLETION CONTRACT			

1	C2.0 GENERAL PREAMBLES			
	The document "Construction Works: Specifications, General Specification (PW371 - A Edition 2.0)" is obtainable on the Department's website (http://www.publicworks.gov.za/ under "Consultants Guidelines"), and shall be read in conjunction with the <b>Bills of Quantities</b> and be referred to for the full descriptions of work to be done and materials to be used.			
	Fixed: Value related: Time related:	Item		
2	C3.0 TRADE NAMES			
	Wherever a trade name for any product has been described in the <b>Bills of Quantities</b> , the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to			
	have been tendered for			
	Fixed: Value related: Time related:	Item		
3	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 price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	C5.0 VIEWING THE SITE IN SECURITY AREAS			
	The <b>site</b> 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 <b>site</b> for tendering purposes			
	Fixed: Value related: Time related:	Item		
2	C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS			
	As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b> . Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account			
	Fixed: Value related: Time related:	Item		
3	C7.0 ENTRANCE PERMITS TO SECURITY AREAS			
	As the <b>works</b> falls within a security area the <b>contractor</b> 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			
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	Carried to Collection		R	1
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		-	

1	C8.0 SECURITY CHECK OF PERSONNEL			
	The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified			
	In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b>			
	Fixed:Value related: Time related:	ltem		
2	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			
	Fixed: Value related: Time related:	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

C10.0 HIV/AIDS AWARENESS			
It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>Bills of</b> <b>Quantities</b> . 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 <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b> , notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including 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			
Fixed: Value related: Time related:	Item		
C10.2 AWARENESS WORKSHOPS			
Selection and appointment of a competent Service Provider approved by the <b>principal agent</b> , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification			
Fixed: Value related: Time related:	Item		
Carried to Collection		R	
Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

1

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 <b>construction period</b> , all in accordance with the HIV/AIDS Specification			
Fixed: Value related: Time related:	ltem		
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 <b>construction period</b> , all in accordance with the HIV/AIDS Specification			
Fixed: Value related: Time related:	Item		
C10.5 MONITORING			
Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification			
Fixed: Value related: Time related:	ltem		
		_	
Carried to Collection Section No. 1		R	
Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

R

The <b>contractor</b> shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
It is required of the <b>contractor</b> to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

this Section of the Bills of Quantities

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

Fixed: Time related:	Value related:	Item
	Carried to Collection	
Section No. 1 Bill No. 1		
PRELIMINARIES AND REPAIRS AND MAIN	TENANCE TO THE	
MTHATHA DOG UNIT	- COMPLETION CONTRACT	

1	C 13.0 CONTRACTORS REPORTS / LABOUR RECORDS / PLANT RECORDS			
	Monthly the contractor shall provide the principal agent with a written record and portfolio of evidence, in an approved schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day as well as the number, type and capacity of all plant, excluding hand tools, currently used on the works.			
	The contractor shall maintain records on a daily basis of all persons employed on the site as well as all plant on the site.			
	The Contractor is required to furnish the Employer with a detailed report in a required format on a monthly basis and is to make provision under this item for completing the reports on a monthly basis.			
	Fixed: Value related: Time related:	ltem		
	Carried to Collection Section No. 1		R	 
	Bill No. 1 PRELIMINARIES AND GENERAL REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL **COLLECTION** Page Amount No Total Brought Forward from Page No. 1 ----2 -----3 -----4 -----5 . . . . . . . . . . . . . . . . 6 -----7 8 9 . . . . . . . . . . . . 10 -----11 -----12 . . . . . . . . . . . . . . . . 13 -----14 - - - - - - - - - - - - I 15 -----16 -----17 -----18 -----19 -----20 **Carried Forward** R Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL **REPAIRS AND MAINTENANCE TO THE** MTHATHA DOG UNIT - COMPLETION CONTRACT

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Section No. 1			
Bill No. 1			
PRELIMINARIES AND GENERAL			
COLLECTION			
	Page		Amount
Brought Forward	No	R	
Total Brought Forward from Page No.	21		
	22		
	23		
	24		
	25		
	26		
	27		
	28		
	29		
	30		
	31		
	32		
	33		
	34		
	35		
	36		
	37		
	38		
	39		
Carried Forward		R	
Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL			
REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

Secti	on No. 1			
Bill N	o. 1			
PREI	IMINARIES AND GENERAL			
<u>COL</u>	LECTION			
		Page No		Amount
	Brought Forward	NO	R	
Total	Brought Forward from Page No.	40		
		41		
		42		
		43		
		44		
		45		
	Carried to Final Summary		R	
Sect	ion No. 1 No. 1			
PRE	LIMINARIES AND GENERAL AIRS AND MAINTENANCE TO THE			
	AIRS AND MAINTENANCE TO THE ATHA DOG UNIT - COMPLETION CONTRACT			

ltem	
No	

em O			Quantity	Rate	Amount	
-	SECTION No. 2					
	<u>BILL No. 1</u>					
	ALTERATIONS, DEMOLITIONS, ETC.					
	Note:					
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).					
	ALTERATIONS					
	Taking down and setting aside for re-use shall be deemed to include for suitable temporary storage					
	EXTERNAL WORKS					
	Aprons and walkways					
1	Take up, clean off all algae, dirt, etc. and set aside for re-use precast 60mm concrete pavers as 3/50.	m2	254			
	REFURBISHMENT, PREPARATORY WORKS, ETC.					
	General repairwork					
2	Repair crack in horizontal top surface of existing concrete floor using approved epoxy based injection type repair grout mixed and applied in strict accordance with the Manufacturer's instructions	m	146			
3	Angle grind 6mm wide x 25mm deep groove in horizontal mortar joint of brickwork, insert 3mm diameter galvanised wire and repoint joint in cement mortar to match existing	m	140			
4	High pressure clean existing aprons and apply screed in patches to damaged areas	m2	12			
	Carried to Collection Section No. 2			R		_
	Bill No. 1 ALTERATIONS, DEMOLTIONS AND REFURBISHMENT REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					

	Refurbishment by cleaning				
	Walls, concrete columns, tiling, etc.				
1	High pressure clean external rockface concrete brick facade to remove dirt, lichen, moss, etc. complete including recess pointing and jointing in cement mortar, where necessary, to match existing	m2	19		
2	High pressure clean external face brick facade to remove dirt, lichen, moss, etc. complete including recess pointing and jointing in cement mortar, where necessary, to match existing	m2	332		
	<u>CONCRETE</u>				
3	Form neat saw cut not exceeding 10mm wide and deep in top of concrete surface bed.	m	75		
4	Cast 25Mpa reinforced concrete surface bed in patches, on excavated surfaces	m3	2		
5	Scable surfaces of existing concrete or plaster surfaces to receive new works	m2	35		
6	Carefully sawcut existing concrete surface for demolishing of damaged parts	m	25		
	Breaking up and removing mass concrete				
7	Hack up and remove concrete surfaces in surface beds	m3	3		
8	Hack up and remove concrete surfaces in steps and ramps, channels etc	m3	2		
	Breaking up and removing reinforced concrete				
9	Hack up and remove concrete surfaces in surface beds	m3	2		
10	Hack up and remove concrete surfaces in steps and ramps, channels etc	m3	5		
	Carried to Collection			R	
	Section No. 2 Bill No. 1				ſ
	ALTERATIONS, DEMOLTIONS AND REFURBISHMENT REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	Repair floor cracks				
1	Make sure crack is clean and free of contaminants. Apply Primer to exposed concrete surface in crack. Seal joint using 8mm wide x 10mm deep 1-Part, moisture curing, elastic joint sealant and multipurpose adhesive based on polyurethane flush with concrete with a jointex backing strip.	m	35		
	BRICKWORK				
2	Demolish half brick internal wall including finishes and cart away demolished materials.	m2	6		
3	Demolish one brick internal wall including finishes and cart away demolished materials.	m2	10		
4	Complete 10mm mortar jointing to all brickwall and make good damaged parts	m2	45		
	PLASTERING				
	Floors				
5	Hack up 25mm thick granolithic or floor screed and cart away including preparing surface bed to receive new screed (elsewhere).	m2	25		
	Walls				
6	Hack off plaster from brick wall and cart away including preparing to receive new plaster (elsewhere).	m2	28		
7	Open up cracks in palstered walls and fill with approved crack filler compound and prepare area to receive new paintwork (elsewhere).	m	75		
	Carried to Collection			R	
	Section No. 2 Bill No. 1				
	ALTERATIONS, DEMOLTIONS AND REFURBISHMENT REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 2			
Bill No. 1			
ALTERATIONS, DEMOLTIONS AND REFURBISHMENTS			
COLLECTION			
	Page No		Amount
Total Brought Forward from Page No.	49		
	50		
	51		
Carried Forward to Summary of Section No. 2		R	
Carried Forward to Summary of Section No. 2 Section No. 2 Bill No. 1			
Bill No. 1 ALTERATIONS, DEMOLTIONS AND REFURBISHMENT REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

ltem No			Quantity	Rate	Amount	
	BILL No. 2					
	CONCRETE, FORMWORK & REINFORCEMENT					
	Note:					
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).					
	Reinforced concrete 25MPa (19mm stone) in:					
1	Surface beds in small quantities in confined spaces	m3	9			
2	Ramps, steps, etc	m3	2			
	Test blocks and testing					
3	Allow for preparing and curing a set of three test cubes, each size 150mm x 150mm x 150mm and pay all transport and testing costs undertaken by an approved independent laboratory. (Provisional)	Sets	4			
	FORMWORK					
	Edges, risers, ends and reveals					
4	Edge, riser, etc not exceeding 300mm high	m	88			
	Surface treatment					
5	Float surface of concrete to a wood float finish	m2	97			
	Movement joints					
6	10mm Thick closed cell polyethylene joint forming material with hinged blocking piece, not exceeding 300mm wide, between concrete and concrete or brickwork surfaces	m	155			
	Carried to Collection Section No. 2 Bill No. 2 CONCRETE, FORMWORK AND REINFORCEMENT REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R		_

1	Welded mesh reinforcement	1			
	High tensile welded steel mesh reinforcement :				
1	Ref: 193 cast into concrete surfaces	m2	69		
	Carried to Collection Section No. 2			R	╞
	Bill No. 2 CONCRETE, FORMWORK AND REINFORCEMENT REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				
	-54-				

Section No. 2				
Bill No. 2				
CONCRETE, FORMWORK AND REINFORCEMENT				
COLLECTION				
	Page		Amount	
Total Brought Forward from Page No.	<b>No</b> 53			
	54			
		-		
Carried Forward to Summary of Section No. 2		R		
Section No. 2 Bill No. 2		_		
CONCRETE, FORMWORK AND REINFORCEMENT REPAIRS AND MAINTENANCE TO THE				
MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No			Quantity	Rate	Amount	
	BILL No. 3					
	MASONRY					
	Note:					
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).					
	SUPERSTRUCTURE BRICKWORK					
	<u>Walls and linings in stock bricks (7MPa) in 5:1</u> cement mortar :					
1	Half brick wall	m2	15			
2	One brick wall	m2	28			
	Beamfilling					
3	Half brick wall in beamfilling	m2	37			
4	Half brick wall in beamfilling in uncompleted patches to existing work	m2	25			
5	One brick wall in beamfilling	m2	15			
6	One brick wall in beamfilling in uncompleted patches to existing work	m2	17			
	Bagging					
7	Bag down outer face of inner skin of brick wall in 4:1 cement slurry	m2	7			
	Reinforcement to brickwork					
8	Galvanised brick reinforcement 75mm wide built horizontally into brickwork	m	92			
9	Galvanised brick reinforcement 150mm wide built horizontally into brickwork	m	50			
	Carried to Collection Section No. 2 Bill No. 3 MASONRY REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R		_

1	Precast pre-stressed reinforced concrete lintols				l l
1	75 x 110mm Lintol not exceeding 3m long, built at both ends into brickwork over opening	m	15		
	EXTERNAL FACE BRICKWORK				
	<u>"Corobrik - Firelight travertine" or other equal and</u> approved face bricks including jointing and square recess pointing 6 x 10mm joints				
2	Extra over ordinary brickwork for facing and pointing in stretcher bond	m2	78		
3	Extra over ordinary brickwork for facing and pointing in stretcher bond in patches to existing works	m2	35		
	Face brick copings, lintols, cills, etc.				
	"Corobrik - Firelight travertine" or other equal and approved face bricks including jointing and square recess pointing 6 x 10mm joints				
4	Extra over brickwork for cut brick-on-edge header course lintol, 110mm wide, including pointing to face and soffit	m	5		
5	Extra over brickwork for cut brick-on-edge cill, 165mm wide, set sloping and slightly projecting including pointing to face and top	m	10		
6	Extra over brickwork for brick-on-edge header course coping, 220mm wide, including pointing to both faces and top	m	32		
	MISCELLANEOUS				
	Quarry tiles, cement tiles, fibre-cement, etc.				
	Natural grey fibre-cement cills				
7	15mm x 150mm Wide cill set flat and slightly projecting	m	3		
	Carried to Collection			R	
	Section No. 2 Bill No. 3				
	MASONRY REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 2				
Bill No. 3				
MASONRY				
COLLECTION				
Total Brought Forward from Page No.	Page           56           57		Amount	
Carried Forward to Summary of Section No. 2 Section No. 2 Bill No. 3 MASONRY REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		R		

ltem No		Quantity	Rate	Amount
	BILL No. 4			
	WATERPROOFING			
	Note:			
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
	DAMP-PROOF COURSE			
	375 Micron polyethylene damp-proof sheeting :			
1	Laid in walls m2	55		
	Carried Forward to Summary of Section No. 2 Section No. 2		R	
	Bill No. 4 WATERPROOFING			
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

ltem No			Quantity	Rate	Amount
	BILL No. 5				
	ROOF COVERINGS				
	Note:				
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).				
	PROFILED SHEETING OF METAL, FIBRE CEMENT, PLASTIC, ETC.				
	Metal roof sheeting				
	0,80mm Thick Z200 "IBR Profile" galvanised metal roof sheeting, in single sheet lengths, with factory applied colour finish to external face and standard backing coat to internal face :				
1	Roof sheeting laid to a pitch not exceeding 25° and secured to timber purlins at approximately 1 200mm centres including turning up sheet at ridge and turning down sheet at eaves	m2	66		
	<u>Accessories</u>				
	Accessories, etc. to match roof sheeting				
2	Stepped counter flashing, 231mm girth, recess sealed into brickwork joint.	m	16		
3	Headwall Stepped counter flashing, 231mm girth, recess sealed into brickwork joint and approved sealant in jointing between flushing and brickwall	m	16		
4	Sidewall flashing 400mm girth	m	28		
5	Broad flute serrated closer including polyclosers.	m	22		
6	Narrow flute serrated closer including polyclosers.	m	22		
	<b>Carried Forward to Summary of Section No. 2</b> Section No. 2 Bill No. 5 ROOF COVERINGS <b>REPAIRS AND MAINTENANCE TO THE</b> <b>MTHATHA DOG UNIT - COMPLETION CONTRACT</b>			R	

	Quantity	Rate	Amoun
BILL No. 6			
CARPENTRY AND JOINERY			
Note:			
For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
PLATE NAILED TIMBER ROOF CONSTRUCTION			
Prefabricated timber roof trusses shall be constructed of South African pine by a firm of specialist designer manufacturer's as approved by the Architect.			
Prices must include for all cross and windbracing according to the manufacturer's instruction.			
Prices must include for the design, plans and approval of all timber trusses and no claim shall be considered.			
Pre-fabricated timber roof trusses shall comply with the requirements of SABS Specification 0163 and be constructed of South African pine as described in clause 8.5 to the designs shown on the Manufacturer's detail drawings. The timber shall be of cross-sectional dimensions shown, cut to correct lengths with ends square or at the required angle.			
Trusses shall be assembled in truss fabricating jigs with the truss having the proper camber, all tightly clamped together with joints secured using approved connector plates of galvanised steel sheet. Connector plates shall be pressed into the timber simultaneously from both sides of the truss with a hydraulic press capable of exerting such pressure as will ensure complete penetration of the teeth into the timber.			
The connector plates shall be of such size as will ensure that the joints so made will adequately withstand the forces exerted on the joints.			
Carried to Collection		R	
Section No. 2 Bill No. 6 CARPENTRY AND JOINERY REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

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In coastal areas connector plates in buildings without ceilings shall be painted with two coats of epoxy tar complying with SABS Specification 801 Type 2, or rust neutralising paint.

Approval of pre-fabricated roofing systems, whether measured as an alternative or not, shall be subject to the following requirements:

(a) The Manufacturer of the pre-fabricated trusses shall hold a certificate of competence issued by the Insitute for Timber Construction.

(b) A polyester print, size A1 having a minimum thickness of 0,5mm, shall be submitted by the Contractor to the Regional Representative at an early stage for approval by the Directorate: Structural Engineering Services.

(c) The drawings shall be signed by a Registered Professional Engineer whose name appears on the Departmental panel for structural work.

(d) In the case of systems buildings, approval shall be given with submission of the contract drawings on acceptance of the tender.

The following minimum information shall be shown on the drawings:

- (a) Details of the roof system with the position of the rafters and purlins indicated thereon as well as typical elevations.
- (b) Bracing as recommended by the Institute for Timber Construction.
- (c) Sizes and grading of the timber components.
- (d) Truss sizes, e.g. height of ridge or angle of pitch.
- (e) Plate sizes for every construction point. (Code numbers only are deemed insufficient).
- (f) Seperate connection details for hip, valley and jack rafters.

#### **Carried to Collection**

Section No. 2 Bill No. 6 CARPENTRY AND JOINERY **REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT** 

	(g)	Maximum spacing for purlins and brandering to ceilings shall be according to Subclauses 7.6.1 and 7.6.2 and Clauses 7.8, 7.9 and 9.5.				
	(h)	The type of roof covering as well as the design load. Over and above the supervision undertaken by the Representative / Agent, the Truss Fabricator or his Design Engineer shall inspect the completed roof structure and issue a certificate of confirmation to the Department that:				
		"The roof structure(s) has (have) been erected in accordance with the Design Engineer's drawings, as accepted by the Department, and the relevant details given in the manual "THE ERECTION AND BRACING OF TIMBER ROOF TRUSSES" issued by the National Timber Research Institute and the Institute for Timber Construction".				
	Fixing:					
	done w	ing of timber roof trusses, purlins, etc shall be vith galvanised nails. In coastal areas, copper, ium or stainless steel nails shall be used.				
		described as "nailed" shall be deemed to be fixed irdened steel nails or shot pins to brickwork or te.				
	<u>Erectio</u>	n certificates				
1	for eac installa	ctor is to supply a roof truss erection certificate h of the buildings stating that the erection and tion of the roof trusses has been inspected and ed by a professional registered structural er	No	1		
	<u>Plate n</u>	nailed timber roof trusses				
2	one sid	bitch timber roof trusses ,with 600mm over hang le and tie beam spanning exceeding 1,5m and ceeding 3m as per drawing number: A1002C	No	18		
		Carried to Collection			R	
	Section	n No. 2			ĸ	-
	REPAI	6 ENTRY AND JOINERY RS AND MAINTENANCE TO THE THA DOG UNIT - COMPLETION CONTRACT				

	Purlins, bracing, etc.			
	Sawn softwood :			
1	38 x 114mm Wall plate wired down (wire ties elsewhere)	m	22	
2	50 x 76mm Purlins	m	67	
3	50 x 76mm Cross bracing	m	26	
4	50 x 76mm Runners	m	26	
5	38 x 38 x 152mm Long cleat spiked to rafter foot	No	18	
6	50 x 76 x 500mm Long sprocket spiked to timber purlin	No	54	
	Wrot softwood :			
7	38 x 114mm Rafters	m	44	
8	50 x 150mm Rafters	m	89	
	Laminated S. A. pine:			
9	50 x 225mm beam	m	27	
	Sundries:			
10	Hurricane clip fixed to purlin and rafter	No	205	
	EAVES, VERGES, ETC			
	Pressed fibre-cement:			
11	12 x 225mm Fascia board drilled and brass screwed to rafter feet including galvanised steel H-profile jointing strips, etc	m	22	
	Sundries			
12	Extra for splay cut end to fascia board	No	2	
	Carried to Collection			
	Section No. 2 Bill No. 6 CARPENTRY AND JOINERY REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

Section No. 2				
Bill No. 6				
CARPENTRY AND JOINERY				
COLLECTION				
	Page No		Amount	
Total Brought Forward from Page No.	61			
	62			
	63			
	64			
Carried Forward to Summary of Section No. 2		R		
Section No. 2 Bill No. 6				
CARPENTRY AND JOINERY REPAIRS AND MAINTENANCE TO THE				
MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No			Quantity	Rate	Amount	
	BILL No.7					
	IRONMONGERY					
	Note:					
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).					
	IRONMONGERY TO TIMBER DOORS, FRAMES, ETC.					
	Hinges, bolts, etc.					
1	100 x 75mm Heavy duty brass butt hinges as .	No	3			
	<u>Handles</u>					
2	"Dormakaba DPH301 BTB" or other equal approved 149 x 19mm Stainless steel back to back offset tubular pull handle. <b>(Sets)</b> as .	No	1			
	Locksets, etc. to be masterkeyed					
3	"Dormakaba DWC-006" or other equal approved Stainless steel disabled indicator set with turnknob for the physically impaired.	No	1			
	Lockcases, conversion sets, escutcheons, etc.					
4	"Dormakaba DMWC-SS-008" or other equal approved bathroom deadbolt as 10/94.	No	1			
	Information signage					
5	300 x 500mm Black lettering on white perspec signboard (Code: PL-20) includeing fixing as required, all as per Architects Drawing Number: 050172/A1/A6006	No	1			
	Carried to Collection Section No. 2 Bill No. 7 IRONMONGERY REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R		=

1	IRONMONGERY FIXED TO CONCRETE, TILING, ETC.				
	<u>Stops, holders, hooks, etc.</u>				
1	"Dorma DDS-SS-017" or other equal approved Stainless steel door stop plugged to floor .	No	2		
2	"Dorma DDH-SS-020" or other equal approved Stainless steel wall buffer as.	No	2		
3	"Halstead" or other equal approved 200mm Satin chome cabin hook and eye screwed to and including 100 x 100 x 75mm pre-varnished chamfered hardwood block plugged to wall as.	No	2		
4	"Halstead 401SC" or other equal approved satin chome doorstop and holder combination set plugged to floor as 5/96.	No	1		
5	178mm Sliding "Chrome polished " or other equal approved window stay and holder combination set plugged in.	No	4		
	Carried to Collection			R	
	Section No. 2 Bill No. 7 IRONMONGERY REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Secti	on No. 2				
Bill N	o. 7				
IRON	IMONGERY				
COL	LECTION				
		Page No		Amount	
Total	Brought Forward from Page No.	66			
		67			
	Carried Forward to Summary of Section No. 2		R		
Bill N	ion No. 2 No. 7 NMONGERY				
REP	AIRS AND MAINTENANCE TO THE IATHA DOG UNIT - COMPLETION CONTRACT				

ltem No		Quantity	Rate	Amount
	BILL No. 8			
	METALWORK			
	Note:			
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
	STEEL			
	<u>Steelwork</u>			
	Purlins			
1	100 x 50 x 20 x 2mm Cold formed lipped channelincluding bolting to brickwork at 910mm centres.m	67		
	GATES			
	Hot dipped galvanised mild steel			
2	Single gate, size 900mm wide x 2100mm high, the leaf formed of 44 x 8mm wall thickness mild steel plate framing all round with mitred and welded angles, the gate filled in with 12mm mild steel bars welded, at each end, vertically to perimeter framing at not exceeding 70mm centres, the leaf fitted with lock housing (lock elsewhere measured) formed of 2.5mm thick mild steel flat plate, 18mm round bar pin hinges, twice bolted to wall with and including M16 x 95mm galvanised coach screws. (elsewhere measured) as 2/99.	1		
3	Carefully attend to lock on Single gate, size 900mm wide x 2100mm high, the leaf formed of 44 x 8mm wall thickness mild steel plate framing all round with mitred and welded angles, with lock housing, and ensure that gate open and close properly including locking device No	1		
	Carried to Collection Section No. 2 Bill No. 8 METAL WORK BERAIRS AND MAINTENANCE TO THE		R	
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

	SECURITY FENCING TO THE DOG KENNELS				
	Fencing				
	The Contractor is to allow for, in his rates, for any necessary site clearance or preparation of ground for the fencing installation.				
1	Six strands of 4mm galvanised straining wires (evenly spaced) secured to straining posts with doubled 2mm galvanised wire inserted through hole in post and turned a minimum of four turns around straining wire and attached to straining frame at one end with not less than four turns at the other end to and inclusing 12mm diameter straining eye bolts	m	215		
2	Fencing formed of 100 x 50 x 2.5mm diameter Class A galvanised "Secumesh" security fence with vertical wires facing outwards secured with "Howgring" clips applied with "Howgring" pliers at 300mm centres to top and bottom straining wires and 500mm centres to four intermediate straining wires (elsewhere)	m2	94		
	Hot dipped galvanised steel posts, etc.				
3	60mm Diameter x 2.5mm wall thickness intermediate fencing post, 2700mm long fitted with pressed steel mushroom cap, the post fitted with 150 x 150 x 5mm baseplate at bottom and embedded in 350 x 350 x 600mm mass concrete (15 MPa) base including all necessary excavations, backfilling, concrete, etc	No	5		
4	150mm Diameter x 3mm wall thickness end or corner post 2700mm long fitted with pressed steel mushroom cap and one 60mm diameter x 2mm wall thickness raking stay, the post and stay fitted with 150 x 150 x 5mm baseplate at bottom and embedded in 350 x 350 x 600mm mass concrete (15 MPa) base, including all necessary excavations, backfilling, concrete, etc	No	4		
5	150mm Diameter x 3mm wall thickness intermediate straining or corner post 2700mm long fitted with pressed steel mushroom cap, but fitted with two 60mm diameter x 2mm wall thickness galvanised steel raking stays, the post and stays fitted with 150 x 150 x 5mm baseplate at bottom and embedded in 350 x 350 x 600mm mass concrete (15 MPa) base, including all necessary excavations, backfilling, concrete, etc	No	14		
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	Carried to Collection Section No. 2			R	 ╞
	Bill No. 8 METAL WORK REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	Hot dipped galvanised steel gates					
1	Security fence single gate, size 1 000mm wide x 1 800mm high, formed of 50mm diameter nominal bore x 3.25mm wall thickness hot dipped galvanised mild steel pipe framing all round with mitred and welded angles and cross braces, mullion and transome, scribed and welded into angles and cross intersections, with two 50mm nominal bore x 3.25mm wall thickness security posts each 600mm long with one end welded to top rail of gate and closure plate to the other end, the gate covered with 50 x 50 x 3.15mm weld mesh with four straining wires as before described and with four 2.37mm fourpoint core diameter single "Kampeon" wires with crimped droppers to security posts as before described; including 500mm diameter flat wrap razor barbed tape wire fixed as before described; leaf fitted with three 24mm diameter x 300mm long eyebolt hinges and stops including all holes, etc., welded or bolted to adjoining galvanised gatepost with and including 500mm long approved chain spot welded to gate and "Union 3122" padlock	Νο	10			
2						
~	Security fence double gate, size 1700mm wide x 1 950mm high, in two equal leaves, each leaf formed of 50mm diameter nominal bore x 3.25mm wall thickness hot dipped galvanised mild steel pipe framing all round with mitred and welded angles and cross braces, mullion and transome, scribed and welded into angles and cross intersections, with four 50mm nominal bore x 3.25mm wall thickness security posts each 600mm long with one end welded to top rail of gate and closure plate to the other end, the gate covered with 50 x 50 x 3.15mm weld mesh with four straining wires as before described and with four 2.37mm fourpoint core diameter single "Kampeon" wires with crimped droppers to security posts as before described; including 500mm diameter flat wrap razor barbed tape wire fixed as before described one leaf with 450mm mild steel towerbolt welded to bottom corner , with two 40 x 40 x 6mm angle rounded flange plates welded to styles of pipe framing, each plate once holed, each leaf fitted with three 24mm diameter x 300mm long eyebolt hinges and stops including all holes, etc., welded or bolted to adjoining galvanised gatepost with and including 500mm long approved chain spot welded to gate and "Union 3122" padlock	No	2			
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	Carried to Collection			R		╞
	Section No. 2 Bill No. 8 METAL WORK REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					
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	Hot dipped galvanised mild steel mesh screen	1	I		
1	Mesh screen, size 1170mm wide x 1700mm high, formed of 32 x 32 x 2mm wall thickness square hollow section framing all round and two horizontal rails with mitred and welded angles, the framing covered with 50 x 50 x 4mm weld mesh tack welded on, and including				
	fitting with two 50 x 10mm flat bar tee brackets and 16mm round bar pin hinges, twice bolted to wall with and including M16 x 95mm galvanised coach screws.	No	9		
2	galvanised metal grille to dog kennel , approximate size 2000mm long x 1500mm wide	No	10		
	<u>Sundries</u>				
3	25mm Diameter x 100mm long galvanised steel dropbolt keep, cast flush in surface bed, including forming necessary mortice and grouting in	No	2		
4	Mass concrete (15MPa) base, size 200 x 200 x 200mm deep, with 25mm diameter x 100mm galvanised sleeve cast in flush with ground level, to receive towerbolt (elsewhere), including all necessary excavations, etc	No	2		
	Welded framing to waste channel (Provisional)				
5	25 x 4.5 x 600mm Wide Mentis rectagrid in maximum 600mm lengths	m	12		
6	30 x 30 x 4mm Angle section framing welded on	m	25		
7	30 x 30 x 4mm Thick angle iron with 75 x 30 x 2.5mm fishtail lugs welded on and cast into concrete at 350mm centres	m	40		
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	Carried to Collection Section No. 2			R	
	Bill No. 8 METAL WORK				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 2				
Bill No. 8				
METAL WORK				
COLLECTION				
COLLECTION Total Brought Forward from Page No.	Page         69         70         71         72		Amount	
Carried Forward to Summary of Section No. 2 Section No. 2 Bill No. 8 METAL WORK REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		R		

ltem No			Quantity	Rate	Amount
	BILL No. 9				
	PLASTERING				
	Note:				
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).				
	<u>SCREEDS</u>				
	Untinted granolithic screeds				
1	25mm Thick on floors and landings	m2	55		
2	25mm Thick in patching to horizontal surfaces.	m2	65		
3	25mm Thick in narrow widths not exceeding 300mm wide	m2	3		
	<u>PLASTER</u>				
	One coat external 1:5 cement plaster on :				
4	Walls	m2	73		
5	Ditto in narrow widths not exceeding 300mm wide	m2	2		
6	Walls in patching	m2	7		
7	Ditto in narrow widths not exceeding 300mm wide.	m2	10		
	One coat internal 1:5 cement plaster on :				
8	Walls	m2	113		
9	Ditto in narrow widths not exceeding 300mm wide	m2	2		
10	Walls in patching	m2	5		
11	Ditto in narrow widths not exceeding 300mm wide	m2	10		
	Carried to Collection Section No. 2 Bill No. 9 PLASTERING REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

	2.5mm Thick acrylic skim plaster applied to :					
1	On plastered walls	m2	349			
1		m2 m2	349			
	Carried to Collection Section No. 2 Bill No. 9 PLASTERING REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R		
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Section No. 2			
Bill No. 9			
PLASTERING			
COLLECTION			
COLLECTION Total Brought Forward from Page No.	<b>Page</b> <b>No</b> 74 75		Amount
<b>Carried Forward to Summary of Section No. 2</b> Section No. 2 Bill No. 9 PLASTERING <b>REPAIRS AND MAINTENANCE TO THE</b> <b>MTHATHA DOG UNIT - COMPLETION CONTRACT</b>		R	

ltem No			Quantity	Rate	Amount	
	<u>BILL No. 10</u>					
	INTERNAL PLUMBING & DRAINAGE (PROVISIONAL)					
	Note:					
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).					
	<u>Testing :</u>					
	GUTTERS, ETC					
	Roof gutters, rainwater pipes, etc.					
1	Check aluminium gutters complete, including joints, accessories and proprietary fixings to existing members to leave gutters secure to facia boards, and extra securing brackets, screws where necessary.	m	205			
	0.8mm Thick powder coated seamless aluminium rainwater gutters, downpipes and accessories					
2	125 x 85mm Gutter fixed to fascia at maximum 600mm centres with and including proprietary fixings.	m	22			
3	Extra over aluminium gutter for forming discharge outlet to suit 90 x 90mm downpipe.	No	2			
4	Extra over gutter for stopped end.	No	2			
5	75 x 100mm Rainwater downpipe fixed to wall with and including proprietary holderbats.	m	5			
6	Extra over rainwater downpipe for bend.	No	2			
7	Extra over rainwater downpipe for swan neck bend to 900mm.	No	2			
	Carried to Collection			R		
	Bill No. 10 PLUMBING AND DRAINAGE (PROVISIONAL) REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					

	Work to existing aluminium gutters			
1	Allow for testing the water supply installation in accordance with the National Building Regulations	ltem		
2	Allow for testing the soil drainage and sewer plumbing installation in accordance with the National Building Regulations	Item		
3	Allow for testing the preceding sanitary plumbing installation in accordance with the National Building Regulations	Item		
	SANITARY FITTINGS, TANKS, GEYSERS, ETC.			
	Sanitary fitting sundries			
4	"Franke STR605" or equally approved waste bin surface mounted on and including proprietary mounting kit No	3		
5	"Franke CHRX630" or equally approved Paper towel dispenser plugged to wall with and including stainless steel screws No	3		
6	"Franke STRX616 or equally approved" Foam soap dispenser plugged to wall with and including stainless steel screws No	3		
7	"Franke BHM5P" or other equal approved stainless steel satin finish soap dish with deep drawn ribbed tray and drain holes plugged to wall No	2		
	Carried to Collection		R	
	Section No. 2 Bill No. 10 PLUMBING AND DRAINAGE (PROVISIONAL) REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

Section No. 2				
Bill No. 10				
PLUMBING AND DRAINAGE (PROVISIONAL)				
COLLECTION				
COLLECTION Total Brought Forward from Page No.	Page           No           77           78		Amount	
Carried Forward to Summary of Section No. 2 Section No. 2 Bill No. 10 PLUMBING AND DRAINAGE (PROVISIONAL) REPAIRS AND MAINTENANCE TO THE		R		
REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No			Quantity	Rate	Amount
	BILL No. 11				
	PAINTWORK				
	Note:				
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).				
	PAINTWORK ETC TO PREVIOUSLY PAINTED WORK				
	PAINT ON PLASTER				
	Prepare and apply one coat universal undercoat and two coats exterior acrylic emulsion sheen paint on :				
1	Internal smooth plastered walls	m2	350		
2	In narrow widths not exceeding 300mm wide	m2	8		
	Prepare and apply one coat universal undercoat and two coats exterior acrylic emulsion sheen paint on :				
3	External smooth plastered walls	m2	315		
4	In narrow widths not exceeding 300mm wide.	m2	8		
	PAINT ON NEW WORK				
	ON FLOATED PLASTER				
	<u>Clean thoroughly with a sugar soap solution, rinse well</u> and dry. All imperfections to be plastered with skimming plaster and sanded to a smooth and even surface. <u>Apply undercoat and apply two coats premium quality</u> interior velvet sheen highly washable and stain resistant paint.				
5	On internal walls	m2	125		
	Carried to Collection Section No. 2 Bill No. 11 PAINTWORK REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

	Remove loose and peeling paint back to firm edge and feather edges with 100 grit sandpaper. Remove surface contaminants with sugar soap solution, rinse with clean water, ensure surfaces are clean, dry and sound. Spot prime bare plaster with plaster primer/ Universal Undercoat thinned 5 parts primer to one part mineral turpentine by volume. Apply two coats washable, pure acrylic emulsion sheen paint				
1	On external walls	m2	60		
	PAINT ON TIMBER				
	Prime or oil on :				
	Prepare and apply two coats carbolineum wood preserver on :				
2	General surfaces of roof timbers	m2	93		
3	General surfaces of roof timbers not exceeding 300mm girth	m	15		
	ON BRICKWORK				
	Face brickwork treatment and polishing				
4	Two coats "Novabrick" or "Abe Wallseal" or "Equal approved" brick sealant polish to face brick surfaces	m2	225		
	Carried to Collection			R	
	Section No. 2 Bill No. 11				
	PAINTWORK REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 2				
Bill No. 11				
PAINTWORK				
COLLECTION				
COLLECTION Total Brought Forward from Page No.	Page           80           81		Amount	
Carried Forward to Summary of Section No. 2 Section No. 2		R		
Bill No. 11 PAINTWORK REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No			Quantity	Rate	Amount	
	BILL No. 12					
	EXTERNAL WORKS					
	Note:					
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).					
	STORMWATER DRAINAGE TO KENNELS					
	Concrete Channels					
	EARTHWORKS					
	Excavate in pickable material not exceeding 2m deep below natural or reduced ground level					
1	Reduce levels	m3	33			
2	Scarify in-situ material for a depth of 150mm and compact to obtain 93% modified AASHTO dry density	m2	110			
3	Extra over all excavations for carting surplus excavated material and spreading	m3	33			
	<u>FILLING</u>					
	Filling of natural gravel material G5 supplied by the contractor, compacted in 150mm layers to 95% Mod AASHTO density					
4	Under floors	m3	16			
	Filling of natural gravel material G7 supplied by the contractor, compacted in 150mm layers to 95% Mod AASHTO density					
5	Under floors	m3	16			
	Carried to Collection			R		_
	Section No. 2 Bill No. 12					
	EXTERNAL WORKS REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					

	CONCRETE, FORMWORK & REINFORCEMENT				
	Cement concrete (25MPa/19mm stone) mass in				
1	Concrete cast in formwork	m3	3		
	Sundries				
2	Extra for floating off smooth tops of surface beds laid in panels with a wood float	m2	32		
	Rough formwork (degree of accuracy II) to sides				
3	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	183		
	High tensile welded steel wire fabric reinforcement including all laps, bending, cutting, notching, etc.				
4	Fabric reinforcement Ref 193 in reinforcing to surface beds, slabs, etc	m2	1		
	PRECAST CONCRETE				
5	Channel size 600 x 100mm thick overall with v-shaped waterway	m	130		
6	Extra over for angle	No	18		
7	Extra over for stop end	No	4		
8	Extra over for T-intersection	No	1		
	ROUGH FORMWORK (DEGREE OF ACCURACY II)				
	Rough formwork to sides				
9	Edges, risers, ends and reveals	m	4		
	REINFORCEMENT				
	High tensile steel reinforcement				
10	10mm Diameter bars	t	0.50		
	Carried to Collection			R	$\square$
	Section No. 2			ĸ	 +
	BIII No. 12 EXTERNAL WORKS BERAIRS AND MAINTENANCE TO THE				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	THE FOLLOWING IN THE ELECTRICAL GENERATOR PLINTH				
	SITE CLEARANCE, ETC.				
	Site clearance:				
1	Clear site of All weeds using appropriate chemicals and cartaway rubbishes from site	m2	225		
2	Stripping average 150mm thick layer of top soil and stockpiling on site	m2	46		
	EXCAVATION, ETC.				
	Excavation in earth not exceeding 2m deep:				
3	Reduced levels	m3	12		
	Extra over trench and hole excavations in earth for excavation in:				
4	Soft rock	m3	1		
5	Hard rock	m3	0.3		
	Extra over all excavations for carting away:				
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	12		
	Risk of collapse of excavations:				
7	Sides of trench and hole excavations not exceeding 1,5m deep	m2	14		
	Keeping excavations free from water:				
8	Keeping excavations free from mud and all water other than from subterranean sources		Item		
	FILLING, ETC.				
	Earth filling (G7) as filling supplied by the contractor compacted to 90% Mod AASHTO density:				
9	Under floors, etc	m3	4		
	Carried to Collection Section No. 2 Bill No. 12 EXTERNAL WORKS REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

	Earth filling (G5) as filling supplied by the contractor compacted to 90% Mod AASHTO density:				
1	Under floors, etc	m3	4		
	Coarse river sand filling supplied by the contractor:				
2	50mm Under footings, etc	m3	2		
	Compaction of surfaces:				
3	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	28		
	TERMITE PROTECTION				
	"Chlordane", "Aldrin" or similar approved soil poisoning applied at the rate of 5 litres per square metre to:				
4	Surface of compacted filling under solid floor, including forming "V"-grooves and treating same against foundation walls	m2	28		
	Carried to Collection			R	
	Section No. 2 Bill No. 12				
	EXTERNAL WORKS REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	REINFORCED CONCRETE					
	25MPa/19mm Concrete:					
1	Surface beds including thickenings	m3	10			
	Test blocks:					
2	Making and testing set of 3No 150 x 150 x 150mm concrete strength test cube (Provisional)	Sets	2			
	Finishing top surfaces of concrete smooth with a wood float:					
3	Surface beds, slabs, etc., to falls	m2	28			
	REINFORCEMENT (PROVISIONAL)					
	High and mild tensile reinforcement to structural concrete work:					
4	Various diameter bars	t	0.94			
	Fabric reinforcement:					
5	Type 395 fabric reinforcement in surface beds	m2	28			
	FORMWORK					
	Smooth formwork to sides:					
6	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	34			
	PUMP HOUSE					
	SITE CLEARANCE, ETC.					
	Site clearance:					
7	Clear site of All weeds using appropriate chemicals and cartaway rubbishes from site	m2	4			
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	Carried to Collection Section No. 2			R		╞
	Bill No. 12 EXTERNAL WORKS					
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					
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	EXCAVATION, ETC.				
	Excavation in earth not exceeding 2m deep:				
1	Reduced levels	m3	1		
	Extra over trench and hole excavations in earth for excavation in:				
2	Soft rock	m3	0.1		
3	Hard rock	m3	0.1		
	Extra over all excavations for carting away:				
4	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1		
	Risk of collapse of excavations:				
5	Sides of trench and hole excavations not exceeding 1,5m deep	m2	0.4		
	Keeping excavations free from water:				
6	Keeping excavations free from mud and all water other than from subterranean sources		ltem		
	FILLING, ETC.				
	Earth filling (G7) as filling supplied by the contractor compacted to 90% Mod AASHTO density:				
7	Under floors, etc	m3	1		
	Compaction of surfaces:				
8	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	0.4		
	Carried to Collection			R	
	Section No. 2 Bill No. 12 EXTERNAL WORKS <b>REPAIRS AND MAINTENANCE TO THE</b>				
	MTHATHA DOG UNIT - COMPLETION CONTRACT				

	TERMITE PROTECTION				
	"Chlordane", "Aldrin" or similar approved soil poisoning applied at the rate of 5 litres per square metre to:				
1	Surface of compacted filling under solid floor, including forming "V"-grooves and treating same against foundation walls	m2	0.4		
	REINFORCED CONCRETE				
	25MPa/19mm Concrete:				
2	Surface beds including thickenings	m3	0.1		
3	Precast concrete slab, size 620 x 620 x 65mm thick to top of brickwall.	No	1		
	Finishing top surfaces of concrete smooth with a wood float:				
4	Surface beds, slabs, etc., to falls	m2	0.4		
	Fabric reinforcement:				
5	Type 195 fabric reinforcement in surface beds	m2	0.4		
	FORMWORK				
	Smooth formwork to sides:				
6	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	2		
	<u>Walls and linings in stock bricks (7MPa) in 5:1</u> <u>cement mortar :</u>				
7	One brick wall	m2	1		
	Reinforcement to brickwork				
8	Galvanised brick reinforcement 150mm wide built horizontally into brickwork	m	3		
	Carried to Collection			R	
	Section No. 2 Bill No. 12				
	EXTERNAL WORKS REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

EXTERNAL FACE BRICKWORK         "Corobrik - Firelight travertine" or other equal and approved face bricks including jointing and square recess pointing 6 x 10mm joints         1       Extra over ordinary brickwork for facing and pointing in stretcher bond         mtext       mtext         mtext	
1       Extra over ordinary brickwork for facing and pointing in stretcher bond       m2       1         1       Image: stretcher bond       m2       1	
Carried to Collection R	+
Section No. 2 Bill No. 12 EXTERNAL WORKS	+-
REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT	
-90-	

Section No. 2				
Bill No. 12				
EXTERNAL WORKS				
COLLECTION				
	Page No		Amount	
Total Brought Forward from Page No.	83			
	84			
	85			
	86			
	87			
	88			
	89			
	90			
Carried Forward to Summary of Section No. 2 Section No. 2		R		
Bill No. 12 EXTERNAL WORKS				
REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No			Quantity	Rate	Amount
	<u>BILL No. 13</u>				
	EXTERNAL PLUMBING AND DRAINAGE				
	Note:				
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).				
	THE FOLLOWING IN STORMWATER				
	Channels around the site:				
1	100mm Thick 20MPa V Drain 600mm wide reinforced with Ref: 193 high tensile welded steel mesh cast in panels, including shallow excavation as necessary, 150mm well compacted G7 to 90% MOD ASSHTO, requisite formwork, soil poisoning, steel trowel finishing to top surfaces, etc., complete	m	100		
2	10mm Softboard expansion joint material, set vertically between concrete surfaces not exceeding 300mm high	m	40		
3	10mm Softboard expansion joint material, set vertically between concrete and brickwork surfaces, not exceeding 300mm high	m	40		
4	10 x 10mm Polysulphide sealant expansion joint in floors or walls including raking out expansion joint filler as necessary	m	124		
5	Extra on last for open end, angle or intersection	No	4		
6	Extra over 2000 x 2000 x 150mm Thick hexagonal woven Class A galvanised mesh with PVC coating aperture size to be 60 80mm mesh wire 2.2mm diameter reno mattress laid on and including A3 non- wovwn needle punched Geotextile at end of channel, filled with and including imported hard rock (angular to round) filling, size 150 - 250mm with a maximum deviation of 5% for both oversize and undersize	No	2		
	Carried to Collection Section No. 2 Bill No. 13 EXTERNAL PLUMBING AND DRAINAGE REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

1	Extra over V drains for 600 x 1300mm Mentis grid and frame cast into concrete V drain	No	1		
	Concrete tests:				
2	Prepare set of three concrete cubes each size 150 x 150 x 150mm and deliver to an approved laboratory for testing and pay all charges. (Provisional)	No	3		
	THE FOLLOWING IN SOIL DRAINAGE				
	Repairs to existing sewer pipes:				
3	Existing 110mm Drainage pipe under ground to be checked serviced and cleaned and to be fully functional	m	12		
4	Existing 160mm Drainage pipe under ground to be checked serviced and cleaned and to be fully functional	m	20		
5	Existing Manhole to be checked, serviced, cleaned, benching to be reinstated and to be fully functional	No	12		
6	Take off existing manhole frame and replace with new cast iron double seal cover and frame type 4A	No	12		
7	Breaking through existing manhole to creat opening for 110mm diameter pipe, including making good	No	4		
8	Building up opening of 110mm diameter pipe to existing manhole and making good	No	2		
	Stormwater pipe preperation:				
9	Surface trenches not exceeding 2m deep	m3	10		
10	Extra over excavation in earth for excavation in soft rock	m3	2		
11	Extra over excavation in earth for excavation in hard rock	m3	2		
12	Extra over all excavations for carting away surplus excavated material and spreading, levelling and lightly compacting on site where directed average 150m from the excavations	m3	6		
13	Backfilling to trenches with material from excavations	m3	4		
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	Carried to Collection Section No. 2			R	 ╞
	Bill No. 13 EXTERNAL PLUMBING AND DRAINAGE REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

1	Imported filling material as backfilling to excavations	m3	4		
	<u>Supply, Lay, Joint, Bed Class (c) and test Upvc</u> Sewer Pipeline heavy duty class 34:				
2	110 mm Pipe laid in trenches not exceeding 1m deep. (Trenches elsewhere measured)	m	40		
3	160mm Pipes laid in trenches not exceeding 1m deep. (Trenches elsewhere measured)	m	26		
4	160mm Pipes laid in trenches exceeding 1m not exceeding 2m deep. (Trenches elsewhere measured)	m	12		
	Extra over U PVC pipes for fittings:				
5	110mm End cap	No	2		
6	110mm Bend	No	4		
7	110mm Junction with cleaning eye and lid	No	6		
8	160mm End cap	No	4		
9	160mm Bend	No	4		
10	160mm Junction	No	4		
	Carried to Collection	on		R	
	Section No. 2	~			
	Bill No. 13 EXTERNAL PLUMBING AND DRAINAGE				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

ĺ	Section No. 2				
	Bill No. 13				
	EXTERNAL PLUMBING AND DRAINAGE				
	COLLECTION				
	Total Brought Forward from Page No.	Page         92         93         94		Amount	
	Carried Forward to Summary of Section No. 2 Section No. 2 Bill No. 13 EXTERNAL PLUMBING AND DRAINAGE REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		R		

Bill No	SECTION SUMMARY - BUILDING WORKS	Page No		Amount	
1	ALTERATIONS, DEMOLTIONS AND REFURBISHMENTS	52			
2	CONCRETE, FORMWORK AND REINFORCEMENT	55			
3	MASONRY	58			
4	WATERPROOFING	59			
5	ROOF COVERINGS	60			
6	CARPENTRY AND JOINERY	65			
7	IRONMONGERY	68			
8	METAL WORK	73			
9	PLASTERING	76			
10	PLUMBING AND DRAINAGE (PROVISIONAL)	79			
11	PAINTWORK	82			
12	EXTERNAL WORKS	91			
13	EXTERNAL PLUMBING AND DRAINAGE	95			
	Carried to Final Summary		R		
	Section No. 2 REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No			Quantity	Rate	Amount	
	BILL No. 1					
	PREFABRICATED STRUCTURES					
	Prefabricated Structures Rental					
	SITE CLEARANCE, ETC.					
	Site clearance:					
1	Stripping average 150mm thick layer of top soil and stockpiling on site.	m2	88			
	BULK EXCAVATION, FILLING, ETC.					
	Open face excavation in earth over sloping site:					
2	Open face excavation.	m3	10			
	Extra over bulk excavation in earth for excavation in:					
3	Soft rock.	m3	1			
4	Hard rock.	m3	1			
	Earth filling obtained from the excavations compacted to 90% Mod AASHTO density:					
5	Over site to form platforms.	m3	10			
	Extra over all excavations for carting away:					
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3	12			
	Risk of collapse of excavations:					
7	Sides of trench and hole excavations not exceeding 1,5m deep.	m2	75			
	Keeping excavations free from water:					
8	Keeping excavations free from mud and all water other than from subterranean sources.		Item			
	Carried to Collection			R		_
	Section No. 3 Bill No. 1					
	Temporary Structures REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					

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Section No. 3 Bill No. 1 Temporary Structures REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT

1	FILLING, ETC.				
	Earth filling (G7) as filling supplied by the contractor compacted to 90% Mod AASHTO density:				
1	Under floors, etc.	m3	9		
	Coarse river sand filling supplied by the contractor:				
2	50mm Under footings, etc.	m3	1		
	Compaction of surfaces:				
3	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density.	m2	58		
	"Chlordane", "Aldrin" or similar approved soil poisoning applied at the rate of 5 litres per square metre to:				
4	Surface of compacted filling under solid floor, including forming "V"-grooves and treating same against foundation walls.	m2	163		
	<u>Tests</u>				
5	Allow for Mod AASHTO density tests on filling.	No	5.00		
	PRECAST CONCRETE PAVERS				
	<u>"Terracotta" interlocking precast concrete pavers type S-A laid in herringbone pattern with header course perimeter margin</u>				
6	60mm Thick laid on and including 20mm sand bed treated with weed killer and cement/sand mixture swept into joints on completion.	m2	120		
7	110mm brick on edge perimeter edging including 50mm thick mortar bedding.	m	5		
	Carried to Collection Section No. 3			R	$\downarrow$
	Bill No. 1 Temporary Structures				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	PLUMBING AND DRAINAGE (Provisional)				
	SANITARY PLUMBING				
	<u>uPVC pipes:</u>				
1	110mm Pipes.	m	4		
	Extra over uPVC pipes for fittings:				
2	110mm Bend.	No	4		
3	110mm Access bend.	No	2		
4	110mm Junction.	No	2		
5	110mm "GI Two-way" vent valve.	No	2		
	Prefabricated Structures				
	GENERAL SPECIFICATION				
	Chassis Construction:				
	The chassis must be full length full width structurally welded steel chassis with minimum two $200 \times 75 \times 20 \times$ 3mm lip channel longitudinal beams, With minimum 75 x 50 x 20 x 2.5mm lipped channel, set at maximum of 600mm centres. (Residential units cross members to be at a miximum spacing of 400mm centres.) Chassis of double wide and multispan units to be supported on tripod stands and the chassis of single units to be supported on screw jacks. Steps to be supplied where applicable. Steel to be primed and painted.				
	Floor to be constructed from 18mm 7-Ply rotary cut pine bonded under heat and hydraulic pressure with exterior grade adhesive as per SABS929. Floors to ablution units to be 21mm 5-Ply exterior "Unidek 99" or equal approved batten board resin faced bonded under heat and hydraulic pressure with exterior grade adhesives as per SABS 929. All floors to have 6mm groove feather join screwed to chassis cross members with 12 x 45mm glavanised wing tex screws.				
	Carried to Collection			R	
	Section No. 3 Bill No. 1 Temporary Structures REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

R

#### Floor finishes

Floor to ablution and sleeper units to be covered with 2.5mm "Marley Superflex" or equal approved vinyl floor sheeting. Floors to residential units to be covered with 500 x 500mm "Nexus Berber Point" or equal approved carpet tiles. Floors to bathroom and kitchen of residential units to be covered with 2.5mm "Marley Superflex" or equal apporved vinyl floor sheeting.

#### Exterior and Interior wall construction:

The side walls and partition walls to be made up of composite panels supported by 36 x 45mm SA Pine timber frames. Timber to be treated in accordance with SABS 1288-1994. Panels to be insulated with 36mm polystyrine.

#### Exterior and Interior wall finish:

The exterior finish is to be 0.5mm pre-painted rigidised Chromadek sheeting. Interior finish to sleeper and residential units is to be 3.6mm plywood with decorative wood oak panneling finish or equal approved. Interior wall finish to ablution units to be 0.5mm pre-painted rigidised Chromadek sheeting.

#### Windows:

All windows to be natural anodised aluminium fitted with 6mm glazing, to meet the minimum of 10% window to floor area ratio to all units. All windows to have burglar bars and double curtain tracks for face fixing including 14 rollers per metre, brackets, stopped ends, etc.

#### Doors:

All doorframes to be natural anodised aluminium frames. External doors to ablution units to be Chromadek composite panels. Exterior doors to parkhome units to be varnished meranti hardwood. Internal doors to ablution units to be pre-painted chromodek doors.

#### **Carried to Collection**

Section No. 3 Bill No. 1 Temporary Structures REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT

Item

Item

Item

Item

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Roof:

Double pitched roof trusses with a minimum pitch of 15 degrees and an overhang of 200mm both sides. Roof covering to be 0.6mm Galvanised pre-painted corrugated chromadek sheeting with PVC halfround eaves gutter and PVC downpipes.

#### Ceilings:

Ceiling composite ceiling panels supported by 21 x 36mm SA Pine timber frame. Panels to be made up in modules with 3.2mm masonite both sides with 21mm highly insulated polystyrene. Total thickness of ceiling modules 28mm and finished with white washable vinyl covering.

#### Electrical:

All units to be wired to connect to 220volt single phase (connection and supply elsewhere). The electrical installation te be in accordance with SABS 0142-1993 and each unit fitted with distribution board and earth leakage. All lights, plugs, geysers, interior and exterior electrical fittings to be insulated in accordance with SABS 0142-1993. Electrical compliance certificate to be issued with each unit.

All kitchens to residential units to have provision for four plate stove with oven and combination fridge freezer.

#### Ablution Block

- Rental per month ablution & shower combo
   Transport
   Office Block
   Rental per month
- 4 Transport

**Carried to Collection** 

Section No. 3 Bill No. 1 Temporary Structures **REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT** 

Section No. 3				
Bill No. 1				
Temporary Structures				
COLLECTION				
	Page		Amount	
Total Brought Forward from Page No.	<b>No</b> 97			
	98			-
	99			-
	100			-
	101			-
	102			-
				-
		_		_
Carried to Final Summary Section No. 3		R		_
Bill No. 1 Temporary Structures				
REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No		Quantity	Rate	Amount	
	SECTION No. 4 - ELECTRICAL INSTALLATION				
	BILL No 1				
	ELECTRICAL WORK				
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).				
	SUPPLEMENTARY PREAMBLES				
	Specifications, drawings, etc.:				
	Tenderers are referred to the specifications and drawings for full description of all items which are to be read and priced in conjunction with said specifications and drawings.				
	Tenderers are to note that all rates are to include: supply and installation complete, inclusive of all materials, labour, preliminaries, overheads and profit.				
	CPAP WORK GROUP				
	Unless otherwise stated all items in this bill will be Work Group 160				
	DISTRIBUTION BOARDS				
	Tampering of Existing by installing and servicing of Distribution Boards as per Specifications:				
1	Main DB (+/ x mm)		SUM		
2	Kiosk-1 (+/-500 x mm)		SUM		
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	Carried to Collection Section No. 4		R		—
	Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	LOW-VOLTAGE CABLE INSTALLATIONS				
	Low-voltage cable (PVC/SWA/PVC Cu):				
	25 mm <sup>2</sup> x 4-core PVC/SWA/PVC CU				
1	Supply	m	35		
2	Install	m	35		
	16 mm <sup>2</sup> x 2-core PVC/SWA/PVC CU				
3	Supply	m	15		
4	Install	m	15		
	6 mm <sup>2</sup> x 2-core PVC/SWA/PVC CU				
5	Supply	m	25		
6	Install	m	25		
	Termination of low voltage cable:				
	25 mm <sup>2</sup> x 4-core PVC/SWA/PVC CU:				
7	Supply.	No	2		
8	Installation .	No	2		
	16 mm <sup>2</sup> x 2-core PVC/SWA/PVC CU:				
9	Supply	No	2		
10	Installation	No	2		
	6 mm <sup>2</sup> x 2-core PVC/SWA/PVC CU:				
11	Supply	No	2		
12	Installation	No	2		
	Supply and install earth continuity conductor:				
	Carried to Collection Section No. 4			R	
	Bill No. 1 Electrical Installation				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				
		I	I		I

	<u>16 mm² BCEW:</u>				
1	Supply	m	10		
2	Installation	m	10		
	<u>10 mm² BCEW:</u>				
3	Supply	m	10		RATE ONLY
4	Installation	m	10		RATE ONLY
	<u>6 mm² BCEW:</u>				
5	Supply	m	25		
6	Installation	m	25		
	Terminate earth continuity conductor:				
	<u>16 mm² BCEW:</u>				
7	Supply	m	2		
8	Installation	m	2		
	<u>10 mm² BCEW:</u>				
9	Supply	m	2		
10	Installation	m	2		
	<u>6 mm² BCEW:</u>				
11	Supply	m	10		
12	Installation	m	10		
	Carried to Collection Section No. 4			R	
	Bill No. 1 Electrical Installation				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				
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	WIRING	1			
	600/1000 grade PVC insulated single core copper conductors drawn into conduit Red/Black/Yellow- Green:				
	<u>4 mm² PVC:</u>				
1	Supply	m	100		
2	Installation	m	100		
	2.5 mm <sup>2</sup> PVC:				
3	Supply	m	200		
4	Installation	m	200		
	4 mm <sup>2</sup> BCEW				
5	Supply	m	100		
6	Installation	m	100		
	2.5 mm <sup>2</sup> BCEW				
7	Supply	m	100		
8	Installation	m	100		
	Cable route markers:				
	250mm High trancated pyramid cable route marker with stainless steel insert engraved with the cable details e.g., "LV 25mm <sup>2</sup> 4C CABLE". installed to protrude 150mm above ground and every 35m along and at the cable route direction change:				
9	Supply	No	5		
10	Installation	No	5		
	CABLE TRENCH AND ACCESSORIES				
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for 600mm deep x 400mm wide:			
1	In earth	m3	18	
2	Soft rock	m3	20	RATE ONLY
3	Hard rock	m3	20	RATE ONLY
	Cable sleeves:			
	<u>35 mm dia:</u>			
4	Supply	m	35	
5	Installation	m	35	
	<u>50 mm dia:</u>			
6	Supply	m	60	
7	Installation	m	60	
	<u>32 mm dia:</u>			
8	Supply	m	30	
9	Installation	m	30	
	90 degrees for 50 mm dia sleeve:			
10	Supply	No	4	
11	Installation	No	4	
	90 degrees for 32 mm dia sleeve:			
12	Supply	No	4	
13	Installation	No	4	
	Supply and install plastic warning tape:			
14	Supply	m	50	
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R

1	Installation	m	50		
	LIGHTING SYSTEMS				
	Maintenance of pre-installed Luminaires Fittings that were installed on site				
	Luminaires:				
	on brickwork including lamps and fixing material.				
	NOTE: See contract document for detailed technical specifications.				
	<u>Type B10:</u>				
2	Supply	No	5		
3	Installation	No	5		
	Type F3:				
4	Supply	No	2		
5	Installation	No	2		
	<u>Type F67:</u>				
6	Supply	No	2		
7	Installation	No	2		
	<u>Type F10:</u>				
8	Supply	No	3		
9	Installation	No	3		
	Type PS45				
10	Supply	No	4		
11	Installation	No	4		
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	Carried to Collection Section No. 4			R	<u> </u>
	Bill No. 1 Electrical Installation				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				
					1

	Type EXIT:				
1	Supply	No	1		
2	Installation	No	1		
	LIGHTING SWITCHES				
	Rocker type light switch with coverplate installe into a flush box measured elsewhere, Clipsal S2 or equivalent:	<u>d</u> :000			
	<u>16A, single-lever, one-way:</u>				
3	Supply	No	2		
4	Installation	No	2		
	<u>16A, two-lever, one-way:</u>				
5	Supply	No	2		RATE ONLY
6	Installation	No	2		RATE ONLY
	16A, three-lever, one-way:				
7	Supply	No	2		RATE ONLY
8	Installation	No	2		RATE ONLY
	Photo-electric switch:				
	National plug in type:				
9	Supply	No	1		RATE ONLY
10	Installation	No	1		RATE ONLY
	National 16A unit in dummy bulkhead				
11	Supply	No	1		
12	Installation	No	1		
	POWER OUTLETS				
	Carried to Colle Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRAC			R	

	<u>3 Pin switched socket outlets with cover plates</u> installed in a flush steel box, Clipsal S2000 or equivalent:				
	<u>16A, single SSO</u>				
1	Supply	No	2		
2	Installation	No	2		
	16A, double SSO				
3	Supply	No	2		
4	Installation	No	2		
	<u>16A, Pedestal SSO:</u>				
5	Supply	No	2		RATE ONLY
6	Installation	No	2		RATE ONLY
	16A, Dedicated SSO:				
7	Supply	No	1		RATE ONLY
8	Installation	No	1		RATE ONLY
	ISOLATOR OUTLETS				
	Isolators:				
	<u>30A 2 pole:</u>				
9	Supply	No	1		
10	Installation	No	1		
	30A 2 pole weatherproof, in ABB YORK BOX : S15:				
11	Supply	No	1		
12	Installation	No	1		
	Carried to Collection Section No. 4			R	
	Bill No. 1 Electrical Installation				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	<u>30A 3 pole:</u>				
1	Supply	No	1		RATE ONLY
2	Installation	No	1		RATE ONLY
	CONDUITS AND ACCESSORIES				
	PVC conduit chased into brickwork, cast in concrete or fixed on trusses in ceiling void including cutting, bending, reaming, setting, joining, draw boxes and fixing material (average):				
	<u>20mm:</u>				
3	Supply	No	10		
4	Installation	No	10		
	<u>Galvinized conduit chased into brickwork, cast in</u> <u>concrete or fixed on trusses in ceiling void including</u> <u>cutting, bending, reaming, setting, joining, draw</u> <u>boxes and fixing material (average):</u>				
	<u>20mm:</u>				
5	Supply	m	10		RATE ONLY
6	Installation	m	10		RATE ONLY
	<u>25mm:</u>				
7	Supply	m	10		RATE ONLY
8	Installation	m	10		RATE ONLY
	Round conduit box for 20mm conduit, back or side entry for 1, 2, 3 or 4-way chased into brickwork, cast into concrete or fixed in trusses including couplings bushescover plates and fixing materials (average rate):				
	Round PVC round box				
9	Supply	No	10		
10	Installation	No	10		
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE			R	
	MTHATHA DOG UNIT - COMPLETION CONTRACT				

	Round galvinized round box:				
1	Supply	No	15		RATE ONLY
2	Installation	No	15		RATE ONLY
3	Allow for Complete Electrical Connection to Temporary Structures, to the Engineers Discretion			SUM	
	EARTHING SYSTEM				
	Earthing:				
4	Earthing and bonding to SABS 0142 for each building		Item		
	Testing:				
5	Testing of the complete electrical installation in terms of SABS 0142 and provision of Certificates of Compliance for each building		Item		
	Bonding of water mains and cables:				
6	Bond the proposed water main to the adjacent down conductor. All water pipes, hand basins, sinks, baths, gutters and rain water pipes shall be bonded. All external earth wires and cable armouring from the incoming and outgoing cables will be properly crimped into cable lugs and bolted to their respective earth bars		Item		
	Technical inspections to earthing:				
7	Check earthing and bonding of outlet points, equipment, cable and wireways, fixed appliances, water and gas pipes, etc		Item		
	Sundries:				
8	Allow for the marking up of prints for the production of "as installed" records by the Engineer			SUM	
	GATE MOTOR				
	Delivery, Installation and Commissioning of the gate motor, complete with all equipment				
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

						,
	Gate Motor, D10 Smart Kit Sliding Gate Operator					
1	Supply	No	1			
2	Install	No	1			
	Theft Kit for D10 Smart Kit with integrated 60m					
3	Supply	No	1			
4	Install	No	1			
	Nova Transmitter, silicone Button for D10 Smart Kit					
5	Supply	No	2			
6	Photon V2 Sensor, Wireless Infrared Beam			SUM		
7	Three Copies of O and M Manuals			SUM		
8	Delivery and transport to site			SUM		
9	Testing and Commisioning			SUM		
10	Trainig of staff			SUM		
11	Price for twelve months maintenance.			SUM		
	Telephone System Installation					
	Delivery, Installation and Commissioning of the Telephone System complete with all equipment & relevant devices and peripherals. Telephone system to be connected to the existing power skiting on all offices and supply source					
12	Supply			SUM		
13	Install			SUM		
14	Three Copies of O and M Manuals	No	3			
15	Trainig of staff			SUM		
16	Testing and Commisioning			SUM		
	Carried to Collection			R		
	Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					
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1	Profit And Attendance			SUM	
	UNINTERRUPTED POWER INSTALLATION				
	UPS AND ACCESSORIES				
	Delivery, installation and commissioning of the UPS, complete with all equipment as specified				
	Battery cabinet for full load supply of 2 hours				
2	Supply	m	1		
3	Install	m	1		
4	Three Copies of O and M Manuals			SUM	
5	Delivery and transport to site			SUM	
6	Testing and Commisioning			SUM	
7	Trainig of staff			SUM	
8	Price for twelve months maintenance.			SUM	
	LIGHTNING PROTECTION INSTALLATION				
	LIGHTING PROTECTION AND ACCESSORIES				
	Excavate in all materials for trenches,backfill, compact and dispose of surplus material for 600mm deep x 400mm wide				
9	In earth	m3	12		
10	Soft rock	m3	20		RATE ONLY
11	Hard rock	m3	20		RATE ONLY
	CONDUCTORS:				
	Bare stranded, copper earth wire				
	<u>6 mm dia</u>				
12	Supply	m	1		RATE ONLY
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

1	Install	m	1		RATE ONLY
	<u>10 mm dia</u>				
2	Supply	m	1		RATE ONLY
3	Install	m	1		RATE ONLY
	<u>16 mm dia</u>				
4	Supply	m	8		
5	Install	m	8		
	<u>23 mm dia</u>				
6	Supply	m	1		RATE ONLY
7	Install	m	1		RATE ONLY
	<u>33 mm dia</u>				
8	Supply	No	1		RATE ONLY
9	Install	No	1		RATE ONLY
	<u>50 mm dia</u>				
10	Supply	No	5		
11	Install	No	5		
	<u>Bare flat, copper</u>				
	<u>6 x 4.2 mm dia</u>				
12	Supply	m	1		RATE ONLY
13	Install	m	1		RATE ONLY
	<u>23 x 3 mm dia</u>				
14	Supply	m	1		RATE ONLY
15	Install	m	1		RATE ONLY
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT	on		R	

	<u>23 x4 mm dia</u>			
1	Supply	m	1	RATE ONLY
2	Install	m	1	RATE ONLY
	CONDUCTORS:			
	Bare circular, copper			
	<u>8 mm dia</u>			
3	Supply	m	1	RATE ONLY
4	Install	m	1	RATE ONLY
	Green/yellow PVC insulated copper cable			
	<u>6 mm dia</u>			
5	Supply	m	1	RATE ONLY
6	Install	m	1	RATE ONLY
	<u>10 mm dia</u>			
7	Supply	m	1	RATE ONLY
8	Install	m	1	RATE ONLY
	<u>16 mm dia</u>			
9	Supply	m	1	RATE ONLY
10	Install	m	1	RATE ONLY
	<u>23 mm dia</u>			
11	Supply	m	1	RATE ONLY
12	Install	m	1	RATE ONLY
	<u>35 mm dia</u>			
13	Supply	m	5	
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R

1	Install	m	5		
	50 mm dia				
2	Supply	m	5		
3	Install	m	5		
	Bare, circular, aluminium conductor				
	<u>8 mm dia</u>				
4	Supply	m	1		RATE ONLY
5	Install	m	1		RATE ONLY
	<u>10 mm dia</u>				
6	Supply	m	13		
7	Install	m	13		
	CONDUITS AND ACCESSORIES				
	PVC conduit:				
	PVC conduit chased into brickwork, cast in concrete or fixed on trusses in ceiling void including cutting, bending, reaming, setting, joining, draw boxes and fixing material (average).				
	<u>20mm</u>				
8	Supply	m	1		RATE ONLY
9	Install	m	1		RATE ONLY
	<u>Conduit Boxes:</u>				
	Round box conduit, back or side entry for 2-way chased into brickwork, cast into concrete or fixed in trusses including couplings bushescover plates and fixing materials (average rate)				
	Carried to Collection Section No. 4 Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

1	<u>20mm</u>				
1	Supply	m	1		RATE ONLY
2	Install	m	1		RATE ONLY
	<u>25mm</u>				
3	Supply	m	10		
4	Install	m	10		
	Carried to Collection			R	
	Section No. 4 Bill No. 1				
	Electrical Installation REPAIRS AND MAINTENANCE TO THE				
	MTHATHA DOG UNIT - COMPLETION CONTRACT				

	Earth Electrode:				
	<u>1500mm</u>				
1	Supply	No	1		RATE ONLY
2	Install	m	1		RATE ONLY
	Roof and Earth joints:				
3	Connection of the 16mm Ø Earth spike and 16mm <sup>2</sup> BCEW with welding.			SUM	RATE ONLY
	Steel spacer, to clamp 23mm PVC conduit.				
	<u>23mm</u>				
4	Supply	No	6		
5	Install	No	6		
	BONDING OF THE COMPLETE INSTALLATION				
	Bonding of all equipment to be on the same electrical potential as specified as per SANS 10142- 1:2003. The bonding conducts must be installed and arranged that it cannot be tampred with. The following equipment must be bonded with an copper conductor:				
	CERTIFICATE OF COMPLIANCE				
6	Issue Certificate of Compliance in terms of SANS 1063 for each building together with copy of Risk Assesment Analysis [one certificate for each building]			SUM	
	Soil Resistivity Testing				
7	'Undertake Resistance Test of buildings			SUM	
	<u>'Risk Assessment</u>				
8	<u>'A complete risk assessment on structures in</u> accordance with these IEC 62303 Standards inconjuction with to BSEN 62303.			SUM	
	Carried to Collection			R	
	Bill No. 1 Electrical Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 4				
Bill No. 1				
Electrical Installation				
COLLECTION				
	Page No		Amount	
Total Brought Forward from Page No.	104			
	105			[
	106			
	107			
	108			
	109			
	110			
	111			
	112			
	113			[
	114			
	115			[
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	120			
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Carried to Final Summary		R		
Section No. 4 Bill No. 1				
Electrical Installation REPAIRS AND MAINTENANCE TO THE				
MTHATHA DOG UNIT - COMPLETION CONTRACT				

m	Quantity	Rate	Amount
SECTION No. 5 - MECHANICAL INSTALLATION			
BILL No 1			
GENERATOR SET INSTALLATION			
ENGINE SET INSTALLATION			
For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
SUPPLEMENTARY PREAMBLES			
Specifications, drawings, etc.:			
Tenderers are referred to the specifications and drawings for full description of all items which are to be read and priced in conjunction with said specifications and drawings.			
Tenderers are to note that all rates are to include: supply and installation complete, inclusive of all materials, labour, preliminaries, overheads and profit.			
EMERGENCY STANDBY GENERATOR ENGINE			
The manufacturing, supply, delivery and installation of a 30kVA (3 phase) self-contained automatic starting standby diesel alternator set, as specified hereafter (Contractors to take note that the generator is to be procured within 30 days after site handover).			
The Engine shall be a Diesel Fuelled, cold starting liquid cooled, compression ignition, direct injection industrial type as complying with BS5514 part 1-5as amended and the cooling system shall be thermostatically controlled entirely self- contained and shall consist of a Radiator, fan and Circulating pump as per PW 722 specification.			
Carried to Collection		R	
Bill No. 1 Engine Set Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			
-122-			

	The following form part of genset: Water jacket heater, fuel level indicator, fire fuse link shut off system, drip tray, battery charger, battery charger amp meter, canopy lights, fuel filling pump, Anti vibration mounts:				
	30kVA, 3 phase:				
1	Supply.	No	1		
2	Installation.	No	1		
	<u>3CR12 CHANGE OVER PANEL WITH</u> CONTROLLER				
	The control shall contain the engine, alternator management & protection system, as well as the control logistics for the remote changeover switchgear. These functions shall be controlled by a microprocessor-based programmable controller and it shall be equipped with an optional GSM cellphone-type modem as per PW 722 specification. [modem with sim card], c/w adjustable CB,motorized c/o & by pass switch:				
	Control Panel:				
3	Supply.	No	1		
4	Installation.	No	1		
	DUMMY LOAD AND CONTROL SYSTEM				
5	Supply and install a dummy load control system (rated at 40% of the 30kVA generator as specified in the document).		Item		
	LUBRICATION, OILS AND DIESEL				
6	Supply and fill up to 100% all required lubications to run generator including diesel. Tank shall be a 250L capacity.		Item		
	PADLOCKS				
	Carried to Collection			R	
	Section No. 5 Bill No. 1 Engine Set Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	EXTERNAL FUEL STORAGE			
1	Supply and install 500L external diesel storage tank as per the engineers specifications. Diesel tank to include a control outlet/tap with 2m long, 30mm diameter horsepipe for refilling.	Item		
2	Supply and install padlocks. (Viro A 82) - Master Key system, where one set will be given to the end user for spares.	4		
	EXHAUST SILENCER - Sound Attenuated			
3	Design supply and install the stainless steel exhaust silencer for the mentioned generator, including lagging as specified.	Item		
	WARNING NOTICES			
4	Supply and Install warning notices as specified. Set of Warning Notices as per SANS and OHS specifications.	ltem		
	Carried to Collection		R	
	Section No. 5 Bill No. 1			
	Engine Set Installation REPAIRS AND MAINTENANCE TO THE			
	MTHATHA DOG UNIT - COMPLETION CONTRACT			

Section No. 5				
Bill No. 1				
Engine Set Installation				
COLLECTION				
COLLECTION Total Brought Forward from Page No.	Page No 122 123 124		Amount	
Carried Forward to Summary of Section No. 5 Section No. 5 Bill No. 1		R		
Engine Set Installation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No		Quantity	Rate	Amount
	BILL No 2			
	GENERATOR SET INSTALLATION			
	ELECTRICAL AND CABLES			
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
	SUPPLEMENTARY PREAMBLES			
	Specifications, drawings, etc.:			
	Tenderers are referred to the specifications and drawings for full description of all items which are to be read and priced in conjunction with said specifications and drawings.			
	Tenderers are to note that all rates are to include: supply and installation complete, inclusive of all materials, labour, preliminaries, overheads and profit.			
	LOW VOLTAGE SUPPLY CABLES			
	Supply and install the following 600/1000V, VC/SWA/PVC cables with copper conductors to SABS 1507 laid vertically or horizontally in conduiting or ducting or clipped direct in accordance with the specification and drawings, including fixing. (Termination elsewhere):			
	<u>50 mm² x 4 core:</u>			
1	Supply. m	70		
2	Installation. m	70		
	CABLE TERMINATIONS			
	<u>Termination of LV cable as specified including</u> <u>connection of conductors, cable lugs, captive</u> glands, shrouds, etc. for the following cable sizes:			
	Carried to Collection		R	
	Section No. 5 Bill No. 2 Electrical and Cables REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

	<u>50 mm² x 4 core:</u>				
1	Supply.	m	4		
2	Installation.	m	4		
	BARE COPPER EARTH WIRES				
	Supply and install 600/1000V conductors and bare stranded copper conductors on wire ways or trenching including terminations for earthing in accordance with the specification and drawings:				
	25 mm <sup>2</sup> Bare Copper Earth Wire:				
3	Supply.	m	50		
4	Installation.	m	50		
	EARTHING AND ASSECCORIES				
	Supply and install 1.2 m long copper coated earth spike incl earth clamp and earth coupling on Distribution Board:				
	<u>1,2m Earth spike:</u>				
5	Supply.	No	1		
6	Installation.	No	1		
	Carried to Collection			R	ſ
	Section No. 5 Bill No. 2				f
	Electrical and Cables REPAIRS AND MAINTENANCE TO THE				
	MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 5				
Bill No. 2				
Electrical and Cables				
COLLECTION				
	Page         No         126         127		Amount	
Bill No. 2 Electrical and Cables REPAIRS AND MAINTENANCE TO THE		R		
	Section No. 5 Sill No. 2 Electrical and Cables COLLECTION Fotal Brought Forward from Page No.	Bil No. 2 Electrical and Cables COLLECTION Page No. Total Brought Forward from Page No. 126 127 Carried Forward to Summary of Section No. 5 Section No. 5 Bill No. 2 Electrical and Cables REPAIRS AND MAINTENANCE TO THE	Bill No. 2 Electrical and Cables SOLLECTION Total Brought Forward from Page No. 126 127 Section No. 5 Birl No. 2 Section No. 5 Birl No. 2 Electrical and Cables REPAIRS AND MAINTENNACE TO THE	Bill No. 2 Electrical and Cables SoLLECTION  Total Brought Forward from Page No.  Carried Forward to Summary of Section No. 5 Section No. 5 Section No. 5 Electrical and Cables R EPAIRS AND MAINTENANCE TO THE

	Quantity	Rate	Amount
BILL No 3		P	
GENERATOR SET INSTALLATION			
FACTORY TEST			
For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
SUPPLEMENTARY PREAMBLES			
Specifications, drawings, etc.:			
Tenderers are referred to the specifications and drawings for full description of all items which are to be read and priced in conjunction with said specifications and drawings.			
Tenderers are to note that all rates are to include: supply and installation complete, inclusive of all materials, labour, preliminaries, overheads and profit.			
FACTORY TEST - [Perfomance Assurance Certification]			
Genset shall be manufactured, Installed, Repaired and tested as per the lated STANDBY POWER REGULATIONS and section 43 of the Occupational Health and Safety Act, 1993.			
Factory tests shall be carried out to ensure correct operation of the control panel and the manufacturer shall prove to the satisfaction of the Engineer and Client representative that all controls are correctly installed and operational as per the specification.			
Carried to Collection Section No. 5		R	
Bill No. 3 Factory Test REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

		,		n	,
	In lieu of NFPA 110 5-13.2.3 (h) & (i), hook up the dry-type load bank to generator and perform a stepped load test on the generator at 25%, 50%, 80% and 100% of the nameplate KW rating of the generator. Each step to last fifteen (15) minutes record engine and generator data as detailed in the specification.				
	Factory Acceptance Testing Procedures:1. Engine Inspection2. Generator Inspection3. Mounting & Coupling Inspection4. Insulation Resistance Test*5. High Potential Test*6. Alternator Over Speed (1 min.)*7. Over Speed Protective Device Test8. Winding Resistance Test9. Start and Stop Test10. Phase Sequence Test (Rotation)11. Phase Balance Test (Voltage)12. Low Oil Pressure Protective Device Test13. Over Temperature Protective Device Test14. Controls, Direction of Rotation15. Maximum Power Test				
	NOTE: Trip for Mechanical Engineer (1off), Electrical Engineer (1 off) and NDPW Representative (1off):				
1	Should the Generator Set fail this test it will be Contractors responsibility to transport Engineer and Client Representatives for future tests.	Item			
	Carried to Collection		R		
	Section No. 5 Bill No. 3 Factory Test REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 5				
Bill No. 3				
Factory Test				
COLLECTION				
Total Brought Forward from Page No.	Page         No         129         130		Amount	
Carried Forward to Summary of Section No. 5 Section No. 5 Bill No. 3 Factory Test REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		R		

em o		Quantity	Rate	Amount
BILL	<u>No 4</u>			
GEN	IERATOR SET INSTALLATION			
	TING, COMMISSIONING AND CUMENTATION			
Cons Spec	Preambles see "PW 371 - B Edition 2.1 - struction Works: Specifications, General ification" as published by the Department of Public is (Edition 2.1 July 2014).			
SUP	PLEMENTARY PREAMBLES			
Spec	ifications, drawings, etc.:			
drawi read	erers are referred to the specifications and ings for full description of all items which are to be and priced in conjunction with said specifications drawings.			
suppl	erers are to note that all rates are to include: ly and installation complete, inclusive of all rials, labour, preliminaries, overheads and profit.			
	TESTING, COMMISSIONING & COMMIS			
wher maxi Reco Maxi	d-start" test (NFPA 110, 5-13.2 (a) through (g)) re a normal power failure is simulated and the mum expected emergency load supplied. ord engine and generator performance data. mum emergency starting load will be supplied g facility load.			
Insta	Ilation Acceptance Testing Procedures:			
	Correct to Collection			
	Carried to Collection		R	
REP	o. 4 ng, Commissioning and Documentation AIRS AND MAINTENANCE TO THE ATHA DOG UNIT - COMPLETION CONTRACT			

					1	
	<u>Check alarm and engine shut down functioning</u> on:1. Start and Stop Test2. Phase Sequence Test (Rotation)3. Phase Balance Test (Voltage)4. Low Oil Pressure Protective Device Test5. Over Temperature Protective Device Test6. Controls, Direction of Rotation					
1	Testing & commissioning of all above equipment.			SUM		
	AS BUILT DRAWINGS					
2	Submit "As Built" drawings for approvals and carry out required changes for approval.			SUM		
	COMPLIANT CERTIFICATES					
3	Submit Electrical Compliant Certificates for approvals and carry out required changes for approval.		Item			
	DOCUMENTATION					
4	Submit completed Approval and Guarantees.	Sets	3			
5	Hard copy: O & M manuals	Sets	3			
6	Electronic copy: O & M manuals	Sets	3			
	Carried to Collection			R		
	Section No. 5 Bill No. 4					
	Testing, Commissioning and Documentation REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT					

Section No. 5				
Bill No. 4				
Testing, Commissioning and Documentation				
COLLECTION				
Total Brought Forward from Page No.	Page No 132		Amount	
	133			
Carried Forward to Summary of Section No. 5		R		
Section No. 5 Bill No. 4				
Testing, Commissioning and Documentation REPAIRS AND MAINTENANCE TO THE				
MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No		Quantity	Rate	Amount
	BILL No 5			
	GENERATOR SET INSTALLATION			
	MAINTENANCE PLAN			
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
	1 YEAR MAINTENANCE PLAN			
	Quarterly service of the plant as per the manufacturers instructions or recommendation and tender specification:			
1	Service shall include : Labour for period. During this time, any breakdowns outside of normal working hours, labour, mileage and any out of town expenses will be chargeable.	ltem		
	Carried Forward to Summary of Section No. 5		R	
	Section No. 5 Bill No. 5 Generator Set - 1 Year Maintenance Plan <b>REPAIRS AND MAINTENANCE TO THE</b> <b>MTHATHA DOG UNIT - COMPLETION CONTRACT</b>			

	•	Quantity	Rate	Amount
BILL No 6				
MECHANICAL INSTALLATION				
AIR- CONDITIONING INSTALLATION				
For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).				
SUPPLEMENTARY PREAMBLES				
Specifications, drawings, etc.:				
Tenderers are referred to the specifications and drawings for full description of all items which are to be read and priced in conjunction with said specifications and drawings.				
Tenderers are to note that all rates are to include: supply and installation complete, inclusive of all materials, labour, preliminaries, overheads and profit.				
AIR- CONDITIONING				
Service or Repairs, Test & Commissioning of Heating, Ventilation & Air-conditioning as per the manufactures recommendations				
Service or Repairs of 3.2 kW two duct design type console (Unicon) type heat pump split unit				
Service or Repairs	No	2		
Service or Repairs of 4.2 kW two duct design type console (Unicon) type heat pump split unit				
Service or Repairs	No	1		
SITE TESTING, COMMISSIONING & DOCUMENTATION				
Carried to Collection Section No. 5			R	
Bill No. 6 Air-Conditioning Installation				
REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				
MINATIA DOG GNIT - COMPLETION CONTRACT				

	It is strongly recommended that installation and commissioning be undertaken in accordance with the manufactures recommendations and approved by the engineer before commissioning commencement.				
1	Testing & commissioning of all above Equipment			SUM	
	AS BUILT DRAWINGS				
2	Submit "As Built" drawings for approvals and carry out required changes for approval			SUM	
	COMPLIANT CERTIFICATES				
3	Submit Electrical Compliant Certificates for approvals and carry out required changes for approval			SUM	
	DOCUMENTATION				
4	Submit completed Approval and Guarantees	Sets	3.0		
5	Hard copy: O & M manuals	Sets	3.0		
6	Electronic copy: O & M manuals	Sets	3.0		
	1 YEAR MAINTENANCE PLAN				
	Quarterly service of the plant as per the manufacturers instructions or recommendation and tender specification.				
7	Service shall include : Labour for period. During this time, any breakdowns outside of normal working hours, labour, mileage and any out of town expenses will be chargeable.		Item		18 000.00
	Carried to Collection			R	
	Section No. 5				
	Bill No. 6 Air-Conditioning Installation				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 5				
Bill No. 6				
Air-Conditioning Installation				
COLLECTION				
	Page No		Amount	
Total Brought Forward from Page No.	136			
	137			
Carried Forward to Summary of Section No. 5		R		
Section No. 5 Bill No. 6				
Air-Conditioning Installation REPAIRS AND MAINTENANCE TO THE				
MTHATHA DOG UNIT - COMPLETION CONTRACT				

ltem No		Quantity	Rate	Amount
	BILL No 7			
	MECHANICAL INSTALLATION			
	FIRE FIGHTING EQUIPMENT INSTALLATION			
	For Preambles see "PW 371 - B Edition 2.1 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (Edition 2.1 July 2014).			
	SUPPLEMENTARY PREAMBLES			
	Specifications, drawings, etc.:			
	Tenderers are referred to the specifications and drawings for full description of all items which are to be read and priced in conjunction with said specifications and drawings.			
	Tenderers are to note that all rates are to include: supply and installation complete, inclusive of all materials, labour, preliminaries, overheads and profit.			
	FIRE FIGHTING EQUIPMENT			
	All equipment and installations detailed in this specification shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993.			
	<u>The Department's Standard Specification for</u> <u>Electrical Installations and Electrical Equipment</u> <u>pertaining to Mechanical Services, Issue IXa,</u> <u>December 1999, shall also apply to this contract.</u>			
	<u>9 kg DCP Fire Extinguisher:</u>			
1	Supply. No	2		
2	Installation. No	2		
	Carried to Collection Section No. 5		R	
	Bill No. 7 Fire Fighting Equipment REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			

1	2 kg CO2 Fire Extinguisher:				
1	Supply.	No	1		
2	Installation.	No	1		
	<u>9 kg DCP Fire Extinguisher PVC Cabinet for external Fire Extinguisher</u>		•		
3	Supply	No	1		
4	Install	No	1		
	<u>Fire Hose Reels (FHR)</u>				
	Fire Hose Reel, 30m, c/w nozzle, stop cock, mounting brackets, etc.				
5	Supply.	No	2		
6	Installation.	No	2		
	Fire Hose Reel Cabinet for external Fire Hose Reel				
7	Supply	No	2		
8	Install	No	2		
	Pressure Gauge				
	Supply and install 63mm Glycerine Pressure Gauge (0 - 2500 kPa) and all accessories to ensure a fully functional installation, SABS approved.				
9	Supply	No	4		
10	Install	No	4		
	FIRE WATER PIPING				
	Galvanised Mild Steel (GMS)				
	Carried to Collection			R	
	Section No. 5 Bill No. 7 Fire Fighting Equipment REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	Supply, delivery to site and installation of SABS approved Galvanised Steel pipework primed and painted to specification including cutting, reaming and threading or butt welding including galvanised hangers and supports				
1	DN25	m	30		
2	DN32	m	26		
3	DN40	m	35		
	FITTINGS				
	90o equal elbows				
4	DN25	No	20		
5	DN32	No	10		
6	DN40	No	10		
	90o reducing elbows				
7	DN32 x DN25	No	5		
8	DN40 x DN25	No	5		
9	DN40 x DN32	No	5		
	Equal Tees				
10	DN25 x DN25 x DN25	No	10		
11	DN32 x DN32 x DN32	No	10		
12	DN40 x DN40 x DN40	No	10		
	Unequal Tees				
13	DN40 x DN40 x DN25	No	7		
14	DN40 x DN40 x DN32	No	7		
	Carried to Collection Section No. 5 Bill No. 7 Fire Fighting Equipment REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT			R	

	Junior Couplings				
1	DN25	No	5		
2	DN32	No	5		
3	DN40	No	5		
	Equal Sockets				
4	DN25	No	5		
5	DN32	No	5		
6	DN40	No	5		
	Reducing Sockets				
7	DN32 x DN25	No	5		
8	DN40 x DN25	No	5		
9	DN40 x D32	No	5		
	Cone Faced Unions				
10	DN25	No	4		
11	DN32	No	4		
12	DN40	No	4		
	Tube end caps				
13	DN25	No	6		
14	DN32	No	6		
15	DN40	No	6		
	Gate Valves				
16	DN25	No	1		
17	DN32	No	1		
		_		5	
	Section No. 5	1		R	
	Bill No. 7 Fire Fighting Equipment				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

1	DN40	No	1		
	Pipe Clamps				
2	DN25 split pipe galvanised clamp and rubber lining complete wth anchor	No	10		
3	DN32 split pipe galvanised clamp and rubber lining compete with anchor	No	10		
4	DN40 split pipe galvanised clamp and rubber lining complete with anchor	No	10		
	BOOSTER PUMPS				
	Fire Water Booster Pump				
	2,2kw, 220v, 50Hz, 1 Phase that can pump 4L/s of Watre at 400 kPa.The pump must be supplied with Control Panel and all necessary fittings				
5	Supply	No	2		
6	Install	No	2		
	Domestic Water Booster Pump				
	2,2kw, 220v, 50Hz, 1 Phase that can pump 3L/s of Watre at 400 kPa with Pressure Head of 68m. The pump must be supplied with Control Panel and all necessary fittings				
7	Supply	No	1		
8	Install	No	1		
	TESTING AND COMMISSIONING				
9	Testing and commissioning of all above Equipment	No	1		
	AS BUILT DRAWINGS				
10	Submit "As Built" drawings for approvals and carry out required changes for approval	No	1		
				_	
	Carried to Collection Section No. 5			R	
	Bill No. 7 Fire Fighting Equipment REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	COMPLIANT CERTIFICATES				
1	Submit Compliant Certificates for approvals and carry out required changes for approval	No	1		
	DOCUMENTATION				
2	Submit completed Approval and Guarantees	No	1		
	Hard copy format only				
3	Operating Manuals	No	3		
4	Maintenance Manuals	No	3		
5	Prints of "As Builts"	No	3		
	Electronic media format only				
6	operating Manuals	No	1		
7	Maintenance Manuals	No	1		
8	"As Builts" drawings	No	1		
	1 YEAR MAINTENANCE PLAN				
	It is strongly recommended that, after completion, the system is maintained in accordance with clause 12 SANS 10139 : 2012				
9	Quarterly service of the plant as per the manufacturers instructions or recommendation and tender specification.	No	12		
10	Inspection and servicing certificate will be required.	No	12		
	Carried to Collection			R	
	Section No. 5 Bill No. 7				 
	Fire Fighting Equipment				
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

Section No. 5		l		
Bill No. 7				
Fire Fighting Equipment				
COLLECTION				
	Page		Amount	
Total Brought Forward from Page No.	<b>No</b> 139			
	140			 
	141			
	142			
	143			[
	144			
Carried Forward to Summary of Section No. 5		R		
Section No. 5 Bill No. 7				
Fire Fighting Equipment REPAIRS AND MAINTENANCE TO THE				
MTHATHA DOG UNIT - COMPLETION CONTRACT				

	SECTION SUMMARY - MECHANICAL INSTALLATION				
Bill No		Page No		Amount	
1	Engine Set Installation	125			
2	Electrical and Cables	128			
3	Factory Test	131			
4	Testing, Commissioning and Documentation	134			
5	Generator Set - 1 Year Maintenance Plan	135			
6	Air-Conditioning Installation	138			
7	Fire Fighting Equipment	145			-
	Carried to Final Summary		R		_
	Section No. 5				=
	REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT				

	FINAL SUMMARY				
Section No		Page No		Amount	
1	PRELIMINARIES AND GENERAL	48			
2	BUILDING WORKS	96			
3	TEMPORARY STRUCTURES - DECANTING	103			
4	ELECTRICAL INSTALLATION	121			
5	MECHANICAL INSTALLATION	146			
	Sub - Total Add Value - Added Tax at the rate applicable as at Tender closing date.		R		
	Carried to Form of Tender REPAIRS AND MAINTENANCE TO THE MTHATHA DOG UNIT - COMPLETION CONTRACT		R		