



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PROJECT DESCRIPTION:

HLABABOMVU SAPS: INSTALLATION OF PARK HOMES

REFERENCE NO: 19/2/4/2/2/6984/01

TENDER NO: MTH58/2022

TENDER DOCUMENT

JANUARY 2023

Issued by:



**DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE**

PRIVATE BAG X 5007

MTHATHA 5100

NAME OF BIDDER:

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	HLABABOMVU SAPS: INSTALLATION OF PARK HOMES
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Tender no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01
Advertising date:	20 January 2023	Closing date:	10 February 2023
Closing time:	11H00	Validity period:	84 calendar days (12 Weeks)

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **4 CE** or **4 GB*** or higher.

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

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

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

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

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12	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of (PA - 36 and Annature/s C): Declaration of certificate for Local Production and Content for designated sectors.
11	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects
12	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017
13	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

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3. PRE-QUALIFICATION CRITERIA

Preferential procurement: *Applicable*

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

Functionality: *Applicable*

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

Note: Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:			
Functionality criteria:			Weighting factor:
1. Provision of an original or certified copy of bank rating certificate			25
	SCORE	POINTS	
Grade A=	5	25	
Grade B=	4	20	
Grade C=	3	15	
Grade D=	2	10	
Grade E=	1	05	
Failure to provide /submit an original or certified copy of bank rating certificate, the bidder will not earn points			
2. Provide CVs and certified qualifications (Built environment related) and signed consent letter (by the key staff member) of the staff assigned to the project (key staff examples: Contracts Manager/ Site Agent etc)			20
	SCORE	POINTS	
Qualification: Honours (NQF8)=	5	20	
Qualification: Degree (NQF7)=	4	15	
Qualification: Diploma (NQF6)=	3	10	
Qualification: Certificate (NQF5)=	2	5	

3. Provide/ Demonstrate the experience of key staff assigned to the project. (Example: Site Agent and Foreman)			
3.1 EXPERIENCE: FOREMAN			
	SCORE	POINTS	
Staff experience of 10 years or more =	5	25	25
Staff experience of 8 years =	4	20	
Staff experience of 6 years =	3	15	
Staff experience of 4 years =	2	10	
Staff experience of 2 years =	1	05	
4 Previous experience based on the number of the projects of similar nature currently engaged in and/or successfully completed over the last seven years, (DPW-09:Particulars of tender's projects should be fully completed)			
	SCORE	POINTS	
Project Value equal/more to R5 000 000	= 5	30	30
Project Value equal/more to R4 000 001 - R5 000 000	= 4	24	
Project Value equal/more to R3 000 001 - R4 000 000	= 3	18	
Project Value equal/more to R2 000 001 - R3 000 000	= 2	12	
Project Value equal/more to R900 000 - R2 000 000	= 1	06	
Total			100 Points

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4. BID EVALUATION METHOD

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

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

5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right

to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

5.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 0 and 7 years.

The tendering Service Provider's experience on comparable projects during the past 0 and 7 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 0 and 7 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 0 and 7 years as per

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

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

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

13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

5.2 Commercial risks:

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

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

6. 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 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	Not applicable
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	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	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".

	Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(h)	Labour Intensive Works – Condition of Contract.	Not applicable
(i)		Not applicable

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(j)		Not applicable
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7. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address PRD 2 Building, 26 sutherland street, 5th floor. A non-refundable bid deposit of R R200,00 is payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

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

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

Venue:	Hlababomvu SAPS
Virtual meeting link:	N/A

Date:	01 February 2023	Starting time:	12h00
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9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	Thandile Xani	Telephone no:	0475027115
Cellular phone no:	0662489147	Fax no:	
E-mail:	thandile.xani@dpw.gov.za		

10. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

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<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 5007 Mthatha 5099</p> <p>Attention: Procurement section: Room 5th Floor</p>	OR	<p>Deposited in the tender box at:</p> <p>PRD 2 Building 26 Sutherland street insert street name 5th Floor</p>
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11. COMPILED BY:

Name of Project Manager	Signature	Date

T1.2 TENDER DATA

DPW-03 (EC): TENDER DATA

Project title:	HLABABOMVU SAPS: INSTALLATION OF PARK HOMES
Reference no:	19/2/4/2/2/6984/01

Tender / Quotation no:	MTH58/2022	Closing date:	10 February 2023
Closing time:	12H00	Validity period:	12 Weeks (84 Calender days)

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

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C.1.4	The Employer's agent is:	
	Name:	Thandile Xani
	Capacity:	Departmental Project Manager
	Address:	PRD 2 Building , Sutherland street
	Tel:	0475027115
	Fax:	N/A
	E-mail:	thandile.xani@dpw.gov.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4CE or 4GB** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 4CE or 4GB** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 4CE or 4GB** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p>	
<p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - Not applicable</p>		

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B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

Note: Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Functionality Criteria	Weighting Factor																		
1. Provision of an original or certified copy of bank rating certificate	25																		
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Qualification: Diploma (NQF6) =	3	10																	
Qualification: Certificate (NQF5) =	2	5																	
3. Provide/ Demonstrate the Experience of the key staff assigned to the project. Example: Foreman	25																		
3.2 EXPERIENCE FOREMAN																			
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Staff experience of 6 years =	3	15																	
Staff experience of 4 years =	2	10																	
Staff experience of 2 years =	1	05																	
4. Previous experience based on the number of projects of similar nature currently engaged in and/or successfully completed over the last seven years, (DPW-09: Particulars of tender's Projects should be fully completed)	30																		
<table> <thead> <tr> <th></th> <th>SCORE</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>Project value R5 000 000 =</td> <td>5</td> <td>30</td> </tr> <tr> <td>Project value R4 000 001 - R5 000 000 =</td> <td>4</td> <td>24</td> </tr> <tr> <td>Project value R3 000 001 - R4 000 000 =</td> <td>3</td> <td>18</td> </tr> <tr> <td>Project value R 2 000 001 - R3 000 000 =</td> <td>2</td> <td>12</td> </tr> <tr> <td>Project value R900 000 - R2 000 000 =</td> <td>1</td> <td>06</td> </tr> </tbody> </table>		SCORE	POINTS	Project value R5 000 000 =	5	30	Project value R4 000 001 - R5 000 000 =	4	24	Project value R3 000 001 - R4 000 000 =	3	18	Project value R 2 000 001 - R3 000 000 =	2	12	Project value R900 000 - R2 000 000 =	1	06	
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Total	100 Points																		

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

Minimum functionality score to qualify for further evaluation:	70
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(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

C.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Tender no: MTH58/2022

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

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

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

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

3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

Tender no: MTH58/2022

C.2 Commercial risks:

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

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

C.2.7

For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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

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C.2.19	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: PRD 2 Building, 26 Sutherland Street</p>
C.3.8	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>
C.3.9.3	<p>Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."</p>
C.3.9.4	<p>Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"</p>

C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: “c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention.”
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

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THE TENDER

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- T2.2.2** Returnable Documents: Additional returnable documents required for tender evaluation purposes
- T2.2.3** Returnable Documents that will be incorporated into the contract
- T2.2.4** Returnable Documents: Other Documents that will be incorporated into the contract
- T2.2.5** Additional information required for tender evaluation purposes

T2.1 LIST OF RETURNABLE DOCUMENTS

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	HLABABOMVU SAPS: INSTALLATION OF PARK HOMES		
Tender / Quotation no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	1	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	Yes
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).		

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

Tender / Quotation no: MTH58/2022

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .		
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.		

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Tender / Quotation no: MTH58/2022

Tender document name	Number of pages issued	Returnable document
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

C1.1 FORM OF OFFER AND ACCEPTANCE

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

Project title:	HLABABOMVU SAPS: INSTALLATIONS OF PARK HOMES		
Tender / Quotation no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01

OFFER

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

Installation of park homes.

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

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

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

Rand (in words):
Rand in figures:	R

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
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*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

Tender / Quotation no: MTH58/2022

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

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

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

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

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

Tender / Quotation no: MTH58/2022

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

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

Tender / Quotation no: MTH58/2022

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	<i>PRD 2 Building Sutherland Street Mthatha 5008</i>

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

T2.2 RETURNABLE DOCUMENTS

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	HLABABOMVU SAPS: INSTALLATION OF PARK HOMES		
Bid no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01

INTRODUCTION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

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

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

Name of Bidder	Signature	Date	Position

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>HLABABOMVU SAPS: INSTALLATION OF PARK HOMES</i>		
Tender / Quotation no:	<i>MTH58/2022</i>	Reference no:	<i>19/2/4/2/2/6984/01</i>
Closing date:	<i>10 February 2023</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **01 February 2023**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

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

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

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".

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

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

Project title:	<i>HLABABOMVU SAPS: INSTALLATION OF PARK HOMES</i>		
Tender / quotation no:	MTH58/2022	Closing date:	10 February 2023
Advertising date:	20 January 2023	Validity period:	12 weeks (84 Calendar,) days

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

1.1. Current projects

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

Tender no:

1.2. Completed projects

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

Name of Tenderer	Signature	Date

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

T2.2 RETURNABLE DOCUMENTS

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: MTH58/2022

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number

State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: MTH58/2022

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	HLABABOMVU SAPS: INSTALLATION OF PARK HOMES		
Tender no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>HLABABOMVU SAPS: INSTALLATION OF PARK HOMES</i>		
Tender no:	<i>MTH58/2022</i>	Reference no:	<i>19/2/4/2/2/6984/01</i>

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

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

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

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>HLABABOMVU SAPS: INSTALLATION OF PARK HOMES</i>		
Tender no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Department of Labour	

Name of Tenderer	Signature	Date

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

Project title:	HLABABOMVU SAPS: INSTALLATIONS OF PARK HOMES		
Tender no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

TABLE OF CONTENTS

VOLUME 3 CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

- C.1.2 Contract Data
- C.1.3 Form of Guarantee

PART C2 PRICING DATA

- C.2.1 Pricing Instructions
- C.2.2 Bill of Quantities

PART C3 SCOPE OF WORK

- C.3 Scope of Work

PART C4 SITE INFORMATION

- C.4 Site Information

C1.2 CONTRACT DATA

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

Project title:	HLABABOMVU SAPS: INSTALLATION OF PARK HOMES
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Tender / Quotation no:	MTH58/2022	WCS no:	055929	Reference no:	19/2/4/2/2/6984/01
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	<p>The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to document PG01.2 (EC) – Scope of Works for detailed description
Installation of park homes.	

Tender / Quotation no: MTH58/2022

A 2.0 Site [1.1]

Erf / stand number	
Site address	
Township / Suburb	Hlababomvu
City / Town	Lusikisiki
Province	Eastern Cape
Local authority	Ngquza Hill Local Municipality
GPS Coordinates	

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	thandile.xani@dpw.gov.za	Telephone	0475027115
Postal address	Private bag x 5007 Mthatha 5099		
Physical address	PRD Building 26 Sutherland Street Mthatha 5099		

A 3.2 Employer's representative:

Name	Thandile Xani	Telephone number	0475027115
E-mail	thandile.xani@dpw.gov.za	Mobile number	0662489147
Postal address	Private bag x 5007 Mthatha Mthatha 5099		
Physical address	PRD 2 Building Sutherland street Mthatha 5099		

Tender / Quotation no: MTH58/2022

A 4.0	Principal Agent [1.1; 6.2]	Discipline	Departmental Project Manager
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Name	DPWI		
Legal entity of above	DPWI	Contact person	Thandile Xani
Practice number		Telephone number	0475027115
Country	South Africa	Mobile number	0662489147
E-mail	thandile.xani@dpw.gov.za		
Postal address	Private bag x 5007 Mthatha Mthatha 5099		
Physical address	PRD Building SutherLand Street Mthatha 5099		

A 5.0	Agent [1.1; 6.2]	Discipline	N/A
--------------	-------------------------	-------------------	-----

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 6.0	Agent [1.1; 6.2]	Discipline	N/A
--------------	-------------------------	-------------------	-----

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

Tender / Quotation no: MTH58/2022

A 7.0	Agent [1.1; 6.2]	Discipline	N/A
--------------	-------------------------	-------------------	-----

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

A 8.0	Agent [1.1; 6.2]	Discipline	N/A
--------------	-------------------------	-------------------	-----

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

A 9.0	Agent [1.1; 6.2]	Discipline	N/A
--------------	-------------------------	-------------------	-----

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

Tender / Quotation no: MTH58/2022

A 10.0	Agent [1.1; 6.2]	Discipline	N/A
---------------	-------------------------	-------------------	-----

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

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

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

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

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

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".

Tender / Quotation no: MTH58/2022

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
---	--------------------

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

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Bills of Quantities issued with the tender	

B 5.0 Employer's agents [6.0]

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

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".

Tender / Quotation no: MTH58/2022

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%	Applicable
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R0	Not Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R0	Not Applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R 0	Not Applicable
	Other insurances [10.1.5]		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R 0	Not Applicable
	Other insurances: If applicable, description 1:	R 0	Not Applicable
	Other insurances; If applicable, description 2:	R 0	Not Applicable

Tender / Quotation no: MTH58/2022

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: The whole Police station will be active, therefore great co-operation between contractor and saps staff will be greatly appreciated to achieve the project objectives	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: The contractor will be restricted to work on areas indicated by the saps staff	
Natural features and known services to be preserved by the contractor [12.1.3]	Not Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description: Offices and holding cells	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

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

B 9.0 Appointment of Selected Subcontractors [15.0]

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

Tender / Quotation no: MTH58/2022

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 Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]

B12.1 Contract Period

Contract period [B18: 1.2]: Period in months as indicated, include time for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	5 days

Tender / Quotation no: MTH58/2022

Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	5 days
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	9 months
Period to achieve Works Completion Refer B18.0 [19.8]	14 days
Defect liability period up to and including Final Completion	3
Total Contract period [B18: 1.2]	13 months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 0,0375 per R100,00 of Contract Value

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

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	9 months
Period for inspection in working days by the principal agent [19.3]	14 days
Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1]	R0,375 per R100,00 of contract Value
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 0,0113 per R100,00 of Contract value
Penalty amount per calendar day for late Final Completion [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 0,0056 per R100,00 of contract value

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

Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]	Not Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

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The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	Not Applicable
Penalty for late Practical Completion, if completion in sections is required , excluding VAT	
The penalty amount per day for failing to complete section 1 of the Works is:	R
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 section 4 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 the whole of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the whole of the Works , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the whole of the Works , excluding VAT	

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

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	All relevant CoCs
13.2	All guarantees
13.3	Maintenance / operating manuals
13.4	
13.5	
13.6	
13.7	
13.8	
13.9	
13.10	

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B 14.0 Defects liability period [21.0]

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

Applicable	If applicable, description of applicable elements
14.1	Park homes
14.2	
14.3	
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	
14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	25
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.0 Dispute resolution [30.0]

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

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B 17.0 JBCC® General Preliminaries - selections

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

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

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

1.2	<p>Definitions</p> <p>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.</p> <p>ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.</p> <p>AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.</p> <p>CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion.</p> <p>CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion.</p> <p>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.</p> <p>DEFAULT INTEREST: No clause.</p> <p>GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].</p> <p>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.</p> <p>LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.</p> <p>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.</p> <p>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.</p> <p>TARGETED SUBCONTRACTORS: Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.</p>
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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:	
3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: "... due to no fault of the contractor".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories)	Not applicable
(b)	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. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	Not applicable
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	Not applicable
(d)	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. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	Not applicable
(f)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)	Not applicable
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.)	Not applicable

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(h)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million)	Not applicable
(i)		Not applicable
(j)		Not applicable

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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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

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

PART C2: PRICING DATA

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

Project title:	<i>HLABABOMVU SAPS: INSTALLATIONS OF PARK HOMES</i>				
Tender / Quotation no:	MTH58/2022	WCS no:	055929	Reference no:	19/2/4/2/2/6984/01

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.2 VALUE ADDED TAX

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

C2.1.3 CORRECTION OF ENTRIES

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

C2.1.4 ARITHMETICAL ERRORS

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

C2.1.5 TRADE NAMES

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

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C2.1.6 CONTRACT DOCUMENTS

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

C2.1.7 FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments **are not applicable** 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 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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 achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report 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 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 contractors 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

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value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

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

C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL

**MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs:
IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

30% Mandatory subcontracting is "not applicable" to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

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

The Minimum Targeted Local Building Material Manufacturers CPG is "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 C3.6.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

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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 C3.6.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is "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 Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

The Minimum Targeted Enterprise Development CPG is "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 C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. 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.

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.

C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is "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 C3.6.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator

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- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

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 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.

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.

Payment

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

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

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

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

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration;

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

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

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C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is *"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 C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.11.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *"not applicable"* to this project.

Where labour intensive work is specified in the Bill of Quantities 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. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.2 BILLS OF QUANTITIES

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	<p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Principal Building Agreement (Edition 6.2 – May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 – May 2018) shall be deemed to be incorporated in this project specific preliminaries, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The relevant clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p>			
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	<p><u>PREAMBLES FOR TRADES</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in this Project Specific Preliminaries</p> <p>Supplementary preambles and/or specifications are incorporated in this Project Specific Preliminaries to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p> <p>The contract sum shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p> <p><u>SPECIFICATION</u></p> <p>A project specific specification is incorporated in this agreement to satisfy the requirements of the project</p> <p>The contract sum shall take account of and include for all the obligations and requirements stipulated in the project specific specifications</p>			
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	<p><u>SCHEDULE OF RATES</u></p> <p>The schedule of rates shall only be utilised to determine the contract value of contract instructions and for no other purpose. The contractor shall price the items in the schedule of rates and submit such with the tender</p> <p>The items in the schedule of rates utilise abbreviated descriptions. 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 contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p> <p><u>STRUCTURE OF THIS PRELIMINARIES</u></p> <p>Section A : Amendments, modifications, corrections or supplements to the aforementioned JBCC Principal Building Agreement</p> <p>Section B : Amendments, modifications, corrections or supplements to the aforementioned JBCC General Preliminaries</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p>Section D : Monetary allowances</p> <p><u>1.1 DEFINITIONS AND INTERPRETATION</u></p> <p>Definitions</p> <p>1.2 A word or phrase in bold type in the JBCC® General Preliminaries shall have the meaning assigned to it in</p>			
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	<p>the definitions listed in the JBCC® Principal Building Agreement, the JBCC® N/S Subcontract Agreement, the JBCC® Minor Works Agreement or the JBCC® Small and Simple Works Contract as the case may be. A word or phrase not in bold type shall be interpreted in the context of its usage The JBCC® General Preliminaries applies with the necessary changes made to the JBCC® N/S Subcontract Agreement</p> <p>Interpretation</p> <p>1.3.1 In the JBCC® General Preliminaries, unless inconsistent with the context, the words “accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, instruct, issue, list, notice, notify, object, record, reduce, refuse, request, state” and their derivatives, require such acts to be in writing</p> <p>1.3.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons</p> <p>1.3.3 The headings of clauses are for information only and shall not be used in interpretation</p> <p>1.3.4 Documents and legislation referred to in the JBCC® General Preliminaries shall mean the current edition thereof with all amendments thereto at the date of submission of the tender unless otherwise stated</p>			
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	<u>2.0 DOCUMENTS</u>			
1	<p>2.1 Checking of documents</p> <p>The tenderer shall check the numbers of the pages of the tender documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the agreement contains any obvious errors, the tenderer shall give notice to the principal agent forthwith thereof and the principal agent shall promptly give a written directive</p>	Item		
2	<p>2.2 Provisional bills of quantities The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement</p>	Item		
3	<p>2.3 Availability of construction information</p> <p>Where the construction information for the works is incomplete and will only be completed during the construction period the contractor and principal agent shall work together to identify the requirements for the provision of construction information. The contractor and principal agent shall agree the dates that are reasonable by when the contractor is to be provided with each outstanding item of the construction information in terms of the programme The contractor and subcontractor shall agree dates by when the subcontractor is to be provided with each item of the outstanding information in terms of the programme</p>	Item		
4	<p>2.4 Ordering of materials and goods</p> <p>Should the contractor use the quantities in the priced document for the ordering of materials and goods, the contractor does so at his own risk</p>	Item		
	<u>3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u>			
	N/A			
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<u>4.0 THE SITE</u>				
5	<p>4.1 Handover of site</p> <p>Handover of the site to the contractor is not to be done in stages</p>	Item		
6	<p>4.2 Enclosure of the works</p> <p>The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the protection of the public and others. Specific hoarding requirements are described in the contract data</p>	Item		
7	<p>4.3 Geo-technical and other investigations</p> <p>N/A</p>	Item		
8	<p>4.4 Encroachments</p> <p>The contractor shall give notice to the principal agent within ten per cent (10%) of the initial construction period or twenty (20) working days after taking possession of the site, whichever is the lesser, if any encroachments of adjoining buildings, structures, pavements, boundaries, services, etc. exist in order that the necessary arrangements may be made for the rectification of any encroachments</p>	Item		
9	<p>4.5 Existing premises occupied</p> <p>Existing premises will be in use and occupied during the execution of the works. The contractor shall execute the works in a manner to cause the least interfere with the general routine of the occupants of the premises and minimise any nuisance from dust, noise or other causes with due regard for the safety of the occupants</p>	Item		
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10	<p>4.6 Services - known</p> <p>All known existing services are described in the contract data indicating whether such services are to be terminated, diverted or continued in use either temporarily or permanently</p> <p><u>5.0 MANAGEMENT OF CONTRACT</u></p>	Item		
11	<p>5.1 Management of the works</p> <p>The contractor is responsible for the management of the sequence for carrying out of the works to avoid, inter alia, subsequent cutting or patching of finished work</p>	Item		
12	<p>5.2 Progress meetings</p> <p>The principal agent and contractor shall hold meetings related to the progress of the works at regular intervals and at such other times as may be necessary. Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or principal agent. The principal agent shall record and distribute the minutes of the meetings</p>	Item		
13	<p>5.3 Technical meetings</p> <p>At the instance of the principal agent or the contractor, meetings shall be held to deal with technical and subcontractors' coordination matters</p>	Item		
14	<p>5.4 Health and safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended.</p>	Item		
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	<u>6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u>			
15	<p>6.1 Samples of materials</p> <p>The contractor shall furnish at his cost samples of materials and specimens of finishes as may be called for by the principal agent for his approval</p>	Item		
16	<p>6.2 Workmanship samples</p> <p>The principal agent may instruct the contractor to furnish samples of workmanship for his approval. Where the principal agent requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense. The contract value shall be adjusted accordingly</p>	Item		
17	<p>6.3 Shop drawings</p> <p>Shop drawings are drawings, diagrams, designs, illustrations, schedules, performance charts, brochures, setting out drawings, shop details and other data which are prepared by the contractor, subcontractor, manufacturer, supplier or distributor which illustrate manufacturing details and methods of execution of work Only shop drawings and/or samples submitted for review shall be considered by the principal agent. The principal agent's approval of shop drawings and/or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. The principal agent may refer shop drawings and/or samples to the relevant agent for revision and/or approval</p> <p>Where shop drawings are called for: 6.3.1 The contractor shall:</p> <ul style="list-style-type: none"> • Prepare or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at his/their own expense • Submit two (2) copies of shop drawings to the principal agent for approval • Allow the principal agent reasonable time to approve shop drawings <p>Copyright reserved: JBCC® General</p>			
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	<p>Preliminaries – May 2018 / 2020 Page 5 of 7 pages</p> <ul style="list-style-type: none"> • Keep a record of all shop drawings submitted to the principal agent • Ensure that shop drawings conform to the dimensions of built work • Submit two (2) copies of the approved shop drawings to the principal agent for his use and for use in the works • Ensure that work is not executed from shop drawings that have not been approved by the principal agent and/or agents • Not be entitled to payment for elements of the works (for example steel roof truss components such as members, gussets, connection plates and the like) for which shop drawings may have been approved by the principal agent and/or the relevant agent but which are in excess of the design parameters stipulated by the relevant agent. Payment shall be based on the design parameters stipulated by the relevant agent <p>6.3.2 The principal agent shall:</p> <ul style="list-style-type: none"> • Check timeously the shop drawings submitted by the contractor • Give notice to the contractor timeously where shop drawings are approved or are to be revised and resubmitted 	Item		
18	<p>6.4 Compliance with manufacturer's instructions</p> <p>The contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions</p>	Item		
	<u>7.0 DEPOSITS AND FEES</u>			
19	<p>7.1 Deposits and fees</p> <p>The contractor shall arrange for and pay all deposits, fees and charges according to law, regulation or bylaw of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like</p>	Item		
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	<u>8.0 TEMPORARY SERVICES</u>			
20	8.1 Water Water for the works, as stated in the contract data shall be provided by: 8.1.1 Option A The contractor including necessary temporary plumbing	Item		
21	8.2 Electricity Electricity for the works, as stated in the contract data shall be provided by: 8.2.1 Option A The contractor including necessary temporary installation work	Item		
22	8.3 Ablution and welfare facilities Ablution and welfare facilities, as stated in the contract data shall be provided for the use of all persons on the site by: 8.3.1 Option A The contractor who shall maintain such facilities in a thoroughly clean and tidy condition	Item		
23	8.4 Communication facilities Communication facilities, as stated in the contract data, shall be provided by the contractor	Item		
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	<u>9.0 PRIME COST AMOUNTS</u>			
24	<p>9.1 Responsibility for prime cost amounts</p> <p>All prime cost amounts are for materials and goods delivered to the site. The priced document shall make provision for the contractor to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, unpacking, storing, hoisting and fixing of such materials and goods. The contractor shall check the quantity and condition of all materials and goods on taking delivery as any materials and goods subsequently found missing or damaged shall be replaced at the contractor's expense</p>	Item		
	<u>10.0 ATTENDANCE ON SUBCONTRACTORS</u>			
25	<p>10.1 General attendance</p> <p>General attendance duties of the contractor are listed in clause 12.2 of the JBCC® N/S Subcontract Agreement</p>	Item		
26	<p>10.2 Special attendance</p> <p>The priced document shall make provision for the contractor to separately price for special attendance on each subcontractor. Special attendance such as unloading, storing, placing in position, providing special power supplies, specific hoisting, use of cranes and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish are described in detail in the priced document</p>	Item		
	<u>11.0 GENERAL</u>			
27	<p>11.1 Protection of the works</p> <p>Where specific protection of the works is required this shall be described in the contract data</p>	Item		
	Carried Forward		R	
	<p>Bill No. 1 Preliminaries</p>			

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Item no	Description	Quantity	Rate	Amount
Brought Forward			R	
28	<p>11.2 Protection/isolation of existing works and works occupied in sections</p> <p>The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on practical completion</p>	Item		
29	<p>11.3 Security of the works</p> <p>The contractor shall take all appropriate measures for general security of the works</p>	Item		
30	<p>11.4 Notice before covering work</p> <p>The contractor shall give adequate notice to the principal agent whenever any work or material such as foundations, plumbing, drainage and the like which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a notice being received timeously by the principal agent such work shall be exposed and later made good at the contractor's expense</p>	Item		
31	<p>11.5 Disturbance</p> <p>The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts</p>	Item		
32	<p>11.6 Environmental disturbance</p> <p>The contractor shall execute the works without any unreasonable adverse effect on the environment</p>	Item		
33	<p>11.7 Works cleaning and clearing</p> <p>The contractor shall regularly clean and clear away all rubbish and excess materials as the works proceed and leave the works in a clean and satisfactory state for use and occupation in terms of the agreement</p>	Item		
Carried Forward			R	
	<p>Bill No. 1 Preliminaries</p>			

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Item no	Description	Quantity	Rate	Amount
	Brought Forward		R	
34	<p>11.8 Vermin</p> <p>The contractor shall take all necessary precautions to keep the works and the site free from vermin and shall leave the works vermin-free on completion</p>	Item		
35	<p>11.9 Overhand work</p> <p>No provision has been made for overhand work. Where necessary, the contractor shall make his own arrangements with the owners of adjoining properties to execute such work</p>	Item		
	<u>MONETARY ALLOWANCES</u>			
36	Provide R1000.00 (One Thousand Rand) for purchasing of a contract document	PS		1,000.00
37	Add: Profit and attendance on item 36 above		%	
	Carried to Summary			
	Bill No. 1 Preliminaries		R	

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MTH58/2022

Item no	Description	Quantity	Rate	Amount
	<u>BILL NO. 2</u>			
	<u>EARTHWORKS (PROVISIONAL)</u>			
	NOTE : Bidders are advised to study the "Standard System of Measuring Building Work" and "Model Preambles for Trades" before pricing this bill			
	<u>EARTHWORKS</u>			
	<u>Clear site of all debris, hedges, not exceeding 200mm girth etc.</u>			
1	Strip off topsoil to an average depth of 250mm over areas of roads, buildings etc. and dispose off site	m2	450	
	<u>Open face excavate:</u>			
2	Excavate to cut in open face not exceeding 2m deep to reduce levels and deposit in spoil dump on site, for reuse as filling or carting away as necessary (carting away elsewhere measured)	m3	540	
	<u>Excavate in earth not exceeding 2m deep in:</u>			
3	Trenches	m3	120	
	<u>Extra over all excavations for excavations in:</u>			
4	Soft rock	m3	54	
5	Hard rock	m3	27	
	<u>Extra over all excavations for carting away:</u>			
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	540	
	<u>Risk of collapse of excavations:</u>			
7	Sides of trench and hole excavations not exceeding 1,5m deep	m2	550	
	Carried Forward			R
	Bill No. 2 Earthworks (Provisional)			

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Item no	Description	Quantity	Rate	Amount
Brought Forward			R	
	<u>Keeping excavations free of water:</u>			
8	Keeping excavations free from mud and all water including subterranean sources	Item		
	<u>G6 Earth filling supplied from a commercial source, compacted to 98% Mod AASHTO density</u>			
9	Under floors, steps, pavings, etc.	m2	540	
	<u>Compaction of surfaces</u>			
10	Scarify in-situ of the bulk excavations bottoms to a depth of 150mm, and compact to 93% Modified AASHTO density at optimum moisture content	m2	450	
11	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 93% Mod AASHTO density	m2	450	
	<u>SOIL POISONING</u>			
	<u>Approved registered termite soil poisoning material in accordance with SABS 0124 - 1977 mixed with water and applied at a rate of not less than 5 litres of solution per square metre. The concentration of the solution shall be in strict accordance with the manufacturer's instructions and to the approval of the Representative/Agent.</u>			
12	Under floors including any preparation, levelling, etc.	m2	450	
	<u>TESTS</u>			
13	Soil classification test including foundation indicator test and CBR	No	3	
14	Allow for compaction tests by an approved laboratory to determine density of filling material	No	6	
Carried Forward			R	
	Bill No. 2 Earthworks (Provisional)			

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Item no	Description	Quantity	Rate	Amount
	Brought Forward		R	
15	Geotechnical investigation and report done by a qualified Geotechnical Engineer. Investigation to include the following: Excavate Test pits 3 no. – 800mm x800mm x 1500mm, 3 no. DCP, Bearing capacity test and analysis, settlement indicator and moisture content		SUM	
16	Site survey including takey/topographical survey done by a qualified Land Surveyor. Survey to be done for the entire site of approximately 30 000m2 overall.		SUM	
	Carried to Summary		R	
	Bill No. 2 Earthworks (Provisional)			

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Item no	Description	Quantity	Rate	Amount
	<p><u>BILL NO. 3</u></p> <p><u>MASONRY</u></p> <p>NOTE : Bidders are advised to study the "Standard System of Measuring Building Work" and "Model Preambles for Trades" before pricing this bill</p> <p><u>PAVING, ETC.</u></p> <p><u>60mm Thick concrete pavers</u></p>			
1	Herringbone pattern laid on and including river-sand	m2	90	
2	Fair edges, angles, etc.	m	120	
	Carried to Summary			R
	Bill No. 3 Masonry			

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Item no	Description	Quantity	Rate	Amount
	<p><u>BILL NO. 4</u></p> <p><u>PREFABRICATED MODULAR STRUCTURES</u></p> <p><u>Prefabricated rooms propriety design of minimum are of 12m2 and dimensions approximately 4,00mm x 3,00mm, formed of pre-painted/chromadek finish panels of 40mm thick minimum thickness and minimum floor to ceiling height of 2800mm high. Each room to be provided complete in every way including aluminium windows with safety glass and galvanised burglar proofing (on all doors and windows), gutters and downpipes, 1 LED florescent tube fitted with occupancy sensor, 2 double sockets, external 30Watt LED floodlight. Floors finishes to be vinyl sheeting. NB: All prefabricated rooms to be placed on jacks and to be compliant with a 30minute fire rating. Electrical COC must be supplied for each block</u></p>			
1	<p>Relocatable Prefabricated 3 sleeper bedrooms (3 Bedrooms per block)</p> <p><u>Prefabricated kitchen unit propriety design of minimum are of 17m2 and dimensions approximately 5.80mm x 3,00mm, formed of pre-painted/chromadek finish panels of 40mm thick minimum thickness and minimum floor to ceiling height of 2800mm high. Each room to be provided complete in every way including aluminium windows with safety glass and galvanised burglar proofing (on all doors and windows), gutters and downpipes, kitchen sinks fittings including piping, stainless steel tables as per attached drawing, 1 LED florescent tube fitted with occupancy sensor, external 30Watt LED floodlight. Floors finishes to be vinyl sheeting. Plumbing specifications: 1 x 100 L hot water cylinder (geyser), 600 Kpa, complete with drip tray, P traps, multi control valve, control timer, and all necessary accessories. All plumbing piping (cold water, hot water and drainage), and valves required for the complete operation of the plumbing system are to be included. NB: All prefabricated rooms to be placed on jacks and to be compliant with a 30minute fire rating. Electrical COC must be supplied for each block</u></p>	No	6	
2	<p>Kitchen</p>	No	1	
	Carried Forward			R
	<p>Bill No. 4 Prefabricated Moduler Structures</p>			

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Item no	Description	Quantity	Rate	Amount
	Brought Forward		R	
3	<p><u>Prefabricated bathrooms/ablutions propriety design of minimum are of 17m2 and dimensions approximately 5.80mm x 3.00mm, formed of pre-painted/chromadek finish panels of 40mm thick minimum thickness and minimum floor to ceiling height of 2800mm high. Each room to be provided complete in every way including aluminium windows with safety glass and galvanised burglar proofing (on all doors and windows), gutters and downpipes, sanitary fittings including piping, 1 LED florescent tube, external 30Watt LED floodlight. Floors finishes to be vinyl sheeting.Plumbing specifications: 2 x 150 L hot water cylinder (geyser), 600 Kpa, complete with drip tray, P traps, multi control valve, control timer, and all necessary accessories. All plumbing piping (cold water, hot water and drainage), and valves required for the complete operation of the plumbing system are to be included. (Note: they are 2 ablutions blocks - therefore 4 x 150 L geysers are required for the entire site) NB: All prefabricated rooms to be placed on jacks and to be compliant with a 30minute fire rating. Electrical COC must be supplied for each block</u></p> <p>Ablutions (As per attached drawing)</p>	No	2	
	Carried to Summary		R	
	<p>Bill No. 4 Prefabricated Moduler Structures</p>			

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Item no	Description	Quantity	Rate	Amount
	<u>BILL NO. 5</u>			
	<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>			
	NOTE : Bidders are advised to study the "Standard System of Measuring Building Work" and "Model Preambles for Trades" before pricing this bill			
	<u>PIPEWORK, ETC.</u>			
	<u>uPVC pipes</u>			
1	40 mm Pipes	m	10	
2	<u>110 mm Pipes</u> laid in and including not exceeding 1000mm deep trench, bedding, backfilling and compaction to 90% Mod AASHTO.	m	70	
	<u>Extra over uPVC pipes for</u>			
3	40mm Bend	No	5	
4	110mm Bend	No	5	
5	110mm Y-junction	No	8	
6	110mm diameter 135 degrees-bend	No	6	
7	110mm diameter rodding eye cover	No	3	
	<u>Manholes</u>			
8	1000mm diameter precast concrete manhole complete with and including 200mm thick 25MPa concrete base, precast concrete cover and lid, steps, etc.	No	1	
	<u>Testing:</u>			
9	Testing waste pipe system		SUM	
	<u>WATER SUPPLIES</u>			
	Carried Forward		R	
	Bill No. 5 Plumbing and Drainage (Provisional)			

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Item no	Description	Quantity	Rate	Amount
	Brought Forward		R	
	<u>HDPE Pipes</u>			
10	25mm Pipes laid in and including 550mm deep trench, bedding, backfilling and compaction to 90% Mod AASHTO.	m	50	
	<u>Extra over class 3 copper pipes for brass capillary fittings</u>			
11	15 mm Fittings	No	30	
12	22 mm Fittings	No	25	
	<u>Extra over HDPE pipe for HDPE fittings</u>			
13	25 mm diameter 90 degree bend	No	8	
14	25 mm diameter equal T coupling	No	4	
15	25 mm diameter pressure reducing valve	No	3	
16	25 mm diameter non-return valve	No	3	
17	25 mm diameter gate valve	No	4	
	<u>Water pump</u>			
18	0,75KW Variable Speed Booster Jojo pump or equally approved installed complete. Pump specifications should be as follows: Automatic start/stop function, dry running protection, over-current protection, motor power 0,75kW, 2 to 4,5 bar pressure, 5 to 66litres/min flow and pre-wired with 3 point plug.	No	2	
	<u>Testing</u>			
19	Testing waste pipe system		SUM	
	<u>SANITARY FITTINGS, TANKS, GEYSERS, ETC.</u>			
	Carried Forward		R	
	Bill No. 5 Plumbing and Drainage (Provisional)			

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Item no	Description	Quantity	Rate	Amount
	Brought Forward		R	
	<u>Tanks, etc.</u>			
20	5000 PVC rainwater tanks complete with tap, lid, fixing anchors (minimum thickness = 4mm) and fixed to and including tank stand size 2500mm x 2500mm x 300mm high overall complete including excavations, risk of collapse, concrete footing, brickwork face-brick, etc.	No 4		
	<u>FIRE HYDRANTS, HOSE REELS AND PORTABLE FIRE EXTINGUISHERS</u>			
	<u>Supply and Install Portable Fire Extinguishers c/w wall brackets and accessories, following sizes:</u>			
21	4.5kg Dry Powder Fire Extinguisher	No 4		
22	9kg Dry Powder Fire Extinguisher	No 2		
	<u>Photoluminescent Signage in line with SANS 1186. Signage detail and fixing detail to be included. Sign fixing detail to be presented to the architect for approval before procurement and installation.</u>			
23	Access and Direction of travel signage	No 3		
24	Extinguisher with directional arrow	No 5		
	<u>Supply and install red fibre glass box to cater for Extinguishers (To be approved by Architect prior to procurement)</u>			
25	4.5kg Dry Powder Fire Extinguisher	No 2		
26	9kg Dry Powder Fire Extinguisher	No 2		
	<u>Supply and install fire blanket in the following sizes:</u>			
27	1800 X 1800 mm fire blanket in kitchen	No 1		
	Carried Forward		R	
	Bill No. 5 Plumbing and Drainage (Provisional)			

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Item no	Description	Quantity	Rate	Amount
	Brought Forward		R	
	<u>SUNDRIES</u>			
28	Provision of 3-sets of Operating and Maintenance Manuals including "As-Built" drawings on hard copy and CD. "As-Built" drawing to be submitted in pdf and dwg format and manuals must be in a proper file.		SUM	
29	Provision of fire plan in laminated A3 size with and including aluminium casing	No	1	
	<u>Testing</u>			
30	Test and commission entire fire installation as required by SANS 10400 and SANS 10287		SUM	
	Carried to Summary		R	
	Bill No. 5 Plumbing and Drainage (Provisional)			

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Item no	Description	Quantity	Rate	Amount
	<u>BILL NO. 6</u>			
	<u>ELECTRICAL WORKS</u>			
	NOTE : Bidders are advised to study the "Standard System of Measuring Building Work" and "Model Preambles for Trades" before pricing this bill			
	<u>CIRCUIT BREAKERS, BUSBAR AND WELDING SOCKETS</u>			
	<u>Supply and install new distribution kiosks consisting of all necessary accessories</u>			
1	20A single pole circuit breaker	No	9	
2	40A multi-cladded circuit breaker	No	1	
3	100A multi-cladded circuit breaker	No	2	
4	175A multi-cladded circuit breaker	No	1	
	<u>CABLES, WIRING AND EARTH-WIRE</u>			
	<u>Supply and install PVC/SWA copper cables complete with terminations on each end with and including trenches, risk of colapse, bedding, backfilling, etc.</u>			
5	50mm ² Cu PVC 4 Core cable	m	65	
6	25mm ² Cu PVC 4 Core cable	m	120	
7	10mm ² Cu PVC 4 Core cable	m	25	
8	2,5mm ² Cu PVC 4 Core cable	m	400	
	<u>Supply and install bare copper earth conductors complete with terminations on each end</u>			
9	2,5mm ² BCEW earthwire for feeder	m	400	
	<u>Terminations on each end</u>			
10	50mm ² Cu PVC 4 Core cable	m	8	
	Carried Forward			R
	Bill No. 6 Electrical Works			

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Item no	Description	Quantity	Rate	Amount
	Brought Forward		R	
11	25mm ² Cu PVC 4 Core cable	m	18	
12	10mm ² Cu PVC 4 Core cable	m	18	
13	2,5mm ² Cu PVC 4 Core cable	m	18	
	<u>SUNDRIES</u>			
14	Testing and Issuing of COC (Certificate of Compliance) for the entire electrical installation			SUM
15	Equipment removal, stripping, cleaning, find and isolate all unused supplies including re-routing cables as directed by Engineer			SUM
	Carried to Summary			
	Bill No. 6 Electrical Works			R

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Bill No	<u>FINAL SUMMARY</u>	Page No		Amount
1	Preliminaries	13		
2	Earthworks (Provisional)	16		
3	Masonry	17		
4	Prefabricated Moduler Structures	19		
5	Plumbing and Drainage (Provisional)	23		
6	Electrical Works	25		
	Sub-Total		R	
	Value Added Tax @ 15%		R	
	Carried to Form of Offer and Acceptance		R	

PART C4: SITE INFORMATION

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

Project title:	HLABABOMVU SAPS: INSTALLATIONS OF PARK HOMES		
Tender / Quotation no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01

C3. Scope of Works

C3.1 EXTENT OF THE WORKS

To install park homes including preparation of layerworks, walkways, water t and stand, water pump, electrical, sewer and water connection.

C3.2 ORDER OF THE WORKS

To be determined by the contractor

C3.3 BUILDINGS OCCUPIED

Not applicable

C3.4 ACCESS

There is an easy access to site but contractor might be instructed not to work during certain hours since site is actively operating.

Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, Government Gazette No. 42021 of 9 November 2018.

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

C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as indicated below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained:

C3.6.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017

30% Mandatory subcontracting is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the thirty percent (30%) Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

- (a) SMME's involvement of at least **five percent (5%)** of the tender amount at the time of tender to be sourced from within **50km** radius of the project site with the intention to maximize use of local SMMEs within.
- (b) SMME's involvement of at least of the Tender Value to be sourced from within **250km** radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people
- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities
- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people
- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder may refer to the CSD website should the list provided be insufficient.

Bidders must ensure that the sub-contractors conform to the following:

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and
- e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
 - Relevant Ward. If not available;
 - Relevant neighbouring Wards. If not available;
 - Relevant Local Municipality. If not available;
 - Relevant District Municipality. If not available;
 - Relevant Metro. If not available;
 - Relevant Province. If not available;
 - Relevant Neighbouring Province. And If not available;
 - Anywhere within the borders of South Africa.

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the minimum thirty percent (30%) SMME participation based on the tender amount including VAT, will result in a two percent (2%) penalty on the amount of work on which there is no compliance (Excluding VAT), 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.

C3.6.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

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

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer in and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,

- (d) Materials of at least two percent (2%) of the total value of materials purchased including VAT to be sourced from within 50km radius of the project site,
- (e) Material of at least eight percent (8%) of the total value of materials purchased including VAT to be sourced from within 250km radius of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. 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 Building Material Suppliers Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material 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 in the, and provided that:

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

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. 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 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

Beneficiaries will be sourced from the. The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in a thirty percent (30%) penalty of the total labour cost based on labour rates per day of the number of working days not achieved, excluding VAT, for noncompliance, 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.

C3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is *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 promote enterprise development by providing for a minimum contract participation goal (CPG) of five percent (5%) 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 contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The lead partner or main contractor shall dedicate a minimum five percent (5%) of total project value to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to ***(Insert type of enterprises. eg General Building, Electrical, Mechanical, Plumbing, etc. It could be either just one or any combination of all) Enterprises.***

Provision for pricing of compliance with the aforementioned is made in the preliminaries and it is explicitly pointed out that all requirement in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.

C3.6.5.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
 - Administrative and cost control systems
 - construction management systems and plans
 - planning, tendering and programming
 - business; technical; procurement skills
 - legal compliance
 - credit rating/history; financial loan capacity/history
 - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
 - perform needs analysis on the targeted enterprise to identify developmental goals
 - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
 - provide internal mentorship support to improve the targeted enterprise/s performance
 - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
 - submit a project completion report to the Employer's representative for each targeted enterprise.

C3.6.5.2 Management

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

C3.6.5.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3.6.5.4 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**).

C3.6.5.5 The Key Personal

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

C3.6.5.6 Management Meetings

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

C3.6.5.7 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

C3.6.5.8 Records

The contractor shall:

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

C3.6.5.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

C3.6.5.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

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

The Minimum Targeted Contract Skills Development CPG is *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 43495 of 3 July 2020, as amended in 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.

C3.6.6.1 Methodology

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

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

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August

2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

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

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

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

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

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and 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 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
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.

- (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates

C3.6.6.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (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
- (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.

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

C3.6.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is *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.

C3.6.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *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. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of quantities will result in a thirty percent (30%) penalty of the value of the

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand 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 cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

C3.7 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)

The contractors 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, 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 contractors 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.

PART C4: SITE INFORMATION

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

Project title:	HLABABOMVU SAPS: INSTALLATIONS OF PARK HOMES		
Tender no:	MTH58/2022	Reference no:	19/2/4/2/2/6984/01

C4 Site Information

1. 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 serves as a guideline only with regard to the type of items to be included in the Site Information. ~~(Delete this instruction and re-number the items as required)~~
 - (a) Installation of park homes will be done on a new vacant position with no existing structures, open face excavation will be undertaken.
 - (b) Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries ~~(Delete this instruction)~~.
 - (c) Site is located at Kwagcuda Location and currently has 6 buildings (3 staff quarters, 1 office block, 1 cell block, 1 bent staff accommodation and guard house).



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

HLABABOMVU SAPS: PLACEMENT OF TEMPORARY PREFABRICATED STRUCTURES (PARK HOMES) AND INSTALLATION OF WATER TANKS

SUPPLEMENTARY ELECTRICAL SPECIFICATIONS

WCS No: 055929

APRIL 2022

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SPECIFICATION FOR ELECTRICAL WORK

PART 1 - GENERAL

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PART 1 - GENERAL

1. TESTS

- 1.1. After completion of the works and before practical completion is achieved, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installations will be inspected and the Contractor shall make good, to the satisfaction of the Principle Agent/Electrical Engineer or the employer, any defects which may arise.
- 1.2. The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installations at completion.

2. MAINTENANCE OF INSTALLATIONS

- 2.1. With effect from the date of the practical completion certificate, the contractor shall at their own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof.
- 2.2. If during the said period the installations is not in working order for any reason for which the contractor is responsible, or if the installations develops defects, the contractor shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments.
- 2.3. Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the contractor shall, if called upon by the principal agent/electrical engineer or the employer, at the contractor's own expense replace the whole of the installations or such parts thereof as the principal agent/electrical engineer or the employer may deem necessary with apparatus specified by the principal agent/electrical engineer or the employer.

3. REGULATIONS

The installation shall be erected and tested in accordance with the Acts and Regulations as indicated in the detailed design report.

4. NOTICES AND FEES

The Contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local supply authority. On production of the official account, only the net amount of the fee charged by the supply authority for connection of the installation to the supply mains, will be refunded to the contractor by the employer.

5. SCHEDULE OF FITTINGS

In all instances where schedule of light, socket outlet and power points are attached to or included on the drawings, these schedules are to be regarded as forming part of the specification.

6. QUALITY OF MATERIALS

- 6.1. Only materials of highest quality available in the market shall be used and all materials shall be subject to the approval of the electrical engineer and/or employer. Departmental specifications for various materials to be used on this Contract are attached to and form part of this specification.
- 6.2. Wherever applicable the material is to comply with the relevant South African National Standards or to IEC Specifications, where no SANS Specifications exist. Materials wherever possible, must be of South African manufacture.

7. CONDUIT AND ACCESSORIES

- 7.1. The type of conduit and accessories required for the service, i.e. whether the conduit and accessories shall be of the screwed type, plain-end type or of the non-metallic type and whether metallic conduit shall be black enamelled or galvanised, is specified in Part 2 of this specification.
- 7.2. Unless other methods of installation are specified for certain circuits, the installation shall be in conduit throughout. No open wiring in roof spaces or elsewhere will be permitted.
- 7.3. The conduit and conduit accessories shall comply fully with the applicable SANS specifications as set out below and the conduit shall bear the mark of approval of the South African Bureau of Standards.
 - a) Screwed metallic conduit and accessories: SANS 61386-1 and 21.
 - b) Plain-end metallic conduit and accessories: SANS 61386-1 and 21.
 - c) Non-metallic conduit and accessories: SANS 61386-1 and 21.
- 7.4. All conduit fittings except couplings, shall be of the inspection type. Where cast metal conduit accessories are used, these shall be of malleable iron. Zinc base fittings will not be allowed.
- 7.5. Bushes used for metallic conduit shall be brass and shall be provided in addition to locknuts at all points where the conduit terminates at switchboards, switch-boxes, draw-boxes, etc.
- 7.6. Draw-boxes are to be provided in accordance with the "Wiring Code" and wherever necessary to facilitate easy wiring.
- 7.7. For lighting and socket outlet circuits, the conduit used shall have an external diameter of 20mm. In all other instances the sizes of conduit shall be in accordance with the "Wiring Code" for the specified number and size of conductors, unless otherwise directed in part 2 of this specification or indicated on the drawings.
- 7.8. Only one manufactured type of conduit and conduit accessories will be permitted throughout the installation.
- 7.9. Running joints in screwed conduit are to be avoided as far as possible and all conduit systems shall be set or bent to the required angles. The use of normal bends must be kept to a minimum with exception of larger diameter conduits where the use of such bends is essential.

7.10. All metallic conduit shall be manufactured of mild steel with a minimum thickness of 1,2mm for plain-end conduit and 1,6mm in respect of screwed conduit.

Under no circumstances will conduit having a wall thickness of less than 1,6mm be allowed in screed laid on top of concrete slabs.c6

7.11. Bending and setting of conduit must be done with special bending apparatus manufactured for the purpose and which are obtainable from the manufacturers of the conduit systems. Damage to conduit resulting from the use of incorrect bending apparatus or methods applied must on indication by the Department's inspectorate staff, be completely removed and rectified and any wiring already drawn into such damaged conduits must be completely renewed at the Contractor's expense.

7.12. Conduit and conduit accessories used for flame-proof or explosion proof installations and for the suspension of luminaires as well as all load bearing conduit shall in all instances be of the metallic screwed type.

7.13. All conduit and accessories used in areas within 50 km of the coast shall be galvanised to SANS 32 and SANS 121.

7.14. Tenderers must ensure that general approval of the proposed conduit system to be used is obtained from the local electricity supply authority prior to the submission of their tender. Under no circumstances will consideration be given by the Department to any claim submitted by the Contractor, which may result from a lack of knowledge in regard to the supply authority's requirements.

8. CONDUIT IN ROOF SPACES

8.1. Conduit in roof spaces shall be installed parallel or at right angles to the roof members and shall be secured at intervals not exceeding 1,5m by means of saddles screwed to the roof timbers.

8.2. Nail or crampets will not be allowed.

8.3. Where non-metallic conduit has been specified for a particular service, the conduit shall be supported and fixed with saddles with a maximum spacing of 450 mm. The Contractor shall supply and install all additional supporting timbers in the roof space as required.

8.4. Under flat roofs, in false ceilings or where there is less than 0,9m of clearance, or should the ceilings be insulated with glass wool or other insulating material, the conduit shall be installed in such a manner as to allow for all wiring to be executed from below the ceilings.

8.5. Conduit runs from distribution boards shall, where possible terminate in fabricated sheet steel draw-boxes installed directly above or in close proximity to the boards.

9. SURFACE MOUNTED CONDUIT

- 9.1. Wherever possible, the conduit installation is to be concealed in the building work; however, where unavoidable or otherwise specified under Part 2 of the specification, conduit installed on the surface must be plumbed or levelled and only straight lengths shall be used.
- 9.2. The use of inspection bends is to be avoided and instead the conduit shall be set uniformly and inspection coupling used where necessary. No threads will be permitted to show when the conduit installation is complete, except where running couplings have been employed.
- 9.3. Running couplings are only to be used where unavoidable, and shall be fitted with a sliced couplings as a lock nut.
- 9.4. Conduit is to be run on approved spaced saddles rigidly secured to the walls.
- 9.5. Alternatively, fittings, tees, boxes, couplings etc., are to be cut into the surface to allow the conduit to fit flush against the surface. Conduit is to be bedded into any wall irregularities to avoid gaps between the surface and the conduit.
- 9.6. Crossing of conduits is to be avoided, however, should it be necessary purpose-made metal boxes are to be provided at the junction. The finish of the boxes and positioning shall be in keeping with the general layout.
- 9.7. Where several conduits are installed side by side, they shall be evenly spaced and grouped under one purpose-made saddle.
- 9.8. Distribution boards, draw-boxes, industrial switches and socket outlets etc., shall be neatly recessed into the surface to avoid double sets.
- 9.9. In situations where there are no ceilings, the conduits are to be run along the wall plates and the beams.
- 9.10. Painting of surface conduit shall match the colour of the adjacent wall finishes.
- 9.11. Only approved plugging materials such as aluminium inserts, fibre plugs, plastic plugs, etc., and round-head screws shall be used for fixing saddles, switches, socket outlets, etc., to walls, wood plugs and the plugging in joints in brick walls are not acceptable.

10. CONDUITS IN CONCRETE SLABS

- 10.1. In order not to delay building operations the Contractor must ensure that all conduits and other electrical equipment which are to be cast in the concrete columns and slabs are installed in good time.
- 10.2. The Contractor shall have a representative in attendance at all times when the casting of concrete takes place.
- 10.3. Draw-boxes, expansion joint boxes and round conduit boxes are to be provided where necessary. Sharp bends of any nature will not be allowed in concrete slabs.
- 10.4. Draw and/or inspection boxes shall be grouped under one common cover plate, and must

preferable be installed in passages or male toilets.

- 10.5. All boxes are to be securely fixed to the shuttering to prevent displacement when concrete is cast. The conduit shall be supported and secured at regular intervals and installed as close as possible to the neutral axis of concrete slabs and/or beams.
- 10.6. Before any concrete slabs are cast, all conduit droppers to switchboards shall be neatly spaced and rigidly fixed.

11. FLEXIBLE CONNECTIONS FOR CONNECTING UP OF STOVES, MACHINES, ETC.

- 11.1. Flexible tubing connections shall be of galvanised steel construction, and in damp situations of the plastic sheathed galvanised steel type. Other types may only be used subject to the prior approval of the Department's site electrical representative.
- 11.2. Connectors for coupling onto the flexible tubing shall be of the gland or screw-in types, manufactured of either brass or cadmium or zinc plated mild steel, and the connectors after having been fixed onto the tubing, shall be durable and mechanically sound.

Aluminium and zinc alloy connectors will not be acceptable.

12. WIRING

- 12.1. Except where otherwise specified in Part 2 of this specification, wiring shall be carried out in conduit throughout. Only one circuit per conduit will be permitted.
- 12.2. No wiring shall be drawn into conduit until the conduit installation has been completed and all conduit ends provided with bushes. All conduits to be clear of moisture and debris before wiring is commenced.
- 12.3. Unless otherwise specified in Part 2 of this specification or indicated on the service drawings, the wiring of the installation shall be carried out in accordance with the "Wiring Code". Further to the requirements concerning the installation of earth conductors to certain light points as set out in the "Wiring Code", it is a specific requirement of this document that where plain-end metallic conduit has been used, earth conductors must be provided and drawn into the conduit with the main conductors to all points, including all luminaires and switches throughout the installation.
- 12.4. Wiring for lighting circuits is to be carried out with 1,5mm² conductors and a 1,5mm²-earth conductor. For socket outlet circuits the wiring shall comprise 4mm² conductors and a 2,5mm²-earth conductor. In certain instances, as will be directed in Part 2 of this specification, the sizes of the aforementioned conductors may be increased for specified circuits. Sizes of conductors to be drawn into conduit in all other instances, such as feeders to distribution boards, power points etc., shall be as specified elsewhere in this specification or indicated on the drawings. Sizes of conductors not specified must be determined in accordance with the "Wiring Code".

The loop-in system shall be followed throughout, and no joints of any description will be permitted.

12.5. The wiring shall be done in PVC insulated 600/1000 V grade cable to SANS 1507.

12.6. Where cable ends connect onto switches, luminaires etc., the end strands must be neatly and tightly twisted together and firmly secured. Cutting away of wire strands of any cable will not be allowed.

13. SWITCHES AND SOCKET OUTLETS

13.1. All switches and switched socket outlet combination units shall conform to the Department Quality Specifications, which form part of this specification.

13.2. All light switches shall be installed at 1,4m above finished floor level and all socket outlets as directed in the Schedule of Fittings which forms part of this specification or alternatively the height of socket outlets may be indicated on the drawings.

14. SWITCHGEAR

14.1. Switchgear, which includes circuit breakers, iron-clad switches, interlocked switch-socket outlet units, contactors, time switches, etc., is to be in accordance with the Departmental Quality Specifications which form part of this specification and shall be equal and similar in quality to such brands as may be specified.

14.2. For uniform appearance of switchboards, only one approved make of each of the different classes of switchgear mentioned in the Quality Specifications shall be used throughout the installations.

15. SWITCHBOARDS

15.1. All boards shall be in accordance with the types as specified, be constructed according to the detail or type drawings and must be approved by the project electrical engineer before installation.

15.2. In all instances where provision is to be made on boards for the supply authority's main switch and/or metering equipment the contractor must ensure that all requirements of the authorities concerned in this respect are met.

15.3. Any construction or standard type of a board that is proposed, as an alternative to that specified must have the prior approval of the project electrical engineer.

15.4. All busbars, wiring, terminals, etc., are to be adequately insulated and all wiring is to enter the switchgear from the back of the board. The switchgear shall be mounted within the boards to give a flush front panel. Cable and boxes and other ancillary equipment must be provided where required.

15.5. Clearly engraved labels are to be mounted on or below every switch. The working of the labels

in English, is to be according to the lay-out drawings or as directed by the project electrical engineer and must be confirmed on site. Flush mounted boards to be installed with the top of the board 2,0m above the finished floor level.

16. WORKMANSHIP AND STAFF

- 16.1. Except in the case of electrical installations supplied by a single-phase electricity supply at the point of supply, an accredited person shall exercise general control over all electrical installation work being carried out.
- 16.2. The workmanship shall be of the highest grade and to the satisfaction of the Employer.
- 16.3. All inferior work shall, on indication by the Employer's inspecting officers, immediately be removed and rectified by and at the expense of the Contractor.

17. VERIFICATION AND CERTIFICATION OF ELECTRICAL INSTALLATION (CERTIFICATE OF COMPLIANCE AND TEST REPORT

On completion of the service, a certificate of compliance must be issued to the Principal Agent/Electrical Engineer or Employer in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in the format as set out in SANS 10142-1 & 2.

18. EARTHING OF INSTALLATION

18.1. Main earthing

- 18.1.1. The type of main earthing must be as required by the supply authority if other than the Employer, and in any event as directed by the Principal Agent/Electrical Engineer, who may require additional earthing to meet test standards.
- 18.1.2. Where required, an earth mat shall be provided, the minimum size unless otherwise specified, being 1,0m x 1,0m and consisting of 4mm diameter hard-drawn bare copper wires at 250mm centres, brazed at all intersections.
- 18.1.3. Alternatively or additionally earth rods or trench earths may be required as specified or directed by the Electrical Engineer.
- 18.1.4. Installations shall be effectively earthed in accordance with the "Wiring Code" and to the requirements of the supply authority. All earth conductors shall be stranded copper with or without green conduit installation.
- 18.1.5. Connection from the main earth bar on the main board must be made to the cold water main, the incoming service earth conductor, if any and the earth mat or other local electrode by means of 12mm x 1,60 mm solid copper strapping or 16 mm² stranded (not solid) bare copper wire or such conductor as the Department's representative may direct. Main earth copper

strapping where installed below 3m from ground level, must be run in 20 mm diameter conduit securely fixed to the walls.

- 18.1.6. All other hot and cold water pipes shall be connected with 12mm x 0,8mm perforated for solid copper strapping (not conductors) to the nearest switchboard. The strapping shall be fixed to the pipework with brass nuts and bolts and against walls with brass screws at 150-mm centres. In all cases where metal water pipes, down pipes, flues, etc., are positioned within 1,6m of switchboards, an earth connection consisting of copper strapping shall be installed between the pipework and the board. In vertical building ducts accommodating both metal water pipes and electrical cables, all the pipes shall be earthed at each distribution board.

18.2. **Roofs, gutters and down pipes**

- 18.2.1. Where service connections consist of overhead conductors, all metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor and each switchboard.
- 18.2.2. The roof and gutters shall be connected at 15m intervals to this conductor by means of 12mm X 0,8mm copper strapping (not conductors) and galvanised bolts and nuts. Self-tapping screws are not acceptable. Where service connections consist of underground supplies, the above requirements are not applicable.

18.3. **Sub-distribution boards**

- 18.3.1. A separate earth connection shall be supplied between the earth busbar in each sub-distribution board and the earth busbar in the Main Switchboard. These connections shall consist of a bare or insulated stranded copper conductors installed along the same routes as the supply cables or in the same conduit as the supply conductors.
- 18.3.2. Alternatively armoured cables with earth continuity conductors included in the armouring may be utilised where specified or approved.

18.4. **Sub-circuits**

The earth conductors of fall sub-circuits shall be connected to the earth busbar in the supply board in accordance with SANS 10142.

18.5. **Ring Mains**

- 18.5.1. Common earth conductors may be used where various circuits are installed in the same wire way in accordance with SANS 10142. In such instances the sizes of earth conductors shall be equivalent to that of the largest current carrying conductor installed in the wire way, alternatively the size of the conductor shall be as directed by the Engineer.

18.5.2. Earth conductors for individual circuits branching from the ring main shall be connected to the common earth conductor with T-ferrules or soldered. The common earth shall not be broken.

18.6. **Non-metallic Conduit**

18.6.1. Where non-metallic conduit is specified or allowed, the installation shall comply with the Department's standard quality specification for "conduit and conduit accessories".

18.6.2. Standard copper earth conductors shall be installed in the conduits and fixed securely to all metal appliances and equipment, including metal switch boxes, socket-outlet boxes, draw-boxes, switchboards, luminaires, etc. The securing of earth conductors by means of self-threading screws will not be permitted.

18.7. **Flexible Conduit**

An earth conductor shall be installed in all non-metal flexible conduit. This earth conductor shall not be installed externally to the flexible conduit but within the conduit with the other conductors. The earth conductor shall be connected to the earth terminals at both ends of the circuit.

18.8. **Connection**

18.8.1. Under no circumstances shall any connection points, bolts, screws, etc., used for earthing be utilised for any other purpose. It will be the responsibility of the Contractor to supply and fit earth terminals or clamps on equipment and materials that must be earthed where these are not provided.

18.8.2. Unless earth conductors are connected to proper terminals, the end shall be tinned and lugged.

19. MOUNTING AND POSITIONING OF LUMINAIRES

19.1. The contractor is to note that in the case of board and acoustic tile ceilings, i.e. as opposed to concrete slabs, close co-operation with the project architect and/or building contractor is necessary to ensure that as far as possible the luminaires are symmetrically positioned with regard to the ceiling pattern.

19.2. The layout of the luminaires as indicated on the drawings must be adhered to as far as possible and must be confirmed with the Department's representative.

19.3. LED tube luminaires installed against concrete ceilings shall be screwed to the outlet boxes and in addition 2 x 6mm expansion or other approved type fixing bolts are to be provided. The bolts are to be $\frac{3}{4}$ of the length of the luminaires apart.

19.4. LED tube luminaires to be mounted on board ceilings shall be secured by means of two 40mm x No. 10 round head screws and washers. The luminaires shall also be bonded to the circuit conduit by means of locknuts and brass bushes. The fixing screws are to be placed $\frac{3}{4}$ of the

length of the fitting apart.

- 19.5. Earth conductors must be drawn in with the circuit wiring and connected to the earthing terminal of all fluorescent luminaires as well as other luminaires exposed to the weather in accordance with the "Wiring Code".

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PART 2: INSTALLATION DETAILS

1. CABLE SLEEVE PIPES

- 1.1. Where cables cross under roadways, other services and where cables enter buildings, the cables shall be installed in earthenware or high-density polyethylene pipes.
- 1.2. The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.

2. NOTICES

The Contractor shall issue all notices and make the necessary arrangements with Supply Authorities, the Postmaster-General, and S.A. Transport Services, Provincial or National Road Authorities and other authorities as may be required with respect to the installation.

3. ELECTRICAL EQUIPMENT

All equipment and fittings supplied must be in accordance with the attached quality specification (Part 3 of this document), suitable for the relevant supply voltage, and frequency and must be approved by the Employers Electrical Engineer.

4. DRAWINGS

- 4.1. The drawings generally show the scope and extent of the proposed work and shall not be held as showing every minute detail of the work to be executed.
- 4.2. The position of power points, switches and light points that may be influenced by built-in furniture must be established on site, prior to these items being built in.

5. BALANCING OF LOAD

The Contractor is required to balance the load as equally as possible over the multiphase supply.

6. SERVICE CONDITIONS

All plant shall be designed for the climatic conditions appertaining to the service.

7. SWITCHES AND SOCKET OUTLETS

The installation of switches and socket outlets must conform to clause 13 of Part 1 of this specification.

8. LIGHT FITTINGS AND LAMPS

- 8.1. The installation and mounting of luminaires must conform to clause 19 of Part 1 of this specification.
- 8.2. All fittings to be supplied by the Contractor shall have the approval of the Employer.
- 8.3. The light fittings must be of the type specified in the Schedule of Light Fittings.

9. EARTHING AND BONDING

The Contractor will be responsible for all earthing and bonding of the building and installation. The earthing and bonding is to be carried out strictly as described in clause 18 of Part 1 of this specification and to the satisfaction of the Employer's Electrical Engineer.

10. MAINTENANCE OF ELECTRICAL SUPPLY

All interruptions of the electrical supply that may be necessary for the execution of the work, will be subject to prior arrangement between the Contractor, the Client and the Employer's Electrical Engineer.

11. EXTENT OF WORK

The work covered by this contract comprises the complete electrical installation, in working order, as shown on the drawings and as per this specification, including the supply and installation of all fittings and also the installation of such equipment supplied by the Employer.

The scope of works for electrical services consist of, but not limited to the following:

- Installation of two new distribution kiosks with new circuit breakers that complies with the minimum requirements of SANS, DPWI standards and as-built drawings.
- Installation of new cables to and from these new kiosks per SANS requirements and DPWI standards,
- Installation of feeder cables to the park homes sub-DBs
- Installation of new energy efficient luminaires in each mobile unit room,
- Installation of power sockets as per room requirement,

12. SUPPLY AND CONNECTION

12.1. All equipment and fittings supplied must be in accordance with the relevant SANS specifications, suitable for the relevant supply voltage, and frequency of 400/230 Volt and 50Hz respectively.

The Contractor will be responsible for the supply and installation of the supply cable from the Main Kiosk to the new Mini Kiosk close to the accommodation structure. The size and length of the cable is listed in the Schedule of Cables and measured in the Bills of Quantities.

The Contractor will also be responsible for the supply and installation of the supply cables from the Mini Kiosk to each mobile unit structure using the welding sockets. Each welding socket to have a male connector (from mobile unit) and a female connector (at the Mini Kiosk). The size and length of the cables is listed in the Schedule of Cables and measured in the Bill of Quantities.

13. CONDUIT AND WIRING

Conduit and conduit accessories shall be black enameled/galvanized screwed conduit or black enameled/galvanized plain end conduit in accordance with SANS 61386.

- 13.1. All conduits, regardless of the system employed, shall be installed strictly as described in the applicable paragraphs of clauses 4 to 8 of Part 1 of the specification. Wiring of the installation shall be carried out as directed in clause 9 part 1 of this specification.
- 13.2. The Contractor shall ensure that the conduit is installed in a neat workmanlike manner inside the mobile units. Where conduit is exposed, lock fit type galvanized steel conduit shall be used.
- 13.3. The Contractor shall ensure that all conduit and boxes for socket outlets, light switches & telephone outlets are flush mounted and that the conduits installed in floor / ceiling slabs have a minimum of 25mm spacing.
- 13.4. The Contractor shall install unbroken runs of conductors for all outlets: joints in circuit wiring will not be accepted.

14. POWER POINTS

- 14.1. Allow for the installation of power points and equipment as listed in the schedule and described below:
- Electric Stove
 - Geyser
- 14.2. The Contractor must electrically connect the electric stove and the geyser as specified and listed in the Schedule of Power Points.

NOTE: The Geyser and Electric Stove installation must be approved by the Employers Electrical Engineer. Detail with regard to the size and type of Geyser/Electric Stove that must be provided must be obtained from the project architect.

15. CABLES

- 15.1. The Contractor shall supply and completely install all distribution cables as indicated on the drawings, and listed in the Schedule of Cables.
- 15.2. The storage, transportation, handling and laying of the cables shall be according to first class practice, and the contractor shall have adequate and suitable equipment and labour to ensure that no damage is done to cables during such operations.
- 15.3. The cable-trenches shall be excavated to a depth of 0,9m deep below ground level and shall be 450mm wide for one to three cables, and the width shall be increased where more than three cables are laid together so that the cables may be placed at least two cable diameters apart throughout the run. The bottom of the trench shall be level and clean and the bottom and sides free from rocks or stones liable to cause damage to the cable.

- 15.4. The Contractor must take all necessary precautions to prevent the trenching work being in any way a hazard to the personnel and public and to safeguard all structures, roads, sewage works or other property on the site from any risk of subsidence and damage.
- 15.5. In the trenches the cables shall be laid on a 75mm thick bed of earth and be covered with a 150-mm layer of earth before the trench is filled in.
- 15.6. All joints in underground cables and terminations shall be made either by means of compound filled boxes according to the best established practice by competent cable jointers using first class materials or by means of approved epoxy-resin pressure type jointing kits. Epoxy-resin joints must be made entirely in accordance with the manufacturer's instructions and with materials stipulated in such instructions. Low tension PVCA cables are to be made off with sealing glands and materials designed for this purpose which must be of an approved make. Where cables are cut and not immediately made off, the ends are to be sealed without delay.
- 15.7. The laying of cables shall not be commenced until the trenches have been inspected and approved. The cable shall be removed from the drum in such a way that no twisting, tension or mechanical damage is caused and must be adequately supported at intervals during the whole operation. Particular care must be exercised where it is necessary to draw cables through pipes and ducts to avoid abrasion, elongation or distortion of any kind. The ends of such pipes and ducts shall be sealed to approval after drawing in of the cables.
- 15.8. Backfilling (after bedding) of the trenches is to be carried out with a proper grading of the material to ensure settling without voids, and the material is to be tamped down after the addition of every 150mm. The surface is to be made good as required.
- 15.9. On each completed section of the laid and jointed cable, the insulation resistance shall be tested to approval with an approved "Megger" type instrument of not less than 500 V for low tension cables.
- 15.10. Earth continuity conductors are to be run with all underground cables constituting part of a low tension distribution system. Such continuity conductors are to be stranded bare copper of a cross-sectional area equal to at least half that of one live conductor of the cable, but shall not be less than 4mm² or more than 70mm². A single earth wire may be used as earth continuity conductor for two or more cables run together, branch earth wires being brazed on where required.

15.11. LAYING, JOINTING AND MAKING OFF OF ELECTRICAL CABLES

- 15.11.1. The use of the term "Inspector", includes the engineer or inspector of the Department or an empowered person of the concerned supervising consulting engineer's firm.

- 15.11.2. No cable is to be laid before the cable trench is approved and the soil qualification of the excavation is agreed upon by the Contractor and inspector.
- 15.11.3. After the cable has been laid and before the cable trench is back-filled the inspector must ensure that the cable is properly bedded and that there is no undesirable material included in the bedding layer.
- 15.11.4. All cable jointing and the making off of the cables must only be carried out by qualified experienced cable jointers. Helpers of the jointers may not saw, strip, cut, solder, etc. The cable and other work undertaken by them must be carried out under the strict and constant supervision of the jointer.
- 15.11.5. Before the Contractor allows the jointer to commence with the jointing work or making off of the cable (making off is recognized as half a joint), the contractor must take care and ensure:
- That jointer has adequate and suitable material available to complete the joint properly and efficiently. Special attention must be given to ensure the cable ferrules and cable lugs are of tinned copper and of sufficient size. The length of the jointing lugs must be at least six times the diameter of the conductor,
 - That the joint pit is dry and that all loose stones and material are removed,
 - That the walls and banks of the joint pit are reasonable firm and free from loose material which can fall into the pit,
 - That the necessary coffer-dams or retaining walls are made to stop the flow of water into the joint pit,
 - That the joint pit is provided with suitable groundsheets so that the jointing work is carried out in clean conditions,
 - That the necessary tents or sails are installed over the joint pit to effectively avert unexpected rainfall and that sufficient light or lighting is provided,
 - That the necessary means are available to efficiently seal the jointing or cable end when an unexpected storm or cloudburst occurs, regardless of how far the work has progressed,
 - That the cables and other materials are dry, undamaged and in all respects are suitable for the joint work or making off,
 - That the heating of cable oil, cable compound, plumbers metal and solder is arranged that they are at the correct temperature when required so that the cable is not unnecessarily exposed to the atmosphere and consequently the ingress of moisture (care must be taken of overheating).

- 15.11.6. Flow temperatures of cable oil and compound must be determined with suitable thermometers. Cable oil and compound must not be heated to exceed the temperatures given on the containers and precaution must be taken to ensure that the tin is not overheated in one position. The whole mass must be evenly and proportionally heated.
- 15.11.7. Temperatures of solder and plumbers metal may be tested with brown paper (testing time: 3 seconds). The paper must colour slightly - not black or burnt.
- 15.11.8. Before the paper-insulated cables are joined, they must be tested for the presence of moisture by the cable jointers test. This consists of the insertion of a piece of unhandled insulated impregnated paper tape in warm cable oil heated to a temperature of $130 \pm 5^{\circ}\text{C}$.
- 15.11.9. Froth on the surface of the oil is an indication that moisture is present in the impregnated insulation and the amount of the froth gives an indication of the moisture present.
- 15.11.10. If the cable contains moisture or is found to be otherwise unsuitable for jointing or making of the inspector is to be notified immediately and he will issue the necessary instruction to cope with the situation.
- 15.11.11. The joint or making off of paper insulated cables must not be commenced during rainy weather.
- 15.11.12. Once a joint is in progress the jointer must proceed with the joint until it is complete and before he leaves the site.
- 15.11.13. The jointer must ensure that the material and his tools are dry at all times, reasonably clean and absolutely free from soil.
- 15.11.14. Relating to the jointing of the cable the following requirements apply:
- 15.11.15. All jointing must be carried out in accordance with recognized and tried techniques and comply strictly with the instructions given by the supplier of the jointing kit.
- 15.11.16. The cables must be twisted by hand so that the cores can be joined according to the core numbers. If necessary the cable is to be exposed for a short distance to accomplish this. Under no circumstances may the cores in a joint be crossed so as to enable cores to be joined according to the core numbers. If it is not possible to twist the cables so that the preceding requirements can be met, then cores are to be joined in the normal way without any consideration of the core numbers.
- 15.11.17. Normally the cables will have profile conductors. The conductors shall be pinched with gas pliers to form a circular section, bound with binding wire so that they do not spread, and then tinned before jointing.

- 15.11.18. Jointing ferrules, the length of which are at least 6 times the diameter of the conductors, must be slid over the conductor ends to be joined and pinched tightly. Then they are soldered by means of the ladle process whilst being pinched further closed.
- 15.11.19. Use resin only as a flux. The slot opening in the ferrule must be completely filled, including all depressions.
- 15.11.20. Remove all superfluous metal with a cloth dipped in tallow. Work during the soldering process must be from top to bottom. Rub the ferrule smooth and clean with aluminum oxide tape after it has cooled down to ensure that there are not any sharp points or edges.
- NB:** The spaces between the conductor strands must be completely filled by soldering process and must be carried out quick enough to prevent the paper insulation from burning or drying out unnecessarily.
- 15.11.21. After the ferrules have been rubbed smooth and clean, they and the exposed cores must be treated with hot cable oil (110°C) to remove all dust and moisture. These parts are to be thoroughly basted with the oil.
- 15.11.22. The joiner must take care that his hands are dry and clean before the joint is insulated. Also the insulating tape which is to be used must first be immersed in warm cable oil (110°C) for a sufficient period to ensure that no moisture is present.
- 15.11.23. After the individual cores have been installed they must be well basted with hot cable oil and again after the applicable separator and/or belt insulation tape is applied before the lead joint sleeve is placed in position.
- 15.11.24. The lead joint sleeve must be thoroughly cleaned and prepared before it is placed on the cable and must be kept clean during the whole jointing process. Seal the filling apertures of the sleeve with tape until the sleeve is ready for compound filling.
- 15.11.25. The plumbing joints employed to solder the joint sleeve to the cable sheath, must be cooled off with tallow and the joint sleeve is to be filled with compound while it is still warm. Top up continuously until the joint is completely filled to compensate for the compound shrinkage.
- 15.11.26. The outer joint box must be clean and free from corrosion. After it has been placed in position it must be slightly heated before being filled with compound. Top up until completely full.
- 15.11.27. As far as cable end boxes are concerned the requirements as set out above are valid where applicable.

16. DISTRIBUTION BOARDS

16.1. In addition to clause 14 and clause 15 of Part 1 of this specification the following shall also be applicable to switchboards required for this service.

16.2. The Contractor shall supply and install the distribution boards in all the mobile units. All distribution boards shall comply with the SANS and DPWI standards, and be approved by the Employer's Electrical Engineer.

16.3. The Contractor shall ensure that all designation, information and warning labels are included and are compliant to DPWI standards.

17. DISTRIBUTION KIOSKS

In addition to clause 14 and clause 15 of Part 1 of this specification, the following shall also be applicable to switchboards required for this service.

- The Contractor shall supply and install the Distribution Kiosks as indicated in the single line drawing.
- The Distribution Kiosk shall comply with the SANS and DPWI standards, and be approved by the Employer's Electrical Engineer.
- The Contractor shall ensure that all designation, information and warning labels are included and are compliant to DPWI standards.

18. CERTIFICATE OF COMPLIANCE BY AN ACCREDITED PERSON

A Certificate of Compliance by an Accredited Person as promulgated in Occupational Health and Safety Act of 1993, Electrical Installation Regulation. The Contractor must complete the Accredited Person Schedule included in the Information Schedules.

19. VERIFICATION OF POSITIONS

The Contractor shall ensure that the positions of all electrical equipment and accessories as indicated on the drawings do not conflict with other equipment and or fixtures and if there are discrepancies, shall confirm the exact positions on site with the Client's Representative.

20. METERING

20.1. All meter installations shall comply with the requirements of NRS 057, NRS 049 and relevant municipal electricity bylaws.

20.2. All meter boards shall be positioned so as to provide unrestricted access for the reading and maintenance of the meters and installation. Where possible, the location of the meter board

should be selected taking into account the owners future plans for the development of the property.

20.3. All meter wiring shall be minimum 2.5 mm² stranded copper, including neutrals. For three phase meter installations, wiring may be color coded as follows:

- Red – Red phase
- White/Yellow – White phase
- Blue – Blue phase
- Neutral – Black

21. PHOTO-ELECTRIC CELL

The Contractor shall allow for the supply and installation of a photo-electric cell with a 10A contact. The photocell shall operate a 15A AC3 Duty triple pole contactor with a by-pass switch.

22. SCHEDULE OF LIGHT FITTINGS

The Departmental Quality Specification for the relevant luminaires must be included in Part 3 of the specification.

22.1. The Contractor shall take delivery, safe storage and install all luminaires as indicated on the layout drawings. The Contractor must supply the luminaires or similar as shown in Table 1. The Contractor might be asked to give samples for each luminaire before installation for approval.

22.2. The light fittings and accessories are to be according to the quality specifications in Part 3 and shall be approved by the Employer.

Table 1: Luminaires for use in the building

Item	Description	Application	Type	Image
1.	Ingress protection – IP65 17 W LED bulk head High pressure die-cast marine grade aluminium housing Colour Temperature: 4000K Output Luminous Flux: 2174 lm	Outdoors and walkways	A	

2.	<p>Ingress protection – IP65</p> <p>26 W LED vapour proof luminaire</p> <p>High-impact polycarbonate housing</p> <p>Colour Temperature: 4000K</p> <p>Output Luminous Flux: 5000 lm</p>	<p>Ablution facilities</p> <p>Laundry</p> <p>Kitchen & Dining areas</p>	B	
3	<p>Ingress protection – IP54</p> <p>21 W Decorative LED bulkhead luminaire</p> <p>High-pressure die-cast aluminium housing</p> <p>Colour Temperature: 4000K</p> <p>Output Luminous Flux: 1792 lm</p>	Bedrooms	C	
4	Day/Night Control Switch – IP44	Outdoors	D	
5	<p>Surface Mounted Occupancy sensor switch – IP20</p> <p>5.8 GHz High Frequency Microwave 1200W</p> <p>Upto 10m coverage radius</p>	Indoors	E	

23. SCHEDULE OF POWER POINTS

BOARD	POWER POINT	TYPE	SIZE OF CABLES, CONDUIT AND WIRING	LOAD WATTS
DB-Ablution		250 liter	20mm dia. conduit with 2 x 4mm ² conductors and 2,5mm ² earth wire	3000
DB-Kitchen		4 plate electric stove	25 mm dia. conduit with 2 x 10mm ² conductors and 6mm ² earth wire	9000
DB-pump house		Booster pumps	2.5mm ² 2-core PVCA cable with 1.5mm ² earth wire	2x1000

24. SCHEDULE OF CABLES, CONDUIT AND WIRING

Supply, install and connect the following cable, conduit and wiring:

From	To	Description	Cable Thermal Rating (A)	Cable Impedance (ohm)	Cable Volt Drop (%)
Eskom Kiosk	Kiosk 1	New 50 mm ² Cu PVC 4 core cable	169	0.4718	1.88
Kiosk 1	Kiosk 2	New 25 mm ² Cu PVC 4 core cable	119	0.1	4.27
Kiosk 1	Police Station Main DB	Existing 16 mm ² Cu PVC 4 core cable	91	0.069	3.21
Kiosk 2	Block 1	New 2,5 mm ² Cu PVC 4 core cable	32	0.09	0.25
Kiosk 2	Block 2	New 2,5 mm ² Cu PVC 4 core cable	32	0.15	0.41
Kiosk 2	Block 3	New 2,5 mm ² Cu PVC 4 core cable	32	0.16	0.46
Kiosk 2	Block 4	New 2,5 mm ² Cu PVC 4 core cable	32	0.06	0.18
Kiosk 2	Block 5	New 2,5 mm ² Cu PVC 4 core cable	32	0.21	0.58
Kiosk 2	Block 6	New 2,5 mm ² Cu PVC 4 core cable	32	0.34	0.96
Kiosk 2	Kitchen	New 2,5 mm ² Cu PVC 4 core cable	32	0.04	1.14
Kiosk 2	Pump House	New 2,5 mm ² Cu PVC 4 core cable	32	0.89	0.49

25. SUMMARY OF SWITCHGEAR AND CIRCUITS

The indicated fault current rating (kA) is the minimum value that the switchgear must comply with for connecting to the busbars of the respective panels-distribution boards.

KIOSK 1:

PANEL - 1 : NORMAL POWER

Main switch	:	175A three pole 10kA circuit breaker.
Distribution board – Married Quarters	:	40A three pole 10kA circuit breaker.
Distribution board – Police Station	:	40A three pole 10kA circuit breaker.
Kiosk 2	:	100A three pole 10kA circuit breaker.

KIOSK 2:

PANEL - 1 : NORMAL POWER

Main switch	:	100A three pole 10kA circuit breaker.
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Distribution board – Block 1	:	20A single pole 10kA circuit breaker.
Distribution board – Block 2	:	20A single pole 10kA circuit breaker.
Distribution board – Block 3	:	20A single pole 10kA circuit breaker.
Distribution board – Block 4	:	20A single pole 10kA circuit breaker.
Distribution board – Block 5	:	20A single pole 10kA circuit breaker.
Distribution board – Block 6	:	20A single pole 10kA circuit breaker.
Distribution board – Kitchen	:	40A single pole 10kA circuit breaker.
Distribution board - Male Ablution	:	30A single pole 10kA circuit breaker.
Distribution board - Female Ablution	:	30A single pole 10kA circuit breaker.
Distribution board – Pump House	:	10A single pole 10kA circuit breaker.

PART 3: QUALITY SPECIFICATION FOR MATERIALS AND EQUIPMENT OF ELECTRICAL INSTALLATIONS

3.1. LED LIGHTS

All Light fittings installed for this project are to be of the LED type, unless otherwise stated.

The following international standard specifications and South-African Bureau of Standards shall apply to the LED luminaire specification:

SANS 475	Luminaires for interior lighting, street lighting and floodlighting – Performance and requirements
SANS 10114-1	Interior lighting part 1: Artificial lighting of interiors
SANS 10114-2	Interior lighting part 2: Emergency lighting
SANS 60598-1	Luminaires part 1: General requirements and tests
SANS 60598-2.1	Luminaires part 2: Particular requirements section 1 – Fixed general purpose luminaires.
SANS 60598-2.2	Luminaires part 2: Particular requirements section 2 – Recessed luminaires.
SANS 60598-2.3	Luminaires part 2: Particular requirements section 3 – Luminaires for road and street lighting.
SANS 60598-2.5	Luminaires part 2: Particular requirements section 5 – Flood lighting.
SANS 61347-1 to 13	Lamp control gear
SANS 62031	LED modules for general lighting – Safety specifications
SANS 62384	DC or AC supplied electronic control gear for LED modules – Performance requirements.
SANS 62560	Self-ballasted LED lamps for general lighting services with supply voltages > 50V – Safety specification.
SANS 62612	Self-ballasted LED lamps for general lighting services with supply voltages > 50V – Performance requirements
EN 55015	Limits and methods of measurement of radio disturbance of electrical lighting or equipment.
EN 61000-3.2	Electromagnetic compatibility (EMC) limits for harmonic current emissions.
EN 61000-3.3	Electromagnetic compatibility (EMC) limits – Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems.
EN 61547	Equipment for general lighting purposes: EMC immunity requirements.
IEC-EN 62471	Photo biological safety of lamps and lamp systems for LEDs
IES LM-79-08	Approved method: Electrical and photometric measurement of solid-state lighting products.
IES LM-80	Approved method: Measuring lumen maintenance of LED light sources.

3.2. GENERAL REQUIREMENTS:

3.2.1. The luminaire shall be suitable for operation with mid-power LEDs.

3.2.2. The luminaire shall be suitable for operation on a 230V single phase 50Hz mains supply.

3.2.3. Power factor capacitors shall be supplied to correct the power factor to at least 0.95 or higher.

- 3.2.4. The luminaire shall be marked with identification labels stating the brand name and model and shall bear the SANS approval mark.
- 3.2.5. The driver shall comply with IEC 61347-1 and IEC 61347-2B as applicable and shall be suitable for operation on 230V +/-10%, 50Hz single phase system and it must be ensured that the harmonics filter is provided as per SANS 61000-3-2.
- 3.2.6. The drivers and LED circuitry shall be protected against lightning and power surges. Suitable surge arrestors with a 10kA rating shall be provided for indoor installations and 20kA for outdoor installations.
- 3.2.7. Colour rendering (Ra) shall be not less than 80 and lumen depreciation of not more than 30% L70 at 50 000 hours @ Tq 25°C. Colour temperature of the LED lamp shall be 4000K, unless otherwise stated.

3.3. THERMAL REQUIREMENTS:

- 3.3.1. The luminaire must be able to withstand an ambient temperature of 35°C. Storage temperature of this luminaire should be able to handle $-40^{\circ}\text{C} < T < 60^{\circ}\text{C}$.
- 3.3.2. To this end internal electrical and mechanical components shall not be allowed to exceed their maximum temperature ratings of 75°C. Test reports from an independent authorised testing facility proving this requirement shall be made available on request.

3.4. NOISE REQUIREMENTS:

The noise level emitted from the luminaire shall be kept as low as possible. Drivers/electronic components shall therefore fully comply with the latest edition of SANS 55015.

PART 4: BILLS OF QUANTITIES

PREAMBLE

TYPICAL ITEMS/PREAMBLES TO BE INSERTED IN THE BILLS OF QUANTITIES

- The descriptions in these bills of quantities shall be read in conjunction with the specification, detailed design report and drawings.
- The unit rate for each item in the Bills of Quantities shall include for all materials, labour, profit, transport, etc., everything necessary for the execution and complete installation of the work in accordance with the description.
- The Bills of Quantities shall not be used for ordering purposes. The Contractor shall check the lengths of cables and conductors on site before ordering any of the cables. Any allowance for off-cuts shall be made in the unit rates.
- The rates shall **exclude** Value-Added Tax and the total carried over to the final summary in "Summary of Bill of Quantities".
- All material covered by this specification shall, wherever possible, be of South African manufacture.
- In case an electronic copy of the BOQ is issued with the tender, alterations to the BOQ items is prohibited and may lead to disqualification.

{NB: The supply and installation of material and equipment must be measured separately}.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Hlababomvu Police Station : Placement of Temporary Prefabricated Structures (Park Homes) and Installation of Water Tanks

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Bulk Power Supply				
1.1	Supply and Install new distribution kiosks consisting of all necessary accessories	Each	2		R -
1.2	Supply a new 175 A Multi-Cladded Circuit Breaker	Each	1		R -
1.3	Supply a new 100 A Multi-Cladded Circuit Breaker	Each	2		R -
1.4	Supply a new 40 A Multi-Cladded Circuit Breaker	Each	1		R -
1.5	Supply a new 50 mm² Cu PVC 4 Core Cable including terminations and other required accessories				
	Cable	Metre	65		R -
	Terminations	Each	2		R -
1.6	Supply a new 25 mm² Cu PVC 4 Core Cable including terminations and other required accessories				
	Cable	Metre	120		R -
	Terminations	Each	2		R -
1.7	Supply a new 10 mm² Cu PVC 4 Core Cable including terminations and other required accessories				
	Cable	Metre	25		R -
	Terminations	Each	2		R -
1.8	Supply a new 2,5 mm² Cu PVC 4 Core Cable including terminations and other required accessories				
	Cable	Metre	400		R -
	Bare Copper Earth Wire	Metre	400		R -
	Wireways - steel conduits	Metre	100		R -
CARRIED FORWARD TO SUMMARY			R		-
2	Small Power				
2.1	Install new outdoor sub distribution board including all required switchgear and accessories	Each	10		R -
2.2	Supply new stainless steel Switched Socket Outlets complying with SANS 10142 -1 and SANS 164	Each	30		R -
2.3	Supply new Outdoor Isolators for geysers and pump supplies	Each	7		R -
2.4	Supply new switches	Each	25		R -
2.5	Supply new 25 X 16 mm galvanised steel trunking	Metre	0		R -
2.6	4 mm ² general purpose house wire	Metre	400		R -
2.7	2.5 mm ² general purpose house wire	Metre	400		R -
2.13	CARRIED FORWARD TO SUMMARY		R		-
3	Lighting (Interior and Exterior)				
3.1	Supply LED 17W bulheads (Exterior - Wall Mounted)	Each	20		R -
3.3	Supply 26W vapour proof LED tubes (Interior - Ceiling Mounted)	Each	10		R -
3.4	Supply 21W decorative LED bulkheads (Interior - Ceiling Mounted)	Each	20		R -
3.5	Supply new occupancy sensors for lighting	Each	25		R -
3.6	Supply new day/night control switches for lighting	Each	10		R -
3.7	CARRIED FORWARD TO SUMMARY		R		-
4	Testing & Issuing of Certificates of Compliance	Each Building	9		R -
6	Lightning Protection System				
6.1	Supply and installation of a lightning protection system	sum	0		R -
6.2	CARRIED FORWARD TO SUMMARY		R		-

PART 6: DRAWINGS

- 6.1. The drawings are schematic and do not show the exact dimensions or positions of equipment. Tenderers must satisfy themselves that the equipment offered by them will fit in the available space and can be positioned so that access for maintenance, repair or removal is not encumbered.
- 6.2. The successful tenderer shall submit, via the Principal Contractor to the Client/Engineer two copies of the detailed working drawings showing the required conduits, conduit boxes, position of equipment, cable trays, ducts, etc. These drawing shall only be created after a thorough site inspection and discussions with the electrical sub-contractor to ensure that the conduits indicated on the drawings will be feasible to install. It must also be ensured that the complete installation is according to the specifications and standards.
- 6.3. Approval by the Client/Engineer of these drawings submitted by the Sub-contractor via the Principal Contractor shall not relieve them of their liability to carry out the work in accordance with the requirements of the contract documents.

NOTE: Final dimensions must be taken on site before any equipment or material is either purchased or manufactured.

- 6.4. The tender drawings must be returned with the tender. Any proposed alterations to the architectural layout shall be indicated on these drawings in red ink and may only be submitted as an alternative offer.
- 6.5. Where air-conditioning ducts, lights, etc. are being installed in the space to be protected, the successful tenderer shall consult the Client / Engineer via the Principal Contractor for any information in this regard before completing his detailed working drawings.

Drawing schedule and numbers shall be as follows:

DRAWING NAME	DRAWING NUMBER
Kiosk 1 & 2 Single Line Diagram	055929-EE-BPS

**WCS 05529: EASTERN CAPE: MTHATHA: HLABABOMVU POLICE STATION:
CONSTRUCTION OF TEMPORAL ACCOMMODATION FOR BURNT SINGLE
QUARTERS.**

STRUCTURAL ENGINEERING PROJECT SPECIFICATION

1. STANDARD SPECIFICATION

The latest SANS 1200 Standard Specifications for Civil Engineering Construction and SANS 5859 – Pesticides : Biological efficacy of soil pesticides (Soil Poisoning) shall be applicable to this project.

For the purpose of this Contract the following standardised specification sections of the SANS 1200 series and SANS 5859 shall form part of the Contract Document (although not issued or bound in with the Tender Document).	Title
SANS 1200 -C	Site Clearance
SANS 1200 -D	Earthworks
SANS 1200-GA	Concrete (Small Works)
SANS 5859	Pesticides: Biological Efficacy of Soil Pesticides.

2. ADDITIONS AND VARIATIONS TO STANDARD SPECIFICATIONS

PA – SPECIALIST INVESTIGATIONS

PA 01 - GEOTECHNICAL INVESTIGATION

The Contractor shall engage services of a Competent Person with:

- i) Qualifications in Civil Engineering or Geology;

- ii) and Registered in terms of Engineering Profession Act 46 of 2000 as a Professional Engineer or is registered as a Professional Natural Scientist in terms of the Natural Scientific Professions Act, 2003 for the Geotechnical Investigation Work;
- iii) The person must possess relevant minimum of 3 years experience in geotechnical site investigations or foundation designs (or both).

The investigation shall include:

- i) Soil profiling to be undertaken in accordance to SAICE; Guideline for Soil and Rock Logging in South Africa, 2002 to maximum depth of 2m or refusal.
- ii) Soil profiling and percussion chip logging on dolomite land (where applicable) to be undertaken in accordance with the requirements of SANS 633 to maximum depth of 2m or refusal;
- iii) Minimum 3 standard penetration tests;
- iv) Particle size distribution and grading analysis;
- v) Foundation Indicator Tests;
- vi) Compaction Tests and California Bearing Ratio;
- vii) The Competent Person shall produce report with the test results and an opinion on the suitability of the geological conditions to the proposed construction.

PA 1.1 MEASUREMENT AND PAYMENT

PA 1.1.1 Geotechnical investigation.....P. Sum Rate to include all the work items outlined in PA 01, excavation of trial pits, sampling, testing though SANAS accredited laboratory, electronic copy of the Geotechnical Investigation Report and three bound copies, labour, subsistence, travelling, collation of data, arranging access to site and establishment costs.

PA 1.1.2 Attendance and profit for item PA 1.1.1.....%

PA 02 - LAND SURVEY

The Contractor shall engage services of a Competent Person Registered in terms of Geomatics Profession Act 19 of 2013 as a Geomatics Professional for the land survey work to include cadastral work, basic survey, ground control and drafting of contour plans, and for the preparation of a digital terrain model in ASCII format. The Land Survey work shall be in line with Land Survey Act 8 of 1997.

Generally the scope of the Land Survey Works is as follows.

- a) The obtaining of all relevant cadastral information for the site, the drafting of the cadastral information on the survey key plan and any survey that may be required in this regard.
- b) The drafting of topographical information and other detail covering the site as specified hereinafter and of contours and the storage thereof in drawing files at the mapping scale and with the contour interval specified.
- c) The preparation of a digital terrain model for the site, or for portions thereof, at the point spacing and to the accuracy specified hereinafter.

PA 2.1 Collation of cadastral data

- a) The Surveyor is required to collect all data describing the cadastral boundaries and servitudes registered over all properties covering the site and in respect of which deeds of tenure have been registered in the Deeds Registry for the Province/Region in question.
- b) The cadastral information supplied by the GIS department of local authority shall be taken as a guide, but the primary source of cadastral information shall be the offices of the Surveyor-General for the Region/Province in question. The Surveyor shall obtain photostatic or similar copies of these diagrams, as well as copies of all existing cadastral compilation sheets.
- c) Cadastral boundaries shall be plotted by means of co-ordinates and not by means of angles and distances.

PA 2.2 Field work

- a) All points shall be located in the X, Y and Z directions according to land-survey methods generally accepted in the Republic of South Africa so as to ensure that the required degree of accuracy is achieved. All points that are fixed shall be checked and confirmed in the field.
- b) The elevations of the permanent survey stations shall be determined by a total station (or any other approved survey equipment) from the appropriate national geodetic benchmark.
- c) The Surveyor shall identify and list the trig beacons that he used as traverse terminals, or for the fixing of survey stations by trigonometrical survey methods.

PA 2.3 Survey Beacons

- a) The Surveyor shall note that the value of the basic survey depends largely on the permanence of its reference points.
- b) At least 3 permanent survey beacons shall be set in concrete and clearly marked. Alternatively, existing permanent structures can be used as permanent survey beacons.
- c) The survey beacons shall be numbered sequentially starting at BM01, and continuing BM02, BM03 etc. by means of a punched strip of aluminium at least 1,3mm thick firmly set into the concrete.
- d) The Survey stations shall be established on the site at a spacing not exceeding 300m (horizontal).
- e) Permanent survey station beacons must be placed such that potential influence from unstable surrounding material is avoided.

PA 2.4 Digital Terrain Model

- a) The digital terrain model shall consist of ASCII files stored on disc and supplied to the Engineer.
- b) The design files of the package used when the DTM was generated shall also be provided. (E.g. Model Maker .tot files, Civil Designer .blk files etc).

c) Separate files shall be provided for spot heights and for detail points or it must be clearly separated when contained in one file.

d) Each point shall be recorded on disc in the following order:

- i) Point description (code or short name)
- ii) Y co-ordinate
- iii) X co-ordinate
- iv) Z co-ordinate

Connecting line reference (where applicable)

e) The Surveyor shall supply a list explaining the point description codes to the Engineer together with the DTM.

f) The general point spacing shall be 5m. This average grid shall be supplemented in areas of sharply varying topography with detail terrain points (that is along break lines).

PA 2.5 Mapping

a) One master drawing (incorporating all survey layout plans) shall be supplied to the Engineer on disc in DWG and DXF formats.

b) The contour interval shall be:

- i) 0,5m for ground slopes less than 10 percent; and
- ii) 1,0m for ground slopes in excess of 10 per cent.

PA 2.6 Details on drawings

This (drawing) plan shall show the following detail:

- a) All farm, district, and regional boundaries and all portions and subdivisions thereof.
- b) All original farm names and farm portions/subdivision numbers, including the full description of each portion of subdivision.
- c) All property owners including their registered addresses and contact numbers.
- d) The centreline of any major roads, railway lines or other prominent features.

- e) Contours at the interval and to the accuracy specified.
- f) Contour values at frequent intervals.
- g) All permanent survey stations at the spacing specified, including a co-ordinate list for all such survey stations. The co-ordinate list shall indicate the Lo-system and survey datum used.
- h) All natural topographical features, such as rivers, streams, eroded areas, gullies, etc. The names (if any) of such features and the directions of flow where applicable, should be indicated on the layout plans.
- i) All man-made topographical features, such as excavations, quarries, cuts, embankments and fills, including all break point, toe- and pick-point lines.
- j) Bush, scrub and plantations, cultivated and wooded lands, rock outcrops, individual trees which are landmarks and so forth; the outline of such areas should be properly shown wherever it is clear cut.
- k) Power and telephone lines (showing individual poles/pylons of power lines and telephone carrier routes).
- l) All underground pipelines, or cables and associated structures (manholes, valve chambers, reservoirs etc), the position of which can be ascertained from surface indications. Detail regarding the diameter and purpose of such pipelines should be added where such detail is readily available.
- m) Gates and fences (differentiating between ordinary, stock-proof, jackal-proof and security fences) etc. All access points to main roads should also be indicated.
- n) Wells, boreholes and windmills.
- o) All existing buildings, ruins, existing servitude and such like.
- p) Existing survey and trig beacons that can be identified with the mapping area (for example those alongside provincial and/or national roads), with directions to all adjoining beacons, the stations number and the reduced level. In addition a co-ordinate list indicating the Lo-system, the co-ordinates of the individual points and/or beacons the survey date should be included.
- q) Topographic maps showing the trig beacons used must be supplied as well.

PA 2.1 MEASUREMENT AND PAYMENT

PA 2.1.1 Land Survey.....P. Sum
Rate to include all the work items outlined in PA 02, equipment, labour, subsistence,
travelling, collation of data, arranging access to site and establishment costs.

PA 2.1.2 Attendance and profit for item PA 2.1.1.....%

3. SUPPLEMENTARY SPECIFICATIONS

Additions to SANS 1200 D –Earthworks

PSD Earthworks

Add the following to SANS 1200 D:

5.1.2 Existing Services

5.1.2.2 Detection, location and enclosure. (The drawings show the position of existing services based on the best information available). The Contractor shall verify the position of all services and all other obstacles and existing works on the Site. Manholes, valve boxes and the like will be regarded as known services. Before commencing construction in any particular area. The Contractor shall verify the positions of services and report to the Engineer any that are missing. Where any underground services are shown on the drawings, the Contractor shall have the equipment referred to in 4.4 available on the Site for as long as is necessary to detect and locate such services and, if so ordered. He shall excavate by hand to expose such services in areas and in manner and at time agreed upon with the Engineer.

Add the following to subclause 5.1.2.2:

PSD 5.1.2.2 The Contractor should note that there is no available information regarding drawings for existing services and thus there are no drawings that show underground services and structures.

The Contractor shall be responsible to locate, safeguard, relocate or remove any existing underground service or structure he may encounter during construction in line with Engineer's instructions including those that are not shown in any of the drawings.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required following damages due to the Contractor's negligence. The Contractor must exercise due caution when working in areas where existing services can reasonably be expected. It is Contractor's obligation to liaise with the authorities or the client in this regard and the obtaining of the necessary work permits and way leaves. The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

5.2.2.3 Disposal, The Contractor shall not spoil, stockpile or waste any material without approval. He shall dispose of surplus and unsuitable material in areas designated on drawings or in project specification. Spoil heaps shall be flattened to present a neat level or graded surface.

Add the following to clause 5.2.2.3:

PSD 5.2.2.3 All unsuitable materials including roots, concrete pipes, old foundations, building rubble etc. shall be disposed off to a suitable dumping site provided by the Contractor and approved by the Local Authority and the rate must include all dumping charges if applicable. Top soil only to be stockpiled on instruction by the engineer. The approved site shall be of the contractors choice. The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the Contract. Roads used for transporting material shall be kept clean and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Stacking of cut-down trees and vegetation on-site is not allowed as this is a possible fire-hazard. Under no circumstances will the burning of rubble, trees or bush be allowed on site.

Add the following to 5.2.2:

PSD 5.2.2.4 Underground fuel tanks. The Contractor shall make available the equipment for the detection and location of old fuel underground tanks (GPR or similar approved). The removal of old underground tanks will only be allowable for structures with volume equal to or less than 80m³. Detection of any structures larger than 80m³ should be brought to the attention of the Project Manager. The rate provided shall include all the required excavation, dismantling, carting away, disposal and compliance to any environmental, health and safety requirements during the operations. All waste associated with this operation shall be disposed off to a suitable dumping site provided by the contractor and approved by the Local Authority. No stockpiling of waste material from underground tanks shall be allowed. The rate provided shall include all the dumping charges where applicable.

MEASUREMENT AND PAYMENT

PSD 8.3.14 The demolition, breaking up and removal, carting away and disposal of underground structures such as existing underground tanks.....P.Sum

PSD 8.3.15 Attendance and profit for item PA 8.3.14.....%

7.2 Taking and testing of samples

The Contractor shall carry out sufficient tests to satisfy himself about the consistency of materials placed in embankments, around and over pipes, and as backfill to structures. Check tests will be carried out by the Engineer and the results made available to the Contractor.

Replace clause 7.2 with the following:

PSD 7.2 The Contractor shall engage the services of an SANAS accredited and independent testing laboratory for the testing of materials and the quality testing of layer works to ensure that his work conforms to the specifications.

The results of all tests performed during the Contract will be made available to the Engineer as soon as these become available.

MEASUREMENT AND PAYMENT

PSD 8.3.16 Quality testing of layer works

a) Modified AASHTO density tests.....No
Rate to include all work items related to item 7.2 in line with TMH1 , labour, subsistence, travelling, arranging access to site, establishment costs, profits and any other overhead charges.

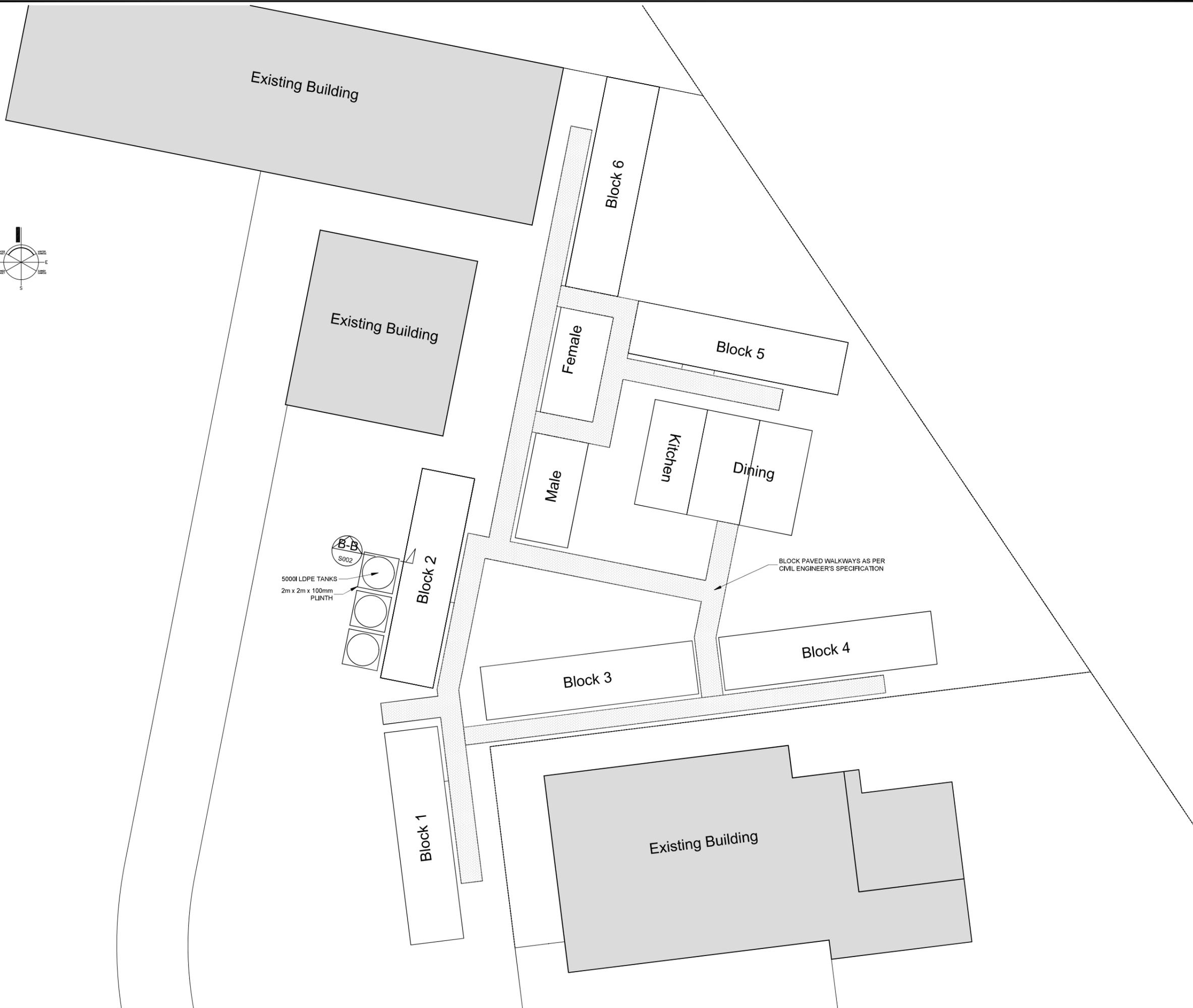
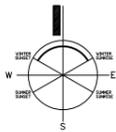
PSD 7.4 Soil Poisoning

Soil poisoning in line with SANS 5859.

MEASUREMENT AND PAYMENT

PSD 8.3.17 Soil poisoning

a) To sides of holes, excavations, etc.....m²
Rate to include all work items outlined in SANS 5859, labour, subsistence, travelling, arranging access to site, establishment costs, profits and any other overhead charges.



All dimensions must be verified on site before the works commence. Refer any discrepancies to the Engineer.
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NOTES

ALL DIMENSIONS TO BE CONFIRMED ONSITE.
SETTING OUT CO-ORDINATES TO BE CONFIRMED ONSITE.
ALL CONSTRUCTION WORK SHALL COMPLY TO THE APPLICABLE PART OF SANS 1200 AS SHOWN ON THE PROJECT SPECIFICATION.
THE CONTRACTOR SHALL PROTECT EXISTING FACILITIES, STRUCTURES AND SERVICES FROM ALL DAMAGE.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UNDERGROUND SERVICES.
WALKWAY SLABS TO BE CAST IN PANELS WITH WIDTH OF 1.2m AND MAXIMUM LENGTH OF 2.5m.
CONCRETE : 20MPa/19mm

No	DATE	DESCRIPTION	DRW	CHK
03	25/03/22	THIRD REVIEW	PC	MZ
02	11/03/22	SECOND REVIEW	PC	TM
01	21/02/22	FIRST REVIEW	PC	TM
00	12/02/22	FIRST DRAFT	PC	TM

REVISION SCHEDULE

ENGINEER		
SIGNATURE	PR No	DATE
CLIENT		
SIGNATURE	PR No	DATE
DESIGNED	DRAWN	CHECKED
PC	PC	MZ

FOR TENDER

DESIGNED BY



DIRECTORATE ENGINEERING SERVICES | JOGO BUILDING | 256 MADIBA STREET | CNR BOSMAN STREET | PRETORIA | 0001 | Tel: +27 (0) 12 406 1000 | www.publiwork.gov.za

DESIGNED FOR

UMTHATHA REGIONAL OFFICE | PRO2 BUILDING | 29 SUTHERLAND STREET | UMTHATHA | 5099 | Tel: +27 (0) 47 502 5900 | www.publiwork.gov.za

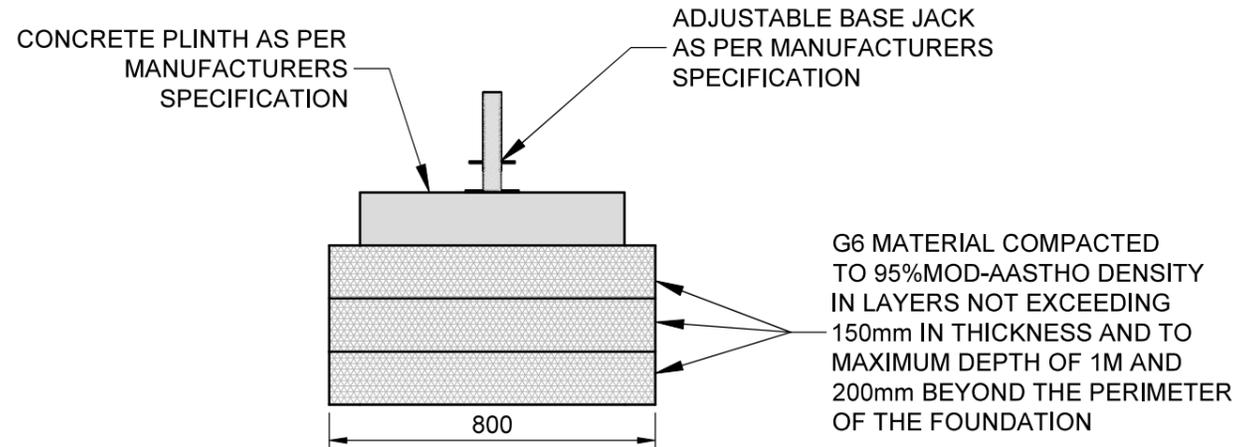
PROJECT

EASTERN CAPE: MTHATHA: HLABABOMVU POLICE STATION: CONSTRUCTION OF TEMPORAL ACCOMMODATION FOR BURNT SINGLE QUARTERS

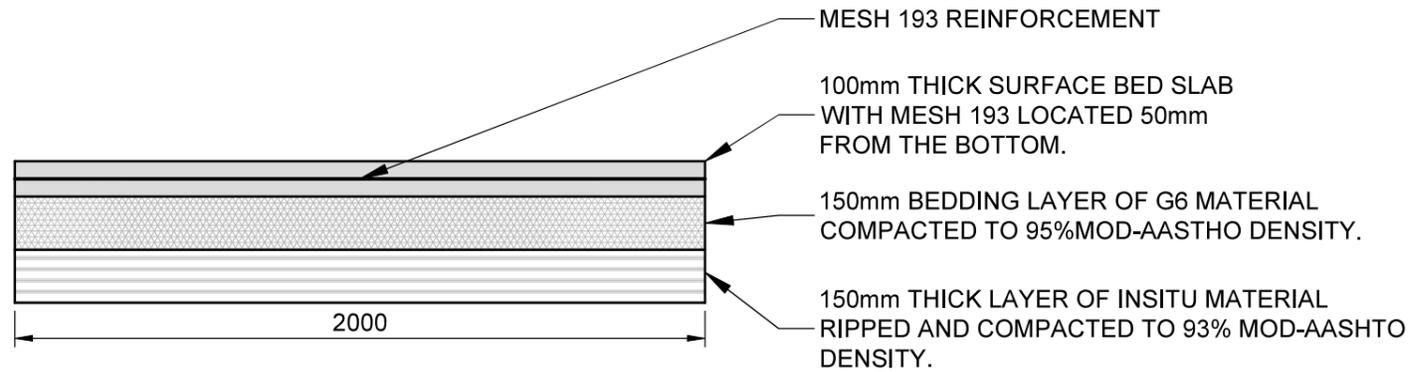
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STRUCTURAL LAYOUT DRAWINGS

DATE	SCALE	ORIGINAL SIZE
2022/02/12	1:100	A1
DRAWING NUMBER		REV
WCS05592b-S-001		02



TYPICAL FOUNDATION SECTIONAL DETAILS
1:20



TYPICAL LDPE TANK CONCRETE PLINTH DETAILS (SECTION B-B)
1:20

All dimensions must be verified on site before the works commence. Refer any discrepancies to the Engineer. Copyright reserved

NOTES

ALL DIMENSIONS TO BE CONFIRMED ONSITE
 ALL CONSTRUCTION WORK TO COMPLY WITH OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993
 ALL STRUCTURES ARE TO BE SUPPLIED COMPLETE WITH ADJUSTABLE BASE JACK AND CONCRETE PLINTHS ACCORDING TO MANUFACTURE'S SPECIFICATION.
 CONCRETE : 20MPa/19mm

No	DATE	DESCRIPTION
03	24/03/22	THIRD REVIEW
02	11/03/22	SECOND REVIEW
01	21/02/22	FIRST REVIEW
00	12/02/22	FIRST DRAFT

REVISION SCHEDULE

ENGINEER		
----- SIGNATURE	----- PR No	----- DATE
CLIENT		
----- SIGNATURE	----- DATE	

FOR TENDER

DESIGNED BY



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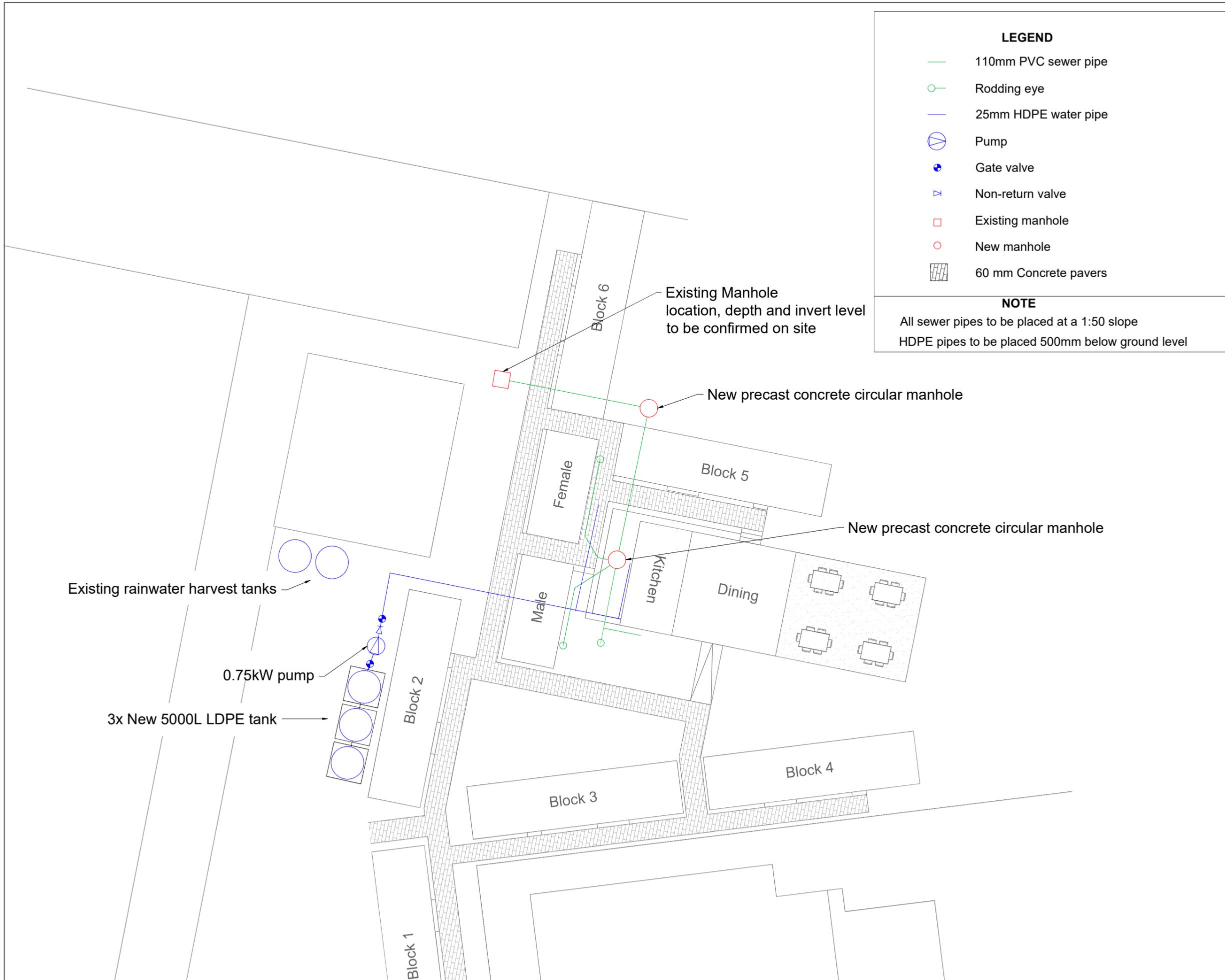
PROJECT

EASTERN CAPE: MTHATHA: HLABABOMVU
 POLICE STATION: CONSTRUCTION OF
 TEMPORAL ACCOMMODATION FOR BURNT
 SINGLE QUARTERS

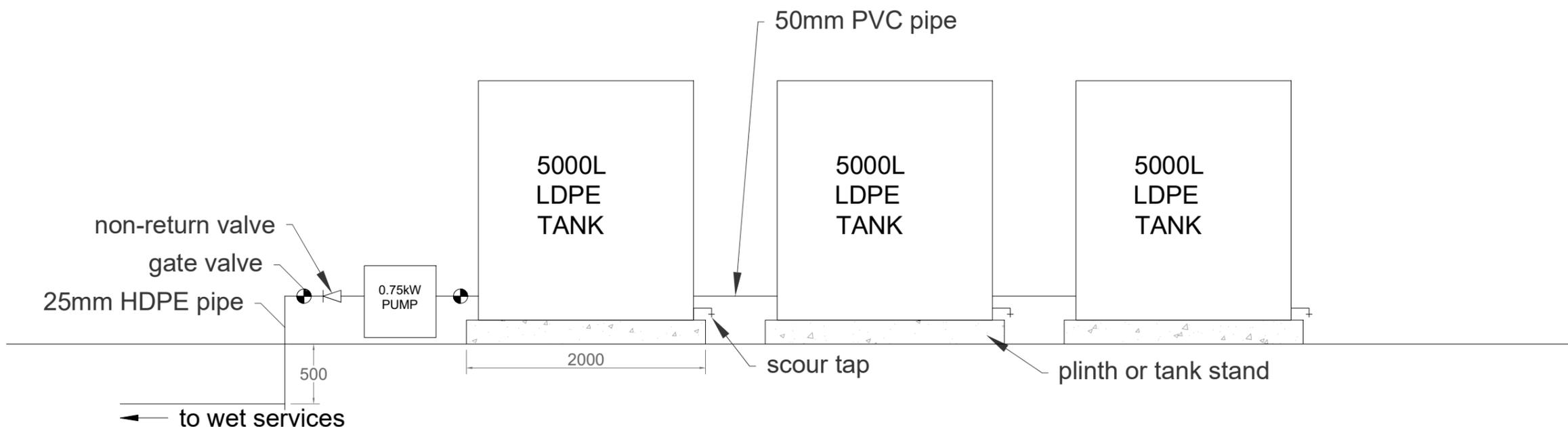
DRAWING DESCRIPTION

TYPICAL FOUNDATION / TANK PLINTH
 SECTIONAL DETAIL

DESIGNED P. CHONCO	DRAWN P. CHONCO	CHECKED M. ZUBANE
DATE 2022/03/24	SCALE AS SHOWN	
DRAWING NUMBER WCS055929-S-001		REV 02



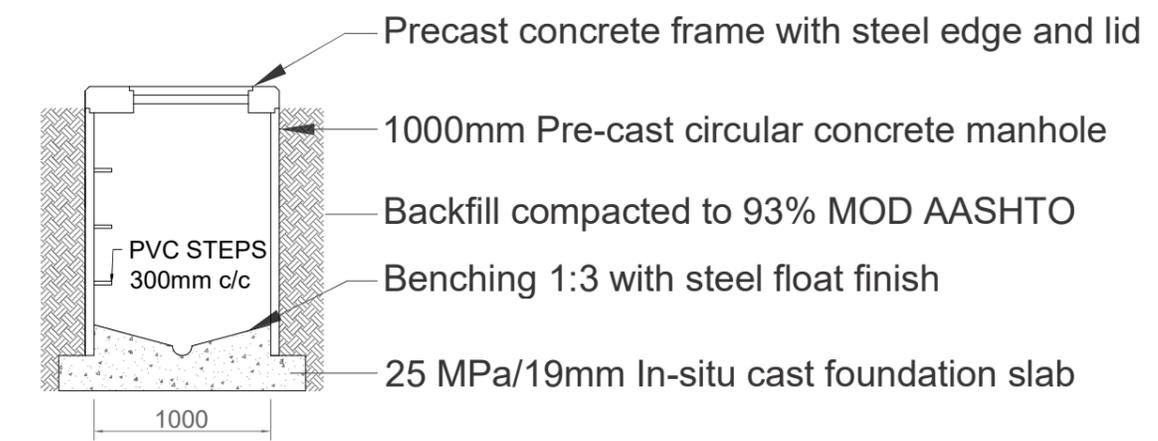
No.	DATE	AMENDMENT	D.P.W.
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as-built drawings			
certified as-built drawings as per Centralised Drawing Archive AS-BUILT DRAWING REQUIREMENTS			
name: _____			
date: _____			
professional registration no.: _____			
cad file name		page type	
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consultant			
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE			
discipline			
CIVIL ENGINEERING			
service			
HLABABOMVU: PLACEMENT OF PARKHOMES			
WCS number		055929	
drawing title			
CIVIL WORKS LAYOUT			
ref.no.	designed	I. Loonat	
scale	drawn	I. Loonat	
date	checked	EDIT	
DPW drawing number		055929-C01	



TANK AND PUMP SCHEMATIC



PAVING LAYER WORKS CROSS-SECTION
(Not to scale)



TYPICAL MANHOLE SECTION

No.	DATE	AMENDMENT	D.P.W.

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as-built drawings

certified as-built drawings as per Centralised Drawing Archive AS-BUILT DRAWING REQUIREMENTS

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date: _____

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

DIRECTOR-GENERAL
Adv SAM VUKELA

consultant

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

discipline CIVIL ENGINEERING

service

HLABABOMVU: PLACEMENT OF PARKHOMES

WCS number 055929

drawing title TYPICAL DETAILS

ref.no. _____ designed I. Loonat

scale 1:10 _____ drawn I. Loonat

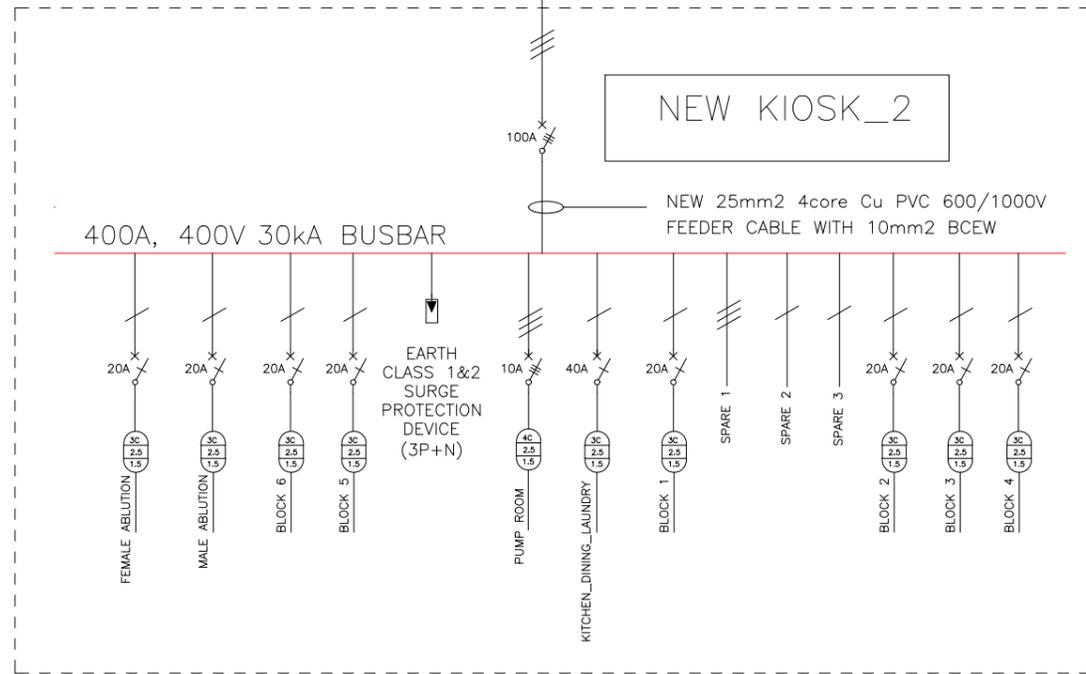
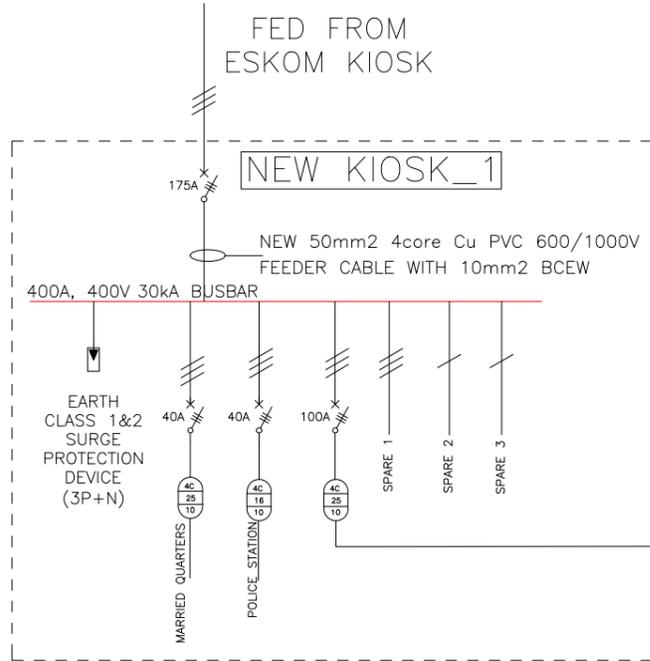
date 22/03/2022 _____ checked EDIT

DPW drawing number

055929-C02



Figure 4: location of manholes and water tanks



LEGEND		
SYM	DESCRIPTION	QYT
⏏	ISOLATOR	
⏏	MULTI-CLASSED THREE PHASE CIRCUIT BREAKER	
⏏	SINGLE PHASE CIRCUIT BREAKER	
⏏	EARTH LEAKAGE UNIT	
—	BUSBAR	
⏏	CABLE LEGEND	
⏏	SURGE PROTECTIVE DEVICE	
⏏	WELDING SOCKET	
⏏	FOUR CORE THREE PHASE SUPPLY CABLE (RED, WHITE/YELLOW, BLUE & NEUTRAL)	
⏏	THREE CORE SINGLE PHASE SUPPLY CABLE (LIVE, NEUTRAL & EARTH)	

NOTES:
 THE USE OF TRADE NAMES ON THIS DRAWING IS PROHIBITED, AND ANY TRADE NAME EQUIPMENT FOR THIS PROJECT REQUIRES APPROVAL FROM THE RESPONSIBLE ENGINEER.

- BEFORE ERECTION WORK BEGINS, THE CONTRACTOR MUST VISIT SITE FOR FINAL DESIGN MEASUREMENTS.
- ALL BUILDING ALTERATIONS BY MAIN CONTRACTOR.
- ALL WORK TO BE DONE IN ACCORDANCE TO APPLICABLE SANS REQUIREMENTS AND AS GUIDED BY THE RESPONSIBLE ENGINEER.
- ALL EXCAVATION WORKS TO BE DONE CAREFULLY IN SUCH A WAY THAT EXISTING UNDERGROUND SERVICES ARE NOT DAMAGE, THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY AND COSTS OF ANY DAMAGE TO EXISTING SERVICES
- ALL EXISTING CABLES AND OTHER EQUIPMENT TO BE REUSED WHEREVER POSSIBLE

- NOTES FOR KIOSK_1 AND KIOSK_2**
- GROUND MOUNTED 8-WAY FOR KIOSK_1 AND 24-WAY FOR KIOSK_2
 - ALLOW 30% SPARE FOR FUTURE EXPANSION
 - PAD-LOCKABLE DOOR WITH SLIDING INTERNAL LATCH - TOP & BOTTOM
 - COLOR: FRAME - ELECTRIC ORANGE
NORMAL SECTION - WHITE
EMERGENCY SECTION - N/A
 - CASCADING TO LOCAL SECTIONS
 - A5 LEGEND CARD
 - ENGRAVED LABELING

REVISIONS			
REV.	DATE	DESCRIPTION	BY
02	MARCH 2022	ISSUED FOR TENDER	K. MLONDO
01	MARCH 2022	ISSUED FOR DETAILED DESIGN	K. MLONDO
00	OCTOBER 2020	ISSUED FOR PRELIMINARY DESIGN	T. MSIMANGA

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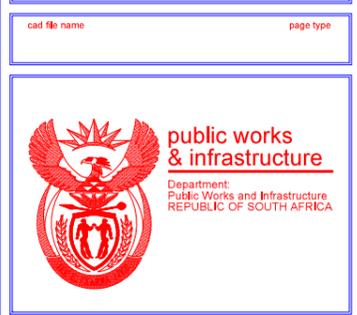
TENDER DRAWINGS

NAME: _____

SIGNATURE: _____

DATE: _____

PROFESSIONAL REGISTRATION NO.: _____



consultant
NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

discipline
ELECTRICAL

service
BULK POWER SUPPLY

WCS number
055929

drawing title
KIOSK_1 & KIOSK_2 SINGLE LINE DIAGRAMS

re/No. designed K. MLONDO
scale NTD drawn K. MLONDO
date 29 MAR 2022 checked M. G. G. (P. L. M.)
DPW drawing number 055929-FF-3PS