



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S
OFFICE: REPLACEMENT OF FAULTY FIRE ALARM**

TENDER NO. : PE01/2023
REFERENCE NO. : 14/1/3/1/6418/5110

CONSISTING OF THREE VOLUMES

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

Compiled by:

National Department of Public Works and
Infrastructure
Eben Donges Building
PORT ELIZABETH
6001

Issued by:

National Department of Public Works and
Infrastructure
Eben Donges Building
PORT ELIZABETH
6001

NAME OF BIDDER:

VOLUME 2: RETURNABLE DOCUMENTS

C1.1 Form of Offer and Acceptance

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

Project title:	ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S OFFICES: REPLACEMENT OF FAULTY FIRE ALARM		
Tender / Quotation no:	PE01/2023	Reference no:	14/1/3/1/6418/5110

OFFER

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

ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S OFFICES: REPLACEMENT OF FAULTY FIRE ALARM

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"

Tender / Quotation no: PE01/2023

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: PE01/2023

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”
 For Internal & External Use

Tender / Quotation no: PE01/2023

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	PRIVATEBAG X 3913 PORT ELIZABETH 6056

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"

C2.2 Bills of Quantities / Lump Sum Document

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 055573

ZWELISHA SAPS PROVINCIAL OFFICE

SCHEDULE OF QUANTITIES

SUMMARY OF FIRE SERVICES SCHEDULE OF PRICES



REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R/UNIT	R c
	1.0	Section 1: Preliminary and general	1	Item		
	2.0	Section 2: Electrical Work	1	Item		
	3.0	Section 3: Mechanical Work	1	Item		
	4.0	Section 4: Civil Work	1	Item		
	4.0	Subtotal				
	5.0	Add VAT @ 15%				
Total for Fire Installation						

SECTION 1: PRELIMINARIES AND GRNERAL

SECTION 1

PRELIMINARIES

NOTES:

- (i) The agreement is to be the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015), published by the South African Institution Of Civil Engineering.
- (ii) The Preliminaries are aligned to the Construction and Management Requirements for Works Contracts - SANS 1921-1: 2018 (Edition 1.1) - Part 1: General Engineering and Construction Works.
- (iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.
- (iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.
- (v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").
- (vi) Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.
- (vii) **Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer only, for which variation and extension of time has been granted.**

SECTION A: GENERAL CONDITIONS OF CONTRACT

General

A1.0 Definitions (clause 1.1)

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

Amend Clause 1.1.1.5 as follows:

'Commencement Date' means the date of possession of site by the contractor.

Amend Clause 1.1.1.8 to include the word "rights" to read as follows:

"Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

Amend Clause 1.1.1.13 as follows:

"Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.

Add the following to clause 1.1.1.14:

The words "Due Completion Date" and "Construction Period" in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

Add the following as clause 1.1.1.21.A:

"Interest" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) 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.

1.1.1.31 No clause.

Add the following as clause 1.1.1.35:

"Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.

Add the following as clause 1.1.1.36:

A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.

Add the following as clause 1.1.1.37:

"Contract participation goal documentation" means the contract participation goal documentation as indicated in the tender data document DPW 03 (EC): TENDER DATA, the PG-01.1 (EC) SCOPE OF WORKS and the PG-02.1 (EC) PRICING ASSUMPTIONS.

Add the following as clause 1.1.1.38:

"Contract Period" means the period commencing on the date of the letter of acceptance and ending on the date of final completion.

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

A2.0 Interpretations (Clause 1.2)

Replace Clause 1.2.3. with the following:
 The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].

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

A3.0 General Provisions (Clause 1.3)

1.3.4. No clause.

Replace Clause 1.3.5 with the following provisions:

- (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which shall be handed over to the Employer during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled.
- (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works shall vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor
- (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.
- (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies
- (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.
- (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

Replace clause 1.3.7 with the following:

By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.

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

Basis of Contract

A4.0 Available Data and Information (clause 2.1)

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

A5.0 Adverse Physical Conditions (clause 2.2)

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

A6.0 Technical Data (clause 2.3)

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

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

A7.0	Ambiguity or Discrepancy (clause 2.4)	
	F:..... V:..... T:.....	Item
A8.0	Assignment (clause 2.5)	
	F:..... V:..... T:.....	Item
	<u>Employer's Agent</u>	
A9.0	Qualifications of the Engineer's Agent (clause 3.1)	
	F:..... V:..... T:.....	Item
A10.0	Functions of the Engineer's Agent (clause 3.2)	
	<p>Add to Clause 3.2.3 the following: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded, revised, amended or rescinded.</p> <p>Replace Clause 6.10.9 with the following:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Replace Clause 10.1.5 with the following:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be deemed as rejected by the Employer.</p>	
	F:..... V:..... T:.....	Item
A11.0	Employers Agent's Representative (clause 3.3)	
	<p>Replace Clause 3.3.2.1 with the following: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p> <p>Add to Clause 3.3.2.2.3 and Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.</p> <p>Replace Clause 3.3.3.2 with the following:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>	

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

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

Contractor's General Obligations

A12.0 Extent of Obligations and Liability (clause 4.1)
F:..... V:..... T:..... Item

A13.0 Employers Agent's Instructions (clause 4.2)
F:..... V:..... T:..... Item

A14.0 Legal Provisions (clause 4.3)
F:..... V:..... T:..... Item

A15.0 Subcontracting (clause 4.4)
Ref Clause 3.2.3
F:..... V:..... T:..... Item

A16.0 Notices and Fees (clause 4.5)
F:..... V:..... T:..... Item

A17.0 Patent rights (clause 4.6)
F:..... V:..... T:..... Item

A18.0 Fossils (clause 4.7)
F:..... V:..... T:..... N/A

A19.0 Facilities for others (clause 4.8)
Amend Clause 4.8.2.1 to include the word "person", as follows:
Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:
Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities.

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

A20.0 Construction Equipment (clause 4.9)
F:..... V:..... T:..... Item

A21.0 Contractor's employees (clause 4.10)
F:..... V:..... T:..... Item

A22.0 Competent employees (clause 4.11)
F:..... V:..... T:..... Item

A23.0 Contractor's superintendence (clause 4.12)

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

Add to Clause 4.12.3 the following:

All oral communication must be reduced into writing to be binding on the parties.

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

Time and Related Matters

A24.0 Time Calculations (clause 5.1)
F:..... V:..... T:..... Item

A25.0 Commencement of the Contract (clause 5.2)
F:..... V:..... T:..... Item

A26.0 Commencement of the Works (Clause 5.3)
F:..... V:..... T:..... Item

A27.0 Access to the Site (clause 5.4)
F:..... V:..... T:..... Item

A28.0 Time for Practical Completion (clause 5.5)
F:..... V:..... T:..... Item

A29.0 Programme (clause 5.6)
F:..... V:..... T:..... Item

A30.0 Progress of the Works (clause 5.7)
F:..... V:..... T:..... Item

A31.0 Non-working Times (clause 5.8)
F:..... V:..... T:..... Item

A32.0 Instructions (clause 5.9)

Amend Clause 5.9.1 as follows:

On the Commencement Date, the Employer's Agent shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The contractor shall, at his own costs, acquire additional drawings or any instruments if such drawings or instruments are required by the contractor for reasons related to his contractual performance.

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

A33.0 Delays attributable to the Employer (clause 5.10)
F:..... V:..... T:..... Item

A34.0 Suspension of the Works (clause 5.11)
5.11.1 No Clause
5.11.2 Ref Clause 3.2.3
5.11.5 No Clause
5.11.6 No Clause
F:..... V:..... T:..... Item

A35.0 Extension of time for practical completion (clause 5.12)

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

5.12 Ref Clause 3.2.3

Add to Clause 5.12.2.2 the following:

“Abnormal climatic conditions 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”

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

A36.0 Penalty for delay (clause 5.13)

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

A37.0 Completion (clause 5.14)

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

Amend the second paragraph of Clause 5.14.1 as follows:

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer’s Agent shall, within 14 days after receipt of such a request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer’s Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.

Add the following as: 5.14.8

CERTIFICATE OF COMPLETION (WORKS COMPLETION)

- (1) Within seven (7) calendar days of the date of practical completion the Employer’s 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 Employer’s Agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the Employer’s Agent, the Works Completion list:
 - (2)(a) Has been satisfactorily completed, the Employer’s Agent shall forthwith issue a certificate of works Completion to the contractor with a copy to the employer
 - (2)(b) Has not been satisfactorily completed, the Employer’s 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 5.14.8(2).
- (3) Should the Employer’s Agent not issue a works completion list, in terms of 5.14.8(1) or 5.14.8(2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and Employer’s Agent. Should the Employer’s Agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:
 - (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date
 - (3)(b) 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 5.14.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B10.0

(5) The defects liability period in terms of 5.16.3 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 5.14.8(2)(a) or 5.14.8(3).

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

A38.0 Clearance of Site (clause 5.15)

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

A39.0 Approval (clause 5.16)

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

Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.

Amend Clause 5.16.2 as follows:

No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.

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

Payment and Related Matters

A40.0 Payment to Contractor (clause 6.1)

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

A41.0 Security (clause 6.2)

Add the following to Clause 6.2.1:

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 twenty-one (21) days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.

Amend Clause 6.2.3 as follows:

If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.

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

A42.0 Variations (clause 6.3)

Add the following to the last paragraph:

“subject to obtaining approval from the Employer” (3.2.3)

	F:..... V:..... T:.....	Item
A43.0	Value of Variations (clause 6.4)	
	F:..... V:..... T:.....	Item
A44.0	Dayworks (clause 6.5)	
	F:..... V:..... T:.....	Item
A45.0	Provisional Sums and Prime Cost Sums (clause 6.6)	
	F:..... V:..... T:.....	Item
A46.0	Measurements of the Works (clause 6.7)	
	F:..... V:..... T:.....	Item
A47.0	Adjustment in Rates and/or Prices (clause 6.8)	
	F:..... V:..... T:.....	Item
A48.0	Vesting of Plant and Materials (clause 6.9)	
	Replace Clause 6.9.1 with the following: “Plant and materials will only be certified and paid for upon furnishing proof of ownership 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 Employers Agent.	
	F:..... V:..... T:.....	Item
A49.0	Payments (clause 6.10)	
	Add the following to Clause 6.10.1: The contractor shall provide the Employer’s Agent every month, on dates as agreed between parties / instructed by the Employer’s Agent, with the following information: (1) Monthly Local content report, (2) 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) (3) Tax Invoice (4) Labour intensive report (5) Contract Participation Goal reports (if applicable)	
	Amend Clause 6.10.4 as follows: Substitute “28 days” with “30 days” provided all required documents have been submitted and are correct in all respects.	
	Replace Clause 6.10.5 with the following: <u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u>	
	<u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of theWorks (excl. VAT) shall become due and payable when the</u>	

Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.

In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.

Replace 6.10.6.2 with the following:

"In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at 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". (1.1.1.21.A)

Clause 6.10.9 Ref Clause 3.2.3

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

A50.0 Variations exceeding 15 per cent (clause 6.11)

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

Quality and Related Matters

A51.0 Quality of Construction Equipment (clause 7.1)

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

A52.0 Quality of Plant, workmanship and Materials (clause 7.2)

Amend Clause 7.2.1 as follows:

The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are 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 DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.

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

A53.0 Access to the Works (clause 7.3)

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

A54.0 Samples and Testing (clause 7.4)

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

A55.0 Examination of the Works (clause 7.5)

Add the following to Clause 7.5.3:

"Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".

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

A56.0 Defective Plant, Material and Work (clause 7.6)

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

A57.0	Search for Defects (clause 7.7)		
	F:..... V:..... T:.....		Item
A58.0	Defects (clause 7.8)		
	F:..... V:..... T:.....		Item
A59.0	Urgent Remedial Work (clause 7.9)		
	Add the following to Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.		
	F:..... V:..... T:.....		Item
	<u>Risks and Related Matters</u>		
A60.0	Protection of the Works (clause 8.1)		
	F:..... V:..... T:.....		Item
A61.0	Care of the Works (clause 8.2)		
	Add the following to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, substitute and/or repair the Works, failing which the Employer may cause such to be done and recover reasonable costs associated therewith from the Contractor.		
	F:..... V:..... T:.....		Item
A62.0	Excepted Risks (clause 8.3)		
	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".		
	F:..... V:..... T:.....		Item
A63.0	Indemnifications (clause 8.4)		
	Add the following Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, Substitute and/or repair such property and to execute the Works.		
	F:..... V:..... T:.....		Item
A64.0	Reporting Accidents (clause 8.5)		
	F:..... V:..... T:.....		Item
A65.0	Insurances (clause 8.6)		
	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD]		

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]

Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:

Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.

8.6.4 No Clause

Replace Clause 8.6.6 with the following:

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 all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.

Replace Clause 8.6.7 with the following:

If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.

Add the following as Clause 8.6.8:

HIGH RISK INSURANCE

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

(1) Damage to the Works

The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of 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 Employer's 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, Substitute and/or repair the Works, at the Contractor's own costs.

(2) Injury to Persons or Loss of or damage to Properties

The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period 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 in Clause 8.6.1.3 above.

The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned in Clauses 8.6.1.1, 8.6.1.3 and 8.6.1.4, which occurred during the Contract Period.

(3) The contractor shall be responsible to acquire and maintain adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8 (1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy.

(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 Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.

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

Terminations of Contract

A66.0 Termination of Contract (clause 9.1)

9.1.1 Ref Clause 3.2.3
9.1.2.1 Ref Clause 3.2.3

Replace the first paragraph of Clause 9.1.4 as follows:

"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"

Replace the first paragraph Clause 9.1.5 as follows:

If the Contract is terminated on any account, in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "

9.1.5.5 No Clause
9.1.6 No Clause

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

A67.0 Termination by Employer (clause 9.2)

9.2.1 Ref Clause 3.2.3

Add the following as Clause 9.2.1.3.9:

Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.

Add the following as Clause 9.2.4:

In the case where a contract is terminated by the Employer due to no fault of any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Employer's Agent at the date of termination.

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

A68.0 Termination by Contractor (clause 9.3)

Replace Clause 9.3.2. and sub-clauses with the following:

Upon such termination, all Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site.

Add the following to Clause 9.3.3

After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.

Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or

in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.

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

Claims and Disputes

A69.0 Contractor's Claim (clause 10.1)

Amend Clause 10.1.3.1 as follows to insert the word "Plant":

All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.

10.1.4 Ref Clause 3.2.3

10.1.5 Ref Clause 3.2.3

Add the following as Clause 10.1.6:

If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.

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

A70.0 Dissatisfaction claim (clause 10.2)

Replace Clause 10.2.1 with the following:

In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.

Replace Clause 10.2.2 with the following:

If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.

10.2.3 Ref Clause 3.2.3

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

A71.0 Dispute Notice (clause 10.3)

Replace Clause 10.3.2 with the following:

If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.

Replace Clause 10.3.3 to read as follows:

In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or such ruling is set aside or reviewed by mediation or a court.

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

A72.0 Amicable Settlement (clause 10.4)

Replace Clause 10.4.2 with the following:

If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.

Replace Clause 10.4.4 with the following:

Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.

A73.0 F:..... V:..... T:..... Item
Adjudication (clause 10.5)

Replace Clause 10.5 with the following:

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

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

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

A74.0 F:..... V:..... T:..... Item
Disagreement with Adjudication Board (clause 10.6)

10.6 No Clause

A75.0 F:..... V:..... T:..... Item
Arbitration (clause 10.7)

10.7 No Clause

A76.0 F:..... V:..... T:..... Item
Court Proceedings (clause 10.8)

A77.0 F:..... V:..... T:..... Item
Appointment (clause 10.9)

A78.0 F:..... V:..... T:..... Item
Common Provisions (clause 10.10)

Replace Clause 10.10.3 with the following:

The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer’s Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer’s Agent or Employer for the purpose of obtaining his ruling.

A79.0 F:..... V:..... T:..... Item
Continuing Validity (clause 10.11)

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

SECTION B: SANS 1921-1:2018 (Edition 1.1):

**CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS:
PART 1**

Refer to the SCOPE OF WORK for detail requirements

B1.0	Scope	F:..... V:..... T:.....	Item
B2.0	Normative references	F:..... V:..... T:.....	Item
B3.0	Definitions	F:..... V:..... T:.....	Item
B4.0	Requirements for construction and management	F:..... V:..... T:.....	Item
B4.1	General	F:..... V:..... T:.....	Item
B4.2	Responsibilities for design and construction	F:..... V:..... T:.....	Item
B4.3	Planning, programme and method statements	F:..... V:..... T:.....	Item
B4.4	Quality assurance	F:..... V:..... T:.....	Item
B4.5	Setting out	F:..... V:..... T:.....	Item
B4.6	Management and disposal of water	F:..... V:..... T:.....	Item
B4.7	Blasting	F:..... V:..... T:.....	Item
B4.8	Works adjacent to services and structures	F:..... V:..... T:.....	Item
B4.9	Management of the Works and site		

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

	F:..... V:..... T:.....	Item
B4.10	Earthworks	
	F:..... V:..... T:.....	Item
B4.11	Testing	
	F:..... V:..... T:.....	Item
B4.12	Materials, samples and fabrication drawings	
	F:..... V:..... T:.....	Item
B4.13	Equipment	
	F:..... V:..... T:.....	Item
B4.14	Site establishment	
	F:..... V:..... T:.....	Item
B4.15	Survey control	
	F:..... V:..... T:.....	Item
B4.16	Temporary works	
	F:..... V:..... T:.....	Item
B4.17	Existing services	
	F:..... V:..... T:.....	Item
B4.18	Health and safety	
	F:..... V:..... T:.....	Item
B4.19	Environmental requirements	
	F:..... V:..... T:.....	Item
B4.20	Alterations, additions, extensions and modifications to existing works	
	F:..... V:..... T:.....	Item
B4.21	Inspection of adjoining structures, services, buildings and property	
	F:..... V:..... T:.....	Item
B4.22	Attendance on nominated and selected subcontractors	
	F:..... V:..... T:.....	Item

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

SECTION C

THE METHOD OF PAYMENT AND ADJUSTMENT OF PRELIMINARIES WILL BE BASED ON THE OPTION CHOSEN BY THE CONTRACTOR AS INCLUDED IN THE CONTRACT DATA

The SABS 1200 A-1986 General shall be deemed to be incorporated in these bills of quantities / lump sum document, amended as described in this preliminaries

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

C1.0	SCOPE	F:..... V:..... T:.....	Item
C2.0	INTERPRETATIONS		
C2.1	Application	F:..... V:..... T:.....	Item
C2.2	Applicable Edition of Standards	F:..... V:..... T:.....	Item
C2.3	Definitions	F:..... V:..... T:.....	Item
C2.4	Abbreviations	F:..... V:..... T:.....	Item
C2.5	No Limitation by Description	F:..... V:..... T:.....	Item
C2.6	Approval	F:..... V:..... T:.....	Item
C2.7	Specification Drawings	F:..... V:..... T:.....	Item
C2.8	Items in Schedule of Quantities		

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

	F:..... V:..... T:.....	Item
C2.8.1	Principle	
	F:..... V:..... T:.....	Item
C2.8.2	Preliminary and general section	
	F:..... V:..... T:.....	Item
C3.0	MATERIALS	
	Quality	
C3.1	F:..... V:..... T:.....	Item
C3.2	Structures and Natural Materials on Site	
	F:..... V:..... T:.....	Item
C4.0	PLANT	
C4.1	Silencing of Plant	
	F:..... V:..... T:.....	Item
C4.2	Contractor's Offices. Stores and Services	
	F:..... V:..... T:.....	Item
C5.0	CONSTRUCTION	
C5.1	Survey	
	F:..... V:..... T:.....	Item
C5.1.1	Setting out of the Works	
	F:..... V:..... T:.....	Item
C5.1.2	Preservation and replacement of beacons and pegs subject to the Land Survey Act	
	F:..... V:..... T:.....	Item
C5.2	Watching. Barricading. Lighting and Traffic Crossings	
	F:..... V:..... T:.....	Item
C5.3	Protection of Structures	
	F:..... V:..... T:.....	Item
C5.4	Protection of Overhead and Underground Services	

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

	F:..... V:..... T:.....	Item
C5.5	Dealing with Water on Works	
	F:..... V:..... T:.....	Item
C5.6	Pollution	
	F:..... V:..... T:.....	Item
C5.7	Safety	
	F:..... V:..... T:.....	Item
C5.8	Ground and Access to Works	
	F:..... V:..... T:.....	Item
C6.0	TOLERANCES	
C6.1	Methods of Specifying	
	F:..... V:..... T:.....	Item
C6.2	Degrees of Accuracy	
	F:..... V:..... T:.....	Item
C6.3	Precedence where Tolerances Conflict	
	F:..... V:..... T:.....	Item
C7.0	TESTING	
C7.1	Principles	
	F:..... V:..... T:.....	Item
C7.1.1	Checking	
	F:..... V:..... T:.....	Item
C7.1.2	Standard of finished work not to specification	
	F:..... V:..... T:.....	Item
C7.2	Approved Laboratories	
	F:..... V:..... T:.....	Item
C7.3	Methods of Test	
	F:..... V:..... T:.....	Item

SECTION 1: PRELIMINARIES

Each Item Carried to Collection

C7.4	Statistical Analysis of Control Tests		
	F:..... V:..... T:.....		Item
C8.0	MEASUREMENT AND PAYMENT		
C8.1	Measurement		
	F:..... V:..... T:.....		Item
C8.1.1	Method of measurement. all sections of the schedule		
	F:..... V:..... T:.....		Item
C8.1.2	Preliminary and general item or section		
	F:..... V:..... T:.....		Item
C8.2	Payment		
	F:..... V:..... T:.....		Item
C8.2.1	Fixed-charge and value-related items		
	F:..... V:..... T:.....		Item
	REFER TO CONTRACT DATA		
C8.2.2	Time-related items		
	F:..... V:..... T:.....		Item
	REFER TO CONTRACT DATA		
C8.2.3	Contract price adjustment to preliminary and general amounts		
	F:..... V:..... T:.....		Item
C8.2.4	Withholding of payment for time-related items		
	F:..... V:..... T:.....		Item
C8.3	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS		
C8.3.1	<u>Contractual Requirements</u> Unit: Sum		
	The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB.		
	F:..... V:..... T:.....		Item
C8.3.2	<u>Establishment of Facilities on the Site</u>		

SECTION 1: PRELIMINARIES

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C8.3.2.1 Facilities for Engineer

- a) Furnished offices (.... No.) Unit: Sum
F:..... V:..... T:..... Item
- b) Telephone Unit: Sum
F:..... V:..... T:..... Item
- c) Nameboards (2 No.) Unit: Sum
F:..... V:..... T:..... Item

C8.3.2.2 Facilities for Contractor

- a) Offices and storage sheds..... Unit: Sum
F:..... V:..... T:..... Item
- b) Workshops Unit: Sum
F:..... V:..... T:..... Item
- c) Laboratories Unit: Sum
F:..... V:..... T:..... Item
- d) Living accommodation Unit: Sum
F:..... V:..... T:..... Item
- e) Ablution and latrine facilities Unit: Sum
F:..... V:..... T:..... Item
- f) Tools and equipment Unit: Sum
F:..... V:..... T:..... Item
- g) Water supplies, electric power and communicationsUnit: Sum
F:..... V:..... T:..... Item
- h) Dealing with water (see 5.5) Unit: Sum
F:..... V:..... T:..... Item
- i) Access (see 5.8) Unit: Sum
F:..... V:..... T:..... Item
- j) Plant (designated plant or plant for designated operations or plant for use during stated

periods) (Applicable only to specifically identified plant) Unit: Sum

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

C8.3.2.3 The sums for the items in 8.3.2.1 and 8.3.2.2 shall cover the cost of providing, establishing and commissioning on the Site these facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.

C8.3.3 Other Fixed-charge obligations Unit: Sum

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

The sum shall cover the fixed costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of the specification and the conditions of contract, and that are not specifically covered in 8.3.1, 8.3.2 or 8.3.4.

C8.3.4 Removal of Site Establishment Unit:

The sum shall cover the cost of the demolition on and the removal from the surface of the Site of all items established in terms of 8.3.2 and 8.3.3, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineer.

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

C8.4 **SCHEDULED TIME-RELATED ITEMS**

C8.4.1 Contractual Requirements Unit: Sum

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

The sum shall cover all the Contractor's time-related costs of providing surety, insurance of the Works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941) and such items as contributions to the CEITB.

C8.4.2 Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated

C8.4.2.1 Facilities for Engineer

a) Furnished offices (.... No.) Unit: Sum

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

b) Telephone Unit: Sum

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

c) Name boards (2 No.).....Unit: Sum

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

d) Survey assistants and materials Unit: Sum

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

C8.4.2.2 Facilities for Contractor

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- a) Offices and storage sheds Unit: Sum
 F:..... V:..... T:..... Item
- b) Workshops Unit: Sum
 F:..... V:..... T:..... Item
- c) Laboratories Unit: Sum
 F:..... V:..... T:..... Item
- d) Living accommodation Unit: Sum
 F:..... V:..... T:..... Item
- e) Ablution and latrine facilities Unit: Sum
 F:..... V:..... T:..... Item
- f) Tools and equipment Unit: Sum
 F:..... V:..... T:..... Item
- g) Water supplies, electric power and communications Unit: Sum
 F:..... V:..... T:..... Item
- h) Dealing with water (see 5.5) Unit: Sum
 F:..... V:..... T:..... Item
- i) Access (see 5.8) Unit: Sum
 F:..... V:..... T:..... Item
- j) Plant (designated plant or plant for designated operations or plant for use during stated periods) (Applicable only to specifically identified plant) Unit: Sum
 F:..... V:..... T:..... Item

The sums for the items in 8.4.2.1 and 8.4.2.2 shall cover the Contractor's costs for the periods stated for site rentals, repairs to and depreciation of buildings, furniture, tools and equipment, the storage and distribution of fuels and lubricants, water, electricity, communications, access and sanitation, and the wages of staff operating and maintaining these facilities in accordance with the contract.

- C8.4.2.3 Supervision for Duration of Construction Unit: Sum
 F:..... V:..... T:..... Item

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works, and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section

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foremen (where applicable), site surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff.

C8.4.3 Company and Head Office Overhead Costs for the Duration of the ContractUnit: Sum
 F:..... V:..... T:..... Item

The sum shall cover the Contractor's company and head office overhead costs.

C8.4.4 Other Time-related Obligations Unit: Sum
 F:..... V:..... T:..... Item

The sum shall cover the time-related costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of the specification and the conditions of contract, and that are not specifically covered in 8.4.1-8.4.4 (inclusive).

C8.4.5 SUMS STATED PROVISIONALLY BY ENGINEER (See 8.1.2.1(d))

a) For work to be executed by the Contractor and valued in terms of the "valuation of variations" clause in the conditions of contract Unit: Stated sum

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

b) 1) For work to be executed by the Employer or a nominated subcontractor ..Unit: Stated sum

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

C8.5 2) Overheads, charges and profit on (1) above Unit: % = R.....
 F:..... V:..... T:..... Item

C8.6 3) Specified activities (if any) associated with (1) and (2) aboveUnit: sum (or Rate/Unit)
 F:..... V:..... T:..... Item

NOTE: As an alternative to (b) (3) above, if the Contractor is required to provide labour, plant or materials associated with (b) (1) above, a further provisional sum may be scheduled under (a) above. The Engineer will state in the schedule the amount he requires in order to complete the activity, operation or service named in (a) or (b) (1) above, as applicable, and specified more fully, if practicable, in the project specification. The rate for (b) (2) above shall cover the Contractor's overheads, charges and profit on the amount stated for (b)(1) above. The sum or rate for (b) (3) above, if any, shall cover the cost of such operations associated with the activity, operation or service named in (b) (1) above as are required of the Contractor and are specified fully in the project specification.

C8.7 PRIME COST ITEMS (See 8.1.2.1(d))

a) Prime cost of goods or materials to be supplied to the site of the Works in terms of the contract Unit: Stated sum

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

b) Overheads, charges and profit on (a) above Unit: % = R.....

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

c) Transport and labour to handle and install (a) above as specified in PSA... Unit: Sum

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

The Engineer will state in the schedule the amount he requires for (a) above. The rate for (b) above shall cover the percentage required by the Contract or for overheads, charges for taking delivery and profit. The sum for (c) above shall be a fixed sum to cover the cost of loading, transporting, handling and installing, as applicable, the goods or materials covered by (a) and (b) above in the manner specified in the project specification.

C8.8 **DAYWORK** (See 8.1.2.1(d)). The Engineer may schedule and require unit rates for estimated numbers of hours of daywork for various classes of labour and an amount to cover materials or plant, or both, likely to be ordered under daywork during the course of the contract. Alternatively, he may schedule and require percentage allowances for labour, materials and plant only. The unit rates for labour and plant, or the percentage allowances for addition to the net cost of labour and materials shall cover overhead charges and profit, site supervision and site staff, insurances, holidays with pay, and use and maintenance of tools and equipment. The rates for plant hire shall, in addition, cover the cost of plant operators, consumable stores, fuel and maintenance. The rates or allowances shall also cover travelling allowances or travelling costs (transport of men by Contractor's transport or transport hired or paid for by the Contractor), lodging allowances and any other emoluments and allowances payable to the workmen.

C8.8.1 **TEMPORARY WORKS (See 8.1.2.1(d))**

C8.8.2 Main Access Road to Works (construct and maintain) Unit: Sum

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

C8.8.3 Dealing with Traffic (or accommodation of traffic) Unit: Sum

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

C8.8.4 Protection of Structure until Construction in Vicinity is Complete.....Unit: Sum

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

C8.8.5 Existing services

(see 5.4). Where particular items are provided in other sections of the schedule the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

a) Supply or hire of specialist equipment for the detection of a particular services Unit: Sum.....

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

b) The use of equipment referred to in item (a) above Unit: Day or Sum

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

c) Excavation by hand in soft material to expose service Unit: m3 or Daywork

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

d) Temporary protection, as required in terms of the project specification, of
service Unit: Sum or Daywork

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

The unit sum will be used only for items (a) and (d) above where the work to be done is specified and defined completely in the original tender document. The sums or rates, as applicable, for items (a)-(d) (inclusive) shall cover the applicable of the requirements specified in 5.4.

C8.8.6 Cost of Survey in Terms of the Land Survey Act (see 5.1.2). Subject to the survey being dealt with as specified in (a). and (b) below, the Engineer may schedule the item under Provisional Sums. (see 8.1.2.1 (a).)

a) Trigonometrical survey and plot boundary pegs - locate and record..... Unit: Stated sum
F:..... V:..... T:..... Item

b) Trigonometrical survey and plot boundary pegs - protect and re-establish... Unit: Stated sum
F:..... V:..... T:..... Item

Payment for work covered by (a) and (b) above will be a combination of
1) payment by the Employer to the Land Surveyor direct, and
2) a lump sum for all parts of the operation excluding, when relevant, the work carried out in terms of (a) above, the sum to be agreed prior to the work being carried out, and
3) daywork rates.

Temporary works scheduled shall be subject to the terms of 8.1.2.2 and 8.2.

NOTE: Only the cost of the construction of protective works ordered by the Engineer will be paid for out of the stated sum under Subclause 8.8.5(b). The cost of the Contractor's responsibility for the setting out of the Works in terms of Subclause 5.1.1 and the preservation and replacement of beacons and pegs subject to the Land Survey Act in terms of Subclause 5.1.2 will be held to be covered by the sums tendered for other obligations under Subclauses 8.3.3 and 8.4.5.

C8.8.7 Special Water Control in Terms of Project Specification Unit: Sum

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

Where an abnormal circumstance occurs or may occur at a point (area) of the Works, the Engineer may schedule the item under Provisional Sums. (See- 8.1.2.1 (d)) The sum shall cover the cost of the work specified in the project specification

SECTION D: SCOPE OF WORK IN ACCORDANCE with SANS 10845-2
 (The reference to Clauses refer to Table B.1 of SANS 1921-1:2018)

D1.0	Employer's objectives – CLAUSE 1.1	
	F:..... V:..... T:.....	Item
D2.0	Overview of the works – CLAUSE 1.2	
	F:..... V:..... T:.....	Item
D3.0	Extent of the works – CLAUSE 1.3	
	F:..... V:..... T:.....	Item
D4.0	Location of the works – CLAUSE 1.4	
	F:..... V:..... T:.....	Item
D5.0	Temporary works – CLAUSE 1.5	
	F:..... V:..... T:.....	Item
D6.0	Employer's design – CLAUSE 2.1	
	F:..... V:..... T:.....	Item
D7.0	Design brief – CLAUSE 2.2	
	F:..... V:..... T:.....	Item
D8.0	Drawings – CLAUSE 2.3	
	F:..... V:..... T:.....	Item
D9.0	Design procedures – CLAUSE 2.4	
	F:..... V:..... T:.....	Item
D10.0	Preferential procurement Procedures 3.1 – CLAUSE 3.1	
	F:..... V:..... T:.....	Item
D11.0	Resource standard pertaining to targeted procurement – CLAUSE 3.2	
	F:..... V:..... T:.....	Item
D12.0	Scope of mandatory subcontract Work – CLAUSE 3.3	
	F:..... V:..... T:.....	Item
D13.0	Preferred subcontractors/suppliers – CLAUSE 3.4	
	F:..... V:..... T:.....	Item
D14.0	Subcontracting procedures – CLAUSE 3.5	
	F:..... V:..... T:.....	Item
D15.0	Applicable SANS 2001 standards for construction works – CLAUSE 4.1	
	F:..... V:..... T:.....	Item

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D16.0	Applicable national and international standards – CLAUSE 4.2	F:..... V:..... T:.....	Item
D17.0	Particular / generic specifications – CLAUSE 4.3	F:..... V:..... T:.....	Item
D18.0	Certification by recognised bodies – CLAUSE 4.4	F:..... V:..... T:.....	Item
D19.0	Agreement certificates - CLAUSE 4.5	F:..... V:..... T:.....	Item
D20.0	Plant and materials provided by the employer - CLAUSE 4.6	F:..... V:..... T:.....	Item
D21.0	Services and facilities provided by the employer - CLAUSE 4.7	F:..... V:..... T:.....	Item
D22.0	Other services and facilities - CLAUSE 4.8	F:..... V:..... T:.....	Item
D23.0	Applicable SANS 1921 standards - CLAUSE 5.1	F:..... V:..... T:.....	Item
D24.0	Recording of weather - CLAUSE 5.2	F:..... V:..... T:.....	Item
D25.0	Management meetings - CLAUSE 5.3	F:..... V:..... T:.....	Item
D26.0	Forms for contract administration - CLAUSE 5.4	F:..... V:..... T:.....	Item
D27.0	Electronic payments - CLAUSE 5.5	F:..... V:..... T:.....	Item
D28.0	Daily records CLAUSE 5.6	F:..... V:..... T:.....	Item
D29.0	Bond and guarantees - CLAUSE 5.7	F:..... V:..... T:.....	Item
D30.0	Permits - CLAUSE 5.9	F:..... V:..... T:.....	Item
D31.0	Proof of compliance with the law – CLAUSE 5.10	F:..... V:..... T:.....	Item

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D32.0 Insurance provided by the employer – CLAUSE 5.10

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

Item

SECTION E: SPECIFICATION DATA

ASSOCIATED WITH SANS 1921-1:2018 (Table A .1, Table A.2)

E1.0	Requirements for drawings, information and calculations for which the contractor is responsible - CLAUSE 4.1.7	F:..... V:..... T:.....	Item
E2.0	The responsibility strategy assigned to the contractor for the works - CLAUSE 4.2.1	F:..... V:..... T:.....	Item
E3.0	The structural engineer is - CLAUSE 4.2.2	F:..... V:..... T:.....	Item
E4.0	Drawings and other information are to be submitted in accordance with the contractor's programme - CLAUSE 4.2.3	F:..... V:..... T:.....	Item
E5.0	The planning, programme and method statements - CLAUSE 4.3	F:..... V:..... T:.....	Item
E6.0	Samples of materials, workmanship and finishes - CLAUSE 4.12.2	F:..... V:..... T:.....	Item
E7.0	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2	F:..... V:..... T:.....	Item
E8.0	Office for the foreman CLAUSE 4.14.3	F:..... V:..... T:.....	Item
E9.0	Telephone - CLAUSE 4.14.3	F:..... V:..... T:.....	Item
E10.0	Office for inspector of works - CLAUSE 4.14.3	F:..... V:..... T:.....	Item
E11.0	Telephone in office for inspector of works - CLAUSE 4.14.3	F:..... V:..... T:.....	Item
E12.0	Sheds - CLAUSE 4.14.3	F:..... V:..... T:.....	Item
E13.0	Provision and erection of signboards - CLAUSE 4.14.6	F:..... V:..... T:.....	Item
E14.0	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1	F:..... V:..... T:.....	Item

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E15.0	Services which are known to exist – CLAUSE 4.17.3	F:..... V:..... T:.....	Item
E16.0	Detection apparatus - CLAUSE 4.17.4	F:..... V:..... T:.....	Item
E17.0	Additional health and safety requirements -CLAUSE 4.18	F:..... V:..... T:.....	Item
E18.0	The works to be undertaken by nominated and selected subcontractors comprise: CLAUSE 4.22		
	1).....		
	2).....		
	F:..... V:..... T:.....		Item

SECTION F: SPECIFIC PRELIMINARIES

This Section contains specific preliminary items which apply to this contract

- F1.0 **Overtime**
Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the Engineer/principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.

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

- F2.0 **As Built Drawings**
The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the Engineer/principal agent and the structural engineer for their records.

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

- F3.0 **Site Instructions**
Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor.

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

- F4.0 **Sectional Completion**
When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.

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

- F5.0 **Labour Record**
At the end of each week the contractor shall provide the Engineer/principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day

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

- F6.0 **Plant Record**
At the end of each week the contractor shall provide the Engineer/principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

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

- F7.0 **Non Cession of Monies**
The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract without written consent by both parties

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

- F8.0 **Contract Drawings**
The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed

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

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

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F9.0 General Preambles
 The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.

Materials and workmanship shall be the best of their respective kinds. Only new and undamaged materials shall be used in the Works. Materials to be permanently installed into the works shall not be used for any temporary purposes on site. Work shall be to the approval of the Principal Agent and shall be executed in accordance with the relevant manufacturer's written recommendations and instructions where applicable.

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

F10.0 Supplementary Preambles
 Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said General Preambles

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

F11.0 Trade Names
 Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the engineer being obtained prior to the closing date for submission of tenders

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

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

F12.0 Imported Material and Equipment
 Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

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

F13.0 Viewing the Site in Security Areas
 The site is situated in a security area and the tenderer must arrange with the head of security to obtain permission to enter the site for tendering purposes

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

F14.0 Commencement of Works in Security Areas
 As the works falls within a security area the contractor must give the head of security notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account

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

F15.0 Entrance Permits to Security Areas
 The Contractor shall ensure that access to site works is restricted to construction personnel. All attempts must be made to restrict spectator access. Access to the site shall be by the Department of Correctional Service's authorisation on the prescribed form. (Permits and ID cards shall be issued by the Department of Correctional Service). Special permits for hot work

and isolation permits (electrical, excavations, confined space or other) shall be applied for to the DCS representative prior to commencing with the activity. These permits must always be displayed at works.

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

F16.0 Security Check of Personnel

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

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

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

F17.0 HIV/Aids Awareness

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items 10.1 to 10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.

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

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

F17.1 Awareness champion

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

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

F17.2 Awareness Workshops

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

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

F17.3 Posters, Booklets, Videos, etc.

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

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

F17.4 Access to Condoms

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

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

F17.5 **Monitoring**
Monitoring HIV/AIDS awareness of workers, providing the engineer with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification

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

F18.0 **Occupational Health and Safety Act**
The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

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

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

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

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

F19.0 **Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)**

The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities.

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

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

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

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

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

F20.0 **Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)**

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

intensive infrastructure project under the Expanded Public Works Programme (EPWP)

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

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

Note: Those parts of the contract to be constructed using Labour-intensive methods have been marked in the bills of quantities document with the letters LI (indicating "Labour Intensive") against every item so designated. The works, or parts of the works so designated are to be constructed using Labour-intensive methods only.

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

F21.0 **Environmental Management Act**

The contractor shall comply with all the requirements set out in the Environmental Management Act, 1998 (Act No 107 of 1998)

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

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

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

F22.0 **Contractor's Prices**

The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said specifications and in any supplementary preambles and unless otherwise stated the description of each item shall be deemed to include manufacturing, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting, waste, patterns, templates, plant, temporary works, return of packings, establishment charges, profit and other obligations arising out of the conditions of contract

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

**SECTION 1
PRELIMINARIES
COLLECTION**

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Bill No. 3 : BLOCK B

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
3.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
3.2	Fire panel network card	1	ea		
3.3	Supply and install ceiling mounted addressable optical smoke detectors	78	ea		
3.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
3.5	Supply and install wall mounted addressable sounder with flash strobe	13	ea		
3.6	Supply and install wall mounted addressable manual call points (break glass units)	11	ea		
3.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	2060	m		
3.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	1030	m		
3.9	Supply and install Loop Isolators	8	ea		
3.10.	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
3.11	supply and install Fire Rated 6W Wall mount Speaker	6	ea		
3.12	Supply and install remote microphone with audio control unit	1	ea		
3.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
3.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
3.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
3.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	1000	m		
3.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	500	m		
3.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 2 : BLOCK A

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
2.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
2.2	Fire panel network card	1	ea		
2.3	Supply and install ceiling mounted addressable optical smoke detectors	0	ea		
2.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
2.5	Supply and install wall mounted addressable sounder with flash strobe	12	ea		
2.6	Supply and install wall mounted addressable manual call points (break glass units)	9	ea		
2.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	1000	m		
2.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	500	m		
2.9	Supply and install Loop Isolators	2	ea		
2.10	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
2.11	supply and install Fire Rated 6W Wall mount Speaker	12	ea		
2.12	Supply and install remote microphone with audio control unit	1	ea		
2.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
2.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
2.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
2.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	1000	m		
2.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	500	m		
2.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 4 :BLOCK C

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
4.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
4.2	Fire panel network card	1	ea		
4.3	Supply and install ceiling mounted addressable optical smoke detectors	86	ea		
4.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
4.5	Supply and install wall mounted addressable sounder with flash strobe	8	ea		
4.6	Supply and install wall mounted addressable manual call points (break glass units)	8	ea		
4.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	2200	m		
4.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	1100	m		
4.9	Supply and install Loop Isolators	4	ea		
4.10.	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
4.11	supply and install Fire Rated 6W Wall mount Speaker	12	ea		
4.12	Supply and install remote microphone with audio control unit	1	ea		
4.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
4.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
4.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
4.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	1000	m		
4.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	500	m		
4.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 5 : BLOCK D

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
5.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
5.2	Fire panel network card	1	ea		
5.3	Supply and install ceiling mounted addressable optical smoke detectors	61	ea		
5.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
5.5	Supply and install wall mounted addressable sounder with flash strobe	10	ea		
5.6	Supply and install wall mounted addressable manual call points (break glass units)	8	ea		
5.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	1400	m		
5.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	700	m		
5.9	Supply and install Loop Isolators	4	ea		
5.10	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
5.11	supply and install Fire Rated 6W Wall mount Speaker	11	ea		
5.12	Supply and install remote microphone with audio control unit	1	ea		
5.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
5.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
5.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
5.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	700	m		
5.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	350	m		
5.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 6 : BLOCK E

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
6.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
6.2	Fire panel network card	1	ea		
6.3	Supply and install ceiling mounted addressable optical smoke detectors	8	ea		
6.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
6.5	Supply and install wall mounted addressable sounder with flash strobe	7	ea		
6.6	Supply and install wall mounted addressable manual call points (break glass units)	8	ea		
6.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	660	m		
6.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	330	m		
6.9	Supply and install Loop Isolators	4	ea		
6.10.	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
6.11	supply and install Fire Rated 6W Wall mount Speaker	5	ea		
6.12	Supply and install remote microphone with audio control unit	1	ea		
6.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
6.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
6.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
6.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	400	m		
6.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	200	m		
6.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 7 : BLOCK F

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
7.1	Supply and install a 2-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
7.2	Fire panel network card	1	ea		
7.3	Supply and install ceiling mounted addressable optical smoke detectors	141	ea		
7.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
7.5	Supply and install wall mounted addressable sounder with flash strobe	18	ea		
7.6	Supply and install wall mounted addressable manual call points (break glass units)	18	ea		
7.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	3000	m		
7.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	1500	m		
7.9	Supply and install Loop Isolators	6	ea		
7.10.	Provision for the connection of the fire panels to the main panel, including cabling, trunking and excavation where necessary	1	sum		
7.11	Programmable relay for lifts and HVAC interface	2	ea		
PA SYSTEM					
7.12	supply and install Fire Rated 6W Wall mount Speaker	19	ea		
7.13	Supply and install remote microphone with audio control unit	1	ea		
7.14	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
7.15	Supply and install DVD audio player to play pre recorded messages	1	ea		
7.16	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
7.17	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	700	m		
7.18	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	350	m		
7.19	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 8 : BLOCK G

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
8.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
8.2	Fire panel network card	1	ea		
8.3	Supply and install ceiling mounted addressable optical smoke detectors	43	ea		
8.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
8.5	Supply and install wall mounted addressable sounder with flash strobe	7	ea		
8.6	Supply and install wall mounted addressable manual call points (break glass units)	7	ea		
8.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	500	m		
8.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	250	m		
8.9	Supply and install Loop Isolators	4	ea		
8.10	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
8.11	supply and install Fire Rated 6W Wall mount Speaker	6	ea		
8.12	Supply and install remote microphone with audio control unit	1	ea		
8.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
8.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
8.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
8.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	400	m		
8.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	200	m		
8.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 9 :BLOCK H

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
9.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
9.2	Fire panel network card	1	ea		
9.3	Supply and install ceiling mounted addressable optical smoke detectors	51	ea		
9.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
9.5	Supply and install wall mounted addressable sounder with flash strobe	9	ea		
9.6	Supply and install wall mounted addressable manual call points (break glass units)	9	ea		
9.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	690	m		
9.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	345	m		
9.9	Supply and install Loop Isolators	4	ea		
9.10.	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
9.11	supply and install Fire Rated 6W Wall mount Speaker	4	ea		
9.12	Supply and install remote microphone with audio control unit	1	ea		
9.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
9.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
9.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
9.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	260	m		
9.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	130	m		
9.18	Supply and install Any additdional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 10 : BLOCK I

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
10.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
10.2	Fire panel network card	1	ea		
10.3	Supply and install ceiling mounted addressable optical smoke detectors	37	ea		
10.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
10.5	Supply and install wall mounted addressable sounder with flash strobe	6	ea		
10.6	Supply and install wall mounted addressable manual call points (break glass units)	7	ea		
10.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	400	m		
10.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	200	m		
10.9	Supply and install Loop Isolators	4	ea		
10.10.	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
10.11	supply and install Fire Rated 6W Wall mount Speaker	6	ea		
10.12	Supply and install remote microphone with audio control unit	1	ea		
10.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
10.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
10.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
10.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	1000	m		
10.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	500	m		
10.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
11.1	Supply and install a 2-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
11.2	Fire panel network card	1	ea		
11.3	Supply and install ceiling mounted addressable optical smoke detectors	107	ea		
11.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
11.5	Supply and install wall mounted addressable sounder with flash strobe	12	ea		
11.6	Supply and install wall mounted addressable manual call points (break glass units)	9	ea		
11.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	2215	m		
11.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	1175	m		
11.9	Supply and install Loop Isolators	4	ea		
11.10.	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
11.11	supply and install Fire Rated 6W Wall mount Speaker	6	ea		
11.12	Supply and install remote microphone with audio control unit	1	ea		
11.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
11.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
11.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
11.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	700	m		
11.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	350	m		
11.18	Supply and install Any addidtional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 12 : BLOCK K

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
12.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
12.2	Fire panel network card	1	ea		
12.3	Supply and install ceiling mounted addressable optical smoke detectors	29	ea		
12.4	Supply and install ceiling mounted addressable thermal heat detectors	0	ea		
12.5	Supply and install wall mounted addressable sounder with flash strobe	5	ea		
12.6	Supply and install wall mounted addressable manual call points (break glass units)	6	ea		
12.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	500	m		
12.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	250	m		
12.9	Supply and install Loop Isolators	4	ea		
12.10.	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
12.11	supply and install Fire Rated 6W Wall mount Speaker	8	ea		
12.12	Supply and install remote microphone with audio control unit	1	ea		
12.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
12.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
12.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
12.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	300	m		
12.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	150	m		
12.18	Supply and install Any additional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 13 : BLOCK L

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
FIRE DETECTION					
13.1	Supply and install a 1-loop addressable fire control panel including power supply, 18Ah sealed battery backup and all other accessories	1	ea		
13.2	Fire panel network card	1	ea		
13.3	Supply and install ceiling mounted addressable optical smoke detectors	17	ea		
13.4	Supply and install ceiling mounted addressable thermal heat detectors	2	ea		
13.5	Supply and install wall mounted addressable sounder with flash strobe	5	ea		
13.6	Supply and install wall mounted addressable manual call points (break glass units)	5	ea		
13.7	Supply and install fire rated PH30 , 2 core, 1mm stranded cable - RED- Fire detection	250	m		
13.8	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	150	m		
13.9	Supply and install Loop Isolators	4	ea		
13.10	Programmable relay for lifts and HVAC interface	1	ea		
PA SYSTEM					
13.11	supply and install Fire Rated 6W Wall mount Speaker	4	ea		
13.12	Supply and install remote microphone with audio control unit	1	ea		
13.13	Supply and install lockable 600x600mm wall mount equipment cabinet and accessories	1	ea		
13.14	Supply and install DVD audio player to play pre recorded messages	1	ea		
13.15	Supply and install 4-Zone Amplifier, 240 Watt	1	ea		
13.16	Supply and install PH30 , 2 core, 1mm stranded cable (500m) - White- PA system	100	m		
13.17	Supply and install 25mm diameter PVC conduit + accessories (round box, clips, screws)	80	m		
13.18	Supply and install Any additdional equipment required for a complete PA system	1	sum		
TOTAL					

Bill No. 14:General

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
14.1	Removal of all existing old fire detection and alarm system components and hauling the same for proper disposal by the contractor to a designated location.	1	sum		
14.2	Preparation of surface area. Installation, integration, testing and commissioning of fire detection and alarm system as per scope of work and specifications	1	sum		
14.3	PA system installation, integration, testing and Commissioning	1	sum		
14.4	Maintenance and Operators Manuals - all systems	1	ea		
14.5	Provide on-site end-user training, Administrators, Facility Managers and Maintenance personnel	1	sum		
14.6	Connection of Fire panels, amplifiers, audio players, micorphones to the eletrcical DB boards. Including the provision of wiring, conduits and breakers.	-	PC sum	-	R 150,000.00
14.7	Charge required by contractor on sub item 14.6 above	R 150,000.00	%		
14.8	Link to Fire Bregade	1	sum		
TOTAL					

SECTION 3: MECHANICAL BILL

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 055573

ZWELISHA SAPS PROVINCIAL OFFICE

SCHEDULE OF QUANTITIES

SUMMARY OF FIRE SERVICES SCHEDULE OF PRICES



REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE R/UNIT	AMOUNT R	c
	1.0	Bill no 1: Preliminary and general					
	2.0	Bill no 2: Fire Hydrants, Hose Reels and Portable Fire extinguishers					
	4.0	Subtotal					
Total for Fire Installation to be carried to Final Summary							

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 055573

ZWELITSHA SAPS PROVINCIAL OFFICE

SCHEDULE OF QUANTITIES

BILL NUMBER: 1 - PRELIMINARY AND GENERAL



REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R/UNIT	R c
	1.0	PRELIMINARY AND GENERAL				
	1.1	Note: All items shall be priced for whatever cost may be considered necessary for Preliminary and General items to carry out the Fire Protection installations in full. This bill must be read and completed in conjunction with specifications and drawings.				
	1.1.1	Site establishment over and above the main contractor	Sum	1		
	1.1.2	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	1		
	1.1.3	Instructing and training the employer's staff to operate the system and equipment prior to hand-over.	Sum	1		
	1.1.4	Provision of full maintenance of the system and equipment for 12 months after practical completion. Service sheets are to be submitted after every service.	Sum	1		
	1.1.5	Arrange and facilitate fire inspection and fire certificate from local fire department	Sum	1		
	1.1.6	Test and commission entire fire installation as required by SANS 10400 and SANS 10287	Sum	1		
Total for Bill 1 - Preliminary and General carried to summary page						

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 055573

ZWELITSHA SAPS PROVINCIAL OFFICE

SCHEDULE OF QUANTITIES

BILL NUMBER: 2 - FIRE HYDRANTS, HOSE REELS AND PORTABLE FIRE EXTINGUISHERS



REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R/UNIT	R c
2.0		FIRE HYDRANTS, HOSE REELS AND PORTABLE FIRE EXTINGUISHERS				
2.1		Fire hose reels				
2.1.1		Supply and install Fire Hose Reels (30m long) swing type c/w chromium plated 25mm valve and 32mm valve, connection, fittings, fixings and dial type (100mm) glycerine filled pressure gauge with union and isolating valve suitable for systems working pressure.	No	16		
2.1.2		Investigate and rectify lack of water in hose reels	No	10		
2.1.3		Supply and install lockable PVC cabinets for outdoor hose reels	No	2		
2.2		Fire hydrants				
2.2.1		Supply and Install Indoor Fire Hydrant c/w take-off, piping, connection, fittings, valves of gunmetal and of the instantaneous female outlet type with screwed or flanged pipe connections. Right-angled valves with 80mm internal diameter hose connections shall be fitted, unless other valve types or internal diameters are required by the local fire department.	No	12		
2.2.2		Supply and Install Outdoor Fire Hydrants complete with all components included as specified on drawing C5751-C02 (Fire hydrant details)	No	3		
2.2.3		Supply 30 m lay flat hoses c/w fittings to fit existing/new outdoor hydrants	No	27		
2.2.4		Supply and install lockable PVC cabinets for lay flat hoses for outdoor hydrants	No	9		
2.2.5		Investigate and rectify lack of water in fire hydrants	No	1		
2.2.6		Supply fire hydrant key (spanner)	No	9		
2.3		Supply and install a replacement gauge for booster connection.	No	1		
2.4		Paintwork				
		<i>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</i>				
2.4.1		Removing existing paint from hydrant for adequate bonding of corrosion protective paint works - to engineer satisfaction (No of hydrants with fittings to mainline pipework)	No	8		
		<i>Brickwork or Concrete Surfaces Two coats extremely durable UV-resistant, washable pure acrylic emulsion sheen paint</i>				
2.4.2		Supply and Paintworks - Fire Hydrant Anchor Block - Golden Yellow - Water based	m2	15		
		<i>Metal Surfaces One coat water based primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on galvanised steel</i>				
2.4.3		Supply and Paintworks - Fire Hydrant Signal Red Paint	m2	5		

		Total carried to next page			
		Total carried from previous page			
2.5	Supply and Install SANS 62-1/2 class medium steel piping. Pipes shall be free of rust, flakes or other defects and shall be cleaned internally before installation. The pipework shall be c/w Victaulic connections, hangers, supports, fittings and all necessary accessories. 25NB and 32ND piping to be screwed. All fire piping is to be painted singal red.				
2.5.1	Ø100	m	52		
2.5.2	Ø40	m	10		
2.5.3	Ø32	m	10		
2.5.4	Ø25	m	10		
2.5.5	Ø15	m	10		
2.5.6	Unions - 100mm	No	8		
2.5.7	Unions - 40mm	No	5		
2.5.8	Unions - 32mm	No	5		
2.5.9	Unions - 25mm	No	5		
2.5.10	Elbows - 100mm	No	20		
2.5.11	Elbows - 40mm	No	8		
2.5.12	Elbows - 32mm	No	8		
2.5.13	Elbows - 25mm	No	8		
2.5.14	Equal Tees - 100 mm	No	10		
2.5.15	Equal Tees - 40 mm	No	5		
2.5.16	Equal Tees - 32 mm	No	5		
2.5.17	Equal Tees - 25 mm	No	5		
2.5.18	Concentric Reducer- 100/40	No	5		
2.5.19	Concentric Reducer- 40/32	No	5		
2.5.20	Concentric Reducer- 40/25	No	5		
2.5.21	Concentric Reducer- 32/25	No	5		
2.5.22	Barrel nipples - 25NB	No	5		
2.5.23	Supply and install dial type (100mm) glycerine filled pressure gauge with union and isolating valve suitable for system working pressure together with a bleed valve for hydrants on second floors	No	4		
2.6	Supply and Install Portable Fire Extinguishers c/w wall brackets and accessories, following sizes:				
2.6.1	4.5kg Dry Powder Fire Extinguisher	No	28		
2.6.2	5kg CO2 Fire Extinguisher	No	3		
2.7	Painting and labelling of all fire pipework as per SANS 10252 and SANS 10140.				
2.7.1	Ø100	m	52		
2.7.2	Ø40	m	10		
2.7.3	Ø32	m	10		
2.7.4	Ø25	m	10		
2.7.5	Ø15	m	10		
2.8	Flushing of pipework and pressure testing as per SANS 10287 and 10252	Sum	1		
2.9	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.				
2.9.1	Escape signage with directional arrow	No	117		
2.9.2	Hose reel signage with direction arrow	No	6		
2.9.3	Hose reel and extinguisher signage with directional arrow	No	91		
2.9.4	Exit sign	No	19		
2.9.5	Hydrant signage with stand post	No	8		
2.9.6	Extinguisher with directional arrow	No	8		
2.9.7	Hydrant with directional arrow	No	24		
2.9.8	Booster connection with directional arrow, with stand post	No	1		
2.9.9	Emergency assembly point, with stand post	No	5		

	2.9.10	Hydrant, hose reel and extinguisher signage with directional arrow	No	3		
		Total carried to next page				
		Total carried from previous page				
	2.9.11	Lay flat hose with directional arrow	No	9		
	2.10	HDPE adaptor to SANS 1123 1600/3 flange for connection to battery limit/valve sets including welding, corrosion protection and gasket. all wrapped in Denzo wrap throughout underground portion to suit 100 NB galvanised steel pipe.	No	4		
	2.11	Denzo wrap	No	10		
	2.12	Servicing of fire equipment				
	2.12.1	Fire extinguishers	No	115		
	2.12.2	Fire hose reels	No	47		
	2.12.3	Fire hydrants	No	20		
	2.12.4	Fire booster	No	1		
	2.13	Find and repair any leaks in fire protection pipe network	No	10		
Total for Bill 2 - Fire Hydrants, Hose Reels and Portable Fire Exringishers carried to summary page						

SECTION 4: CIVIL WORK BILL

DESCRIPTION	AMOUNT
Site Clearance	
Excavation	
Earthworks	
Formwork	
Concrete and Reinforcement	
Brickwork	
Waterproofing	
Fire Hydrants & Hose Reel	
Hydrant and Hose Reel External Pipework	
General	
Sub-Total	
TOTAL AMOUNT TO BE CARRIED TO BOQ FINAL SUMMARY	

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 055573

ZWELISHA SAPS PROVINCIAL OFFICE

SCHEDULE OF QUANTITIES

SUMMARY OF FIRE SERVICES SCHEDULE OF PRICES



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

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R/UNIT	R
1	Item 1: Preliminaries and General				
	<i>Note:</i> <i>All items shall be priced for whatever cost may be considered necessary for Preliminary and General items to carry out the Fire Protection installations in full. This bill must be read and completed in conjunction with specifications and drawings.</i>				
1.1	Site establishment over and above the main contractor	Sum	Sum		
1.2	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	Sum		
2	Item 2: Site Clearance				
	<u>Demolish and remove off site existing</u>				
2.1	Topsoil up to 100mm	m2	30		
2.2	Reinforced concrete thick. up to 200mm	m2	10		
2.3	Brickwork thick. up to 230mm	m2	10		
2.4	Allow the amount stated for unforeseen civil related demolishing works	No	1		
3	Item 3: Excavation				
3.1	<u>Excavation in earth not exceeding 2m deep</u>				
3.1.1	Trench	m3	165		
3.1.2	Holes	m3	36		
3.2	<u>Extra over bulk excavation in earth for excavation in</u>				
3.2.1	Soft rock	m3	21		
3.2.2	Hard rock	m3	11		
4	Item 4: Earthworks				
	<u>Backfilling, level and compact bottom of excavations to 90% Mod AASHTO density</u>				
4.1	Sides of foundation brick walls	m3	2		

4.2	Bottoms and sides of basement excavation for water tank platform	m3	115		
4.3	<u>Extra over all excavations for carting away</u>				
4.3.1	Surplus material from excavations and/or stockpile on site to a dumping site to be located by the contractor	m3	30		
4.4	<u>Imported Material</u>				
4.4.1	Neatly trim in-situ subgrade to final level and compact to 93% MOD AASHTO density to accept layer works	m3	220		
4.4.2	Imported G7 Selected fill blanket to pipe trenches compacted to 95% Mod AASHTO density	m3	55		
4.4.3	Selected granular filling in bedding under and filling around pipes	m3	75		
4.4.4	50mm Sand filling supplied by the contractor in bedding under and filling around pipes	m3	27		
4.5	<u>De-watering of seepage water and water from other sub-soil sources</u>				
4.5.1	Provide pump with minimum 500 litre/hour capacity at 3m head, including maintenance and removal	Sum	1		
4.6	Allow the amount stated for additional soil testing by the Engineer	No	1		
5	Item 5: Formwork				
5.1	Rough formwork to side (Degree of accuracy II)	m2	50		
5.2	Smooth formwork to side (Degree of accuracy II)	m2	10		
5.3	Wood finish including screeding (according to engineer specifications)	m2	50		
5.4	Steel finish including screeding (according to engineer specifications)	m2	50		
6	Item 6: Concrete and Reinforcement				
6.1	Unreinforced 15MPa/19mm concrete	m3	10		
6.2	Reinforce 25MPa/19mm concrete	m3	5		
6.3	Blinding layer minimum 50mm thickness - Grade 15MPa	m3	2		
6.4	Non shrink cementitious grout mix	m3	0.2		
6.5	Minimum 10mm smooth plaster finish	m2	20		
6.7	<u>Reinforcement</u>				
6.7.1	Surface bed	t	1		
6.8	Thrust block	t	1		

6.6.1	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	5	
7	Item 7: Brickwork			
7.1	230mm brick wall	m2	15	
7.2	<u>Brick reinforcement</u>			
7.2.1	Brick reinforcement 150mm wide built into brick walls with sufficient laps at end joints, angles and intersections	m	80	
8	Item 8: Waterproofing			
8.1	<u>One layer 375 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape</u>			
8.1.1	Under surface beds	m2	25	
9	Item 9: Fire Hydrants & Hose Reel			
	<u>Supply and install medium grade, seamless galvanised mild steel pipework complete with pipe supports and accessories as specified and shown on the drawings. All pipework shall be painted signal red.</u>			
9.1	Investigate and rectify lack of water in fire hydrants	No	1	
9.2	Service booster connection and external hydrants	No	10	
9.3	Supply and install a replacement gauge for booster connection.	No	1	
9.4	200mm in denso tape	No	10	
9.5	Supply and Install Fire Hydrants complete with all components included as specified on drawing C5751-C02 (Fire hydrant details)	No	3	
9.6	Supply and install Fire Hose Reels (30m long) swing type c/w chromium plated 25mm valve and 32mm valve, connection, fittings, fixings and dial type (100mm) glycerine filled pressure gauge with union and isolating valve suitable for systems with	No	2	
9.7	Supply and install Fire Hose Reel Double Door Closed Back Cabinet; Material: Fibre Glass; With Labeling, Tube Type Key.	No	2	
9.8	Fire Hydrant Key (spanner)	No	9	
10	Item 10: Hydrant and Hose Reel External Pipework			
	<u>Pricing for pipework, fittings and equipment shall include a rate for supply and installation of the product. specifications as indicated on design drawings</u>			

10.1	<u>Supply and Install SANS 62-1/2 class medium steel piping. Pipes shall be free of rust, flakes or other defects and shall be cleaned internally before installation. The pipework shall be c/w Victaulic connections, hangers, supports, fittings and all necessary accessories.</u>			
10.1.1	32mm Ø Galvanised Pipe	m	5	
10.1.2	80mm Ø Galvanised Pipe	m	15	
10.1.3	100mm Ø Galvanised Pipe	m	15	
10.1.4	80mm Ø Galvanised pipe x 90° bend	No	9	
10.1.5	80mm Ø Galvanised pipe x cast iron hydrant tee	No	9	
10.1.6	80mm Ø Galvanised pipe x galvanised flange adapter	No	9	
10.1.7	100mm Ø Galvanised pipe x 90° bend	No	6	
10.1.8	80mm Ø Galvanised union adapter	No	5	
10.1.9	100mm Ø Galvanised union adapter	No	5	
10.2	<u>Supply, lay, butt weld jointing and bed complete as per PN16, SABS IS04427 approved solid wall HDPE (high density polythylene) to specification and remove internal welding bead and inspect with camera for pipes of nominal diameter:</u>			
10.2.1	110mm Ø HDPE Class PN16 pipe	m	180	
10.2.2	110mm Ø HDPE Class PN16 x 90° bend	No	12	
10.2.3	110mm Ø HDPE Class PN16 x 45° bend	No	3	
10.2.4	110mm Ø HDPE Class PN16 x 22.5° bend	No	2	
10.2.5	110mm Ø HDPE Class PN16 x 11.25° bend	No	2	
10.2.6	110mm Ø HDPE Class PN16 equal tee	No	14	
10.2.7	110mm - 32mm Ø HDPE Class 16 reducing tees	No	2	
10.2.8	110mm - 50mm Ø HDPE Class 16 reducing tees	No	6	
10.2.9	110mm Ø Non return valve	No	2	
10.2.10	100mm Ø Brass Gate Valve with fittings to 110 mm HDPE Pipe	No	6	
10.3	110mm Ø uPVC to 100mm Ø Galvanised pipe adapter	No	8	

11	Item 11: Paintwork			
	<u>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</u>			
11.1	Removing existing paint from hydrant for adequate bonding of corrosion protective paint works - to engineer satisfaction (No of hydrants with fittings to mainline pipework)	No	8	
11.2	<u>Brickwork or Concrete Surfaces</u> <u>Two coats extremely durable UV-resistant, washable pure acrylic emulsion sheen paint</u>			
11.2.1	Supply and Paintworks - Fire Hydrant Anchor Block - Golden Yellow - Water based	m2	15	
11.3	<u>Metal Surfaces</u> <u>One coat water based primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on galvanised steel</u>			
11.3.1	Supply and Paintworks - Fire Hydrant Signal Red Paint	m2	5	
12	Item 12: General			
	<u>Valve chamber</u>			
12.1	740 x 740mm, 115mm Brick wall valve chamber not exceeding 1m deep internally with in-situ material laid on top of 150mm thick concrete surface beds on top of gravel embedded with mortar around valve well compacted to 90% Mod AASHTO density, with 320 x 440 x 300 fill, 100mm diameter fibre cement collar pipe, 100mm dia +A338 meter circular cast iron valve box, the valve box 100mm top part of the collar embedded in 3560 x 350 x 225mm thick 25Mpa/19mm mass concrete top rendered smooth, with frame and cover coated with two coats approved bituminous preservative solution, including all filling and compaction.	No	4	

12.2	<u>Fench and water meter cover</u>				
12.2.1	30 x 30 x 5 cast in angle with fish tail lugs @ 300 centres complete	m	4		
12.2.2	Square tube (100mm x 100mm x 2mm)	m	12		
12.2.3	Angle Iron (30mm x 30mm x 3mm)	m	12		
12.2.4	Angle Iron (50mm x 50mm x 5mm)	m	12		
12.2.5	Rawl Bolt (10mm dia x 100mm)	No	80		
12.2.6	600 x 600mm x 82kg TYPE 9B Cast iron manhole cover and frame	No	1		
12.3	<u>Land Surveyor</u>				
12.3.1	Survey of the site to be executed by a registered land surveyor to be nominated by the principal agent	Sum	1		
12.3.2	Allowance for general attendance and information required	Sum	1		
12.4	<u>CCTV Scans</u>				
12.4.1	CCTV scans of existing pipeline to be nominated by the principal agent	Sum	1		
TOTAL AMOUNT TO BE CARRIED TO SUMMARY					

T2.2 Returnable Documents required for tender evaluation purposes

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-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			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

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

Note:

- * 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-15.2: 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			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S OFFICES: REPLACEMENT OF FAULTY FIRE ALARM		
Tender / Quotation no:	PE01/2023	Reference no:	14/1/3/1/6418/5110
Closing date:	03 OCTOBER 2023		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **20**

September 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



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 Breakdown Allocation of Specific Goals Points



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

Table 1

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

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



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

Table 2

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

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



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

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

Table 3

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

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

- of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>



**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
2) I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date."		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group

Breakdown below as per the definition in the table above)

- o Black Youth % _____ %
- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %
- o Black Military Veterans % _____ %



Select applicable

4) Based on the Financial Statements / Management Accounts and other information available on the latest financial year-end of ____/____/____, (format: day/month/year) the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

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

Project title:	ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S OFFICES: REPLACEMENT OF FAULTY FIRE ALARM		
Tender / quotation no:	PE01/2023	Closing date:	03 OCTOBER 2023
Advertising date:	08 SEPTEMBER 2023	Validity period:	120 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: **PE01/2023**

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