

4

PW 1544



## **DEPARTMENT OF PUBLIC WORKS**

**HIV/AIDS**

**SPECIFICATION**

**OCTOBER 2004**

## **SECTION**

### **HIV/AIDS SPECIFICATION**

#### **HIV/AIDS REQUIREMENTS**

##### **1 SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

##### **2 DEFINITIONS AND ABBREVIATIONS**

###### **2.1 Definitions**

**Service Provider:** The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

**Service Provider Workshop Plan:** A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

**Worker:** Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

###### **2.2 Abbreviations**

- HIV : Human Immunodeficiency Virus.
- AIDS : Acquired Immune Deficiency Syndrome.
- STI : Sexually Transmitted Infection.

##### **3 BASIC METHOD REQUIREMENT**

###### **3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.**

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

## **4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING**

### **4.1 Workshops**

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the

learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

## 4.2 Recommended practice

### 4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

### 4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

### 4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

#### 4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

#### 4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found;
2. Describe how HIV/AIDS can be transmitted;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

#### 4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

## Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection;
2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

## Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection;
2. Report on why voluntary testing is important;
3. Report on why pre- and post-test counselling is important.

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

## Assessment Criteria:

1. List and describe ways to manage HIV/AIDS;
2. Describe nutritional needs of people living with HIV/AIDS;
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
4. Explain the need for counselling and support to people living with HIV/AIDS.

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

## Assessment Criteria:

1. Discuss anti-retroviral therapy;
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
4. Describe post exposure prophylactics.

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

## Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace;
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

#### **4.3 Displaying of plastic laminated posters and distribution of information booklets**

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

#### **5 PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

#### **6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

#### **7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION**

- 7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

7.2 The Awareness Champion shall be responsible for:

7.2.1 Liaising with the Service Provider on organising awareness workshops;

7.2.2 Filling condom dispensers and monitoring condom distribution;

7.2.3 Handing out information booklets;

7.2.4 Placing and maintaining posters.

## **8 MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

### SCHEDULE A

#### HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: \_\_\_\_\_

Name of Departmental Project Manager: \_\_\_\_\_

Please refer to HIV/AIDS Programme activities during the reporting period

| Tick the block if Contractor satisfactorily complied with specifications |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
|--|----|---|---|---|----|---|---|---|----|---|---|---|----|---|---|---|---|---|---|---|
| DATE   | PI |   |   |   | PI |   |   |   | PI |   |   |   | PI |   |   |   |   |   |   |   |
|  | D  | D | M | M | D  | D | M | M | D  | D | M | M | D  | D | M | M | D | D | M | M |
| Programme implemented within 14 days of site handover                    |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Awareness champion on site   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| HIV/AIDS awareness service provider report                               |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Male condom dispenser  |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Sufficient male condoms available  |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Male condom dispenser in a highly trafficked area                        |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Female condom dispenser  |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Sufficient female condoms available                                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Female condom dispenser in a highly trafficked area                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| All four types of posters displayed                                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Posters in a good condition  |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Posters in a highly trafficked area                                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Posters displayed on local support services: clinic & VCT centre         |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Support service poster/s in highly trafficked area                       |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |
| Support service poster/s in a good condition                             |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |   |   |   |   |



| <i>Please indicate the applicable number for the reporting period</i> |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
| Workers on payroll (at PI)  |  |  |  |  |  |  |  |
| Sub-Contractors who will be on site for longer than 30 days (at PI)   |  |  |  |  |  |  |  |
| Workshop attendees  |  |  |  |  |  |  |  |
| Number of workshops held  |  |  |  |  |  |  |  |
| Scheduled workshops according to approved workshop plan               |  |  |  |  |  |  |  |
| Booklets distributed  |  |  |  |  |  |  |  |
| Male condoms distributed  |  |  |  |  |  |  |  |
| Female condoms distributed  |  |  |  |  |  |  |  |

\_\_\_\_\_  
Representative/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) \_\_\_\_\_ to (ccyy/mm/dd) \_\_\_\_\_

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

\_\_\_\_\_  
Representative/Agent

\_\_\_\_\_  
Departmental Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SCHEDULE B

### HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) \_\_\_\_\_ to (ccyy/mm/dd) \_\_\_\_\_

Number of workshops conducted in reporting period: \_\_\_\_\_

Number of scheduled workshops according to approved workshop plan: \_\_\_\_\_

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

\_\_\_\_\_  
Service Provider

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED**

| <i>Fill in the applicable information with regard to each workshop conducted</i> |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
|--|-----|---|---|---|-----|---|---|---|-----|---|---|---|-----|---|---|---|-----|---|---|---|-----|---|---|---|---|---|---|
| DATE   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   |   |   |   |
|  | D   | D | M | M | D   | D | M | M | D   | D | M | M | D   | D | M | M | D   | D | M | M | D   | D | M | M | D | D | M |
| <b>Content of workshop:</b><br>(Mark the content included)                       |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| SLO1   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| SLO2   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| SLO3   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| SLO4   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| SLO5   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| SLO6   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| SLO7   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| HIV/AIDS in<br>construction video  |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| Indicate the duration of the<br>workshop in hours                                |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| Total number of Workers  |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
| Indicate workshop venue  |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
|  |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |
|  |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |   |   |   |



**SCHEDULE C**

**CONTRACTOR HIV/AIDS PROGRAMME REPORT**

Project name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract value of project: R\_\_\_\_\_

Department of Public Works Project Manager: \_\_\_\_\_

HIV/AIDS Programme duration: (ccyy/mm/dd) \_\_\_\_\_ to (ccyy/mm/dd) \_\_\_\_\_

**AWARENESS MATERIAL**

Describe location of posters displayed during the programme: \_\_\_\_\_

\_\_\_\_\_

Comments on posters: \_\_\_\_\_

Indicate total number of booklets distributed: \_\_\_\_\_

Comments on booklets: \_\_\_\_\_

\_\_\_\_\_

**CONDOMS**

Indicate total number of male condoms distributed: \_\_\_\_\_

Indicate total number of female condoms distributed: \_\_\_\_\_

Describe where male condom dispenser was placed: \_\_\_\_\_

Describe where female condom dispenser was placed: \_\_\_\_\_

**HIV/AIDS WORKSHOPS**

Indicate the total number of HIV/AIDS workshops conducted: \_\_\_\_\_

Indicate the duration of workshops: \_\_\_\_\_

Indicate the total number of Workers that participated in the HIV/AIDS workshops: \_\_\_\_\_

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry:  
\_\_\_\_\_

Comments on HIV/AIDS workshops on site: \_\_\_\_\_

\_\_\_\_\_

**GENERAL**

Briefly describe programme activities and satisfaction with outcome: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

|     |    |                          |
|-----|----|--------------------------|
| Yes | No | Currently developing one |
|-----|----|--------------------------|

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss  
Reactive TB  
Hair loss  
Severe tiredness

Coughing or chest pain  
Pain when swallowing  
Persistent fever  
Diarrhoea

Vomiting  
Meningitis  
Memory loss  
Pneumonia

Number of HIV/AIDS-related deaths: \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Departmental Project Manager**

\_\_\_\_\_  
**Date**



**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**  
**VOLUME 3 – THE CONTRACT (THIS DOCUMENT)**

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: .....**

**SEPTEMBER 2023**



## **VOLUME 3: CONTRACT**

## **Part C1: Agreement and Contract Data**

## **C1.2 Contract Data**

## DPW-05: (EC) CONTRACT DATA - GCC 2015: 3<sup>RD</sup> EDITION

|                       |   |                |        |   |
|-----------------------|---|----------------|--------|---|
| <b>Project title:</b> | <b>ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S OFFICES:<br/>REPLACEMENT OF FAULTY FIRE ALARM</b> |                |        |   |
| <b>Tender no:</b>     | PE01/2023   | <b>WCS no:</b> | 055573 | <b>Reference no:</b> 14/1/3/1/6418/5110 |

|  |  |
|--|--|
|  | <p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p><b>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</b></p> <p><b>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</b></p> <p>Copies of these conditions of contract may be obtained through <a href="http://www.saice.org.za">www.saice.org.za</a>.</p> |
|--|--|

|  |  |
|--|--|
|  | <p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE ( Contract Data [1.1.1.8])</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to <b>GCC Third Edition (2015)</b> documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as 'not applicable' but not left blank.</b> Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in <i>[ ]</i> brackets</p> |
|--|--|

### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1.1.35]

|   |  |
|---|--|
| <b>Works description</b>  | Refer to document <b>PG01.1 (EC) – Scope of Works</b> for detailed description |
| <p>The following scope of works for the electrical services was decided based on the site findings:</p> <ul style="list-style-type: none"> <li>• Decommissioning of existing fire detection and alarm system</li> <li>• Supply and installation of fire detection devices, manual call points, beacons and sounders.</li> <li>• Supply and installation of the global repeater control panels.</li> <li>• Supply and installation of public address system.</li> <li>• Wiring of the newly installed fire alarm system and detection system,</li> <li>• Supply and install additional fire hydrants (internal) and hose reels including underground and external</li> </ul> |  |

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**A 2.0 Site [1.1.1.29]**

|                    |   |
|--------------------|---|
| Erf / stand number | Farm No. 2208   |
| Site address       | Zwelitsha Provincial SAPS Commissioner's Office (Griffiths Mxenge Building) |
| Township / Suburb  | Zwelitsha   |
| City / Town        | King Williams Town  |
| Province           | Eastern Cape  |
| Local authority    | Buffalo City Municipality   |
| GPS Coordinates    | -32.90814,27.4159   |

**A 3.0 EMPLOYER AND ITS REPRESENTATIVE**

**A 3.1 Employer:**

|  |   |            |                |
|--|---|------------|----------------|
| Official Name of Organ of State / Public Sector Body | Government of the Republic of South Africa in its Department of Public Works & Infrastructure |            |                |
| Business registration number                         | Not applicable  | VAT number | Not applicable |
| E-mail   | zinzi.ntanjana@dpw.gov.za   | Telephone  | 041 408 2012   |
| Postal address                                       | Private Bag X 3913<br>North End<br>GQEBERHA<br>6056   |            |                |
| Physical address                                     | Eben Donges Building, Corner Roberts and Hancock Street<br>North End<br>GQEBERHA<br>6056      |            |                |

**A 3.2 Employer's Representative:**

|                  |  |                  |              |
|------------------|--|------------------|--------------|
| Name             | Ms. Zinzi Ntanjana   | Telephone number | 041 408 2012 |
| E-mail           | zinzi.ntanjana@dpw.gov.za  | Mobile number    | 082 814 8864 |
| Postal address   | Private Bag X 3913<br>North End<br>GQEBERHA<br>6056                                      |                  |              |
| Physical address | Eben Donges Building, Corner Roberts and Hancock Street<br>North End<br>GQEBERHA<br>6056 |                  |              |

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|              |                                   |                   |                              |
|--------------|-----------------------------------|-------------------|------------------------------|
| <b>A 4.0</b> | <b>Employers Agent/s</b>          |                   |                              |
| <b>A 4.1</b> | <b>Principal Agent [1.1.1.16]</b> | <b>Discipline</b> | Construction Project Manager |

|                       |  |                  |                    |
|-----------------------|--|------------------|--------------------|
| Name                  | Department of Public Works and Infrastructure  |                  |                    |
| Legal entity of above | Government Department  | Contact person   | Ms. Zinzi Ntanjana |
| Practice number       |  | Telephone number | 041 408 2012       |
| Country               | South Africa   | Mobile number    | 082 814 8864       |
| E-mail                | zinzi.ntanjana@dpw.gov.za  |                  |                    |
| Postal address        | Private Bag X 3913<br>North End<br>GQEBERHA<br>6056                                      |                  |                    |
| Physical address      | Eben Donges Building, Corner Roberts and Hancock Street<br>North End<br>GQEBERHA<br>6056 |                  |                    |

|              |                         |                   |                     |
|--------------|-------------------------|-------------------|---------------------|
| <b>A 4.2</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> | Mechanical Engineer |
|--------------|-------------------------|-------------------|---------------------|

|                       |   |                  |                       |
|-----------------------|---|------------------|-----------------------|
| Name                  | Department of Public Works and Infrastructure   |                  |                       |
| Legal entity of above | Department of Public Works and  | Contact person   | Mr. Slade Hodge/ Siya |
| Practice number       |   | Telephone number | 041 408 2381          |
| Country               |   | Mobile number    | 083 305 8131          |
| E-mail                | <a href="mailto:Slade.hodge@dpw.gov.za">Slade.hodge@dpw.gov.za</a> / <a href="mailto:Siyabonga.tokwe@dpw.gov.za">Siyabonga.tokwe@dpw.gov.za</a> |                  |                       |
| Postal address        | Private Bag X 3913<br>North End<br>GQEBERHA<br>6056   |                  |                       |
| Physical address      | Eben Donges Building, Corner Roberts and Hancock Street<br>North End<br>GQEBERHA<br>6056  |                  |                       |

|              |                         |                   |                     |
|--------------|-------------------------|-------------------|---------------------|
| <b>A 4.3</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> | Electrical Engineer |
|--------------|-------------------------|-------------------|---------------------|

|                       |   |                  |                   |
|-----------------------|---|------------------|-------------------|
| Name                  | Department of Public Works and Infrastructure   |                  |                   |
| Legal entity of above | Department of Public Works and  | Contact person   | Mr. Elias Mhlongo |
| Practice number       |   | Telephone number | 012 492 2154      |
| Country               |   | Mobile number    | 068 511 7414      |
| E-mail                | Elias.mhlongo@dpw.gov.za  |                  |                   |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code                       |                  |                   |
| Physical address      | Department of Public Work Head Office, CGO Building<br>Pretoria<br>Pretoria<br>insert postal code |                  |                   |

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|              |                         |                   |                |
|--------------|-------------------------|-------------------|----------------|
| <b>A 4.4</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> | Civil Engineer |
|--------------|-------------------------|-------------------|----------------|

|                       |   |                  |                 |
|-----------------------|---|------------------|-----------------|
| Name                  | Department of Public Works and Infrastructure                                 |                  |                 |
| Legal entity of above | Department of Public Works and  | Contact person   | Mr. Feddie Lotz |
| Practice number       |   | Telephone number | 012 406 1082    |
| Country               |   | Mobile number    | 066 190 6312    |
| E-mail                | Freddie.lotz@dpw.gov.za   |                  |                 |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |                 |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |                 |

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 4.5</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

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

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 4.6</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

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

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|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 4.7</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

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

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 4.8</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

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

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 4.9</b> | <b>Agent [1.1.1.16]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

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



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**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1.1.2]**

|   |           |
|---|-----------|
| Bills of quantities: System / Method of measurement | SANS 1200 |
|---|-----------|

**B 2.0 Law, regulations and notices [1.3.2]**

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Law applicable to the works [1.3.2] | Law of the Republic of South Africa |
|-------------------------------------|-------------------------------------|

**B 3.0 Offer and acceptance [1.1.1.20]**

|  |                    |
|--|--------------------|
| Currency applicable to this agreement [1.1.1.20] | South African Rand |
|--|--------------------|

**B 4.0 Documents [1.1.1.7]**

|  |          |
|--|----------|
| The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom   | Employer |
| Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities) | 3        |

| Documents comprising the agreement  | Page numbers |
|---|--------------|
| GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)                   | 125          |
| DPW-05: (EC): GCC 2015: 3RD EDITION   | 30           |
| The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION                              | 46           |
| Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD] | N/A          |
| Drawings as per drawing register issued with the tender   | As issued    |
| Specifications issued with the tender   | 82           |
| Schedules issued with the tender  |              |
| Bills of Quantities issued with the tender  | 22           |
| Addenda as issued during tender stage, if applicable  | As issued    |
|   |              |
|   |              |
|   |              |
|   |              |
|   |              |

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**B 5.0 Employer's agents [3.0]**

**Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD] ]**

**Principal Agent**  
**Electrical, Mechanical, Civil Engineers**

**Principal agent's and agents' interest or involvement in the works other than a professional interest**

**B 6.0 Insurances [8.6]**

| <b>Insurances by contractor</b>   |  |                                |                |
|---|--|--------------------------------|----------------|
| NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT. |  |                                |                |
|   | The Contract Price [8.6.1.1.1] New Works<br>With a deductible not exceeding 5% of each and every claim [8.6.2]   | Contract sum plus 10%          | Applicable     |
| Or  | The Contract Price [8.6.1.1.1]<br>Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]                            | Contract sum plus 10%          | Applicable     |
| Or  | The Contract Price [8.6.1.1.1]<br>Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]   | Contract sum plus 10%          | Not Applicable |
|   | Plant and materials supplied by the Employer [8.6.1.1.2]   | R Eng / PQS to determine value | Not Applicable |
|   | Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3] | R Eng / PQS to determine value | Not Applicable |
|   | Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance  | R Eng / PQS to determine value | Not Applicable |
|   | Special Risks Insurance issued by Sasria [8.6.1.2]   | R Eng / PQS to determine value | Select         |

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|  |                                |                |
|--|--------------------------------|----------------|
| Public liability insurance [8.6.1.3]   | R 5 000 000                    | Applicable     |
| Ground support insurance [8.6.1.4]   | R                              |                |
| Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors           | R                              |                |
| <b>Other insurances [8.6.1.5]</b>  |                                |                |
| Free issue where applicable, to be included in the contract works insurance  | R Eng / PQS to determine value | Not Applicable |
| Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]] | R Eng / PQS to determine value | Not Applicable |
| Other insurances: If applicable, description 1:  | R Eng / PQS to determine value |                |
|  |                                |                |
| Other insurances; If applicable, description 2:  | R Eng / PQS to determine value |                |
|  |                                |                |

**B 7.0 Obligations of the employer**

|   |            |
|---|------------|
| Existing premises will be in use and occupied [5.4.1 & 5.4.2]<br>If applicable, description:<br>The buildings will be fully operational and occupied during construction period.                        | Applicable |
| Restriction of working hours [5.8]<br>If applicable, description:<br>During working hours unless otherwise arrangements are done prior and agreed with the User Client.                                 | Applicable |
| Natural features and known services to be preserved by the contractor [4.7]<br>If applicable, description:<br>Existing electrical, civil and fire services.   | Applicable |
| Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]<br>If applicable, description:<br>Areas with delicate SAPS information, to be identified during construction stage | Applicable |

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|  |        |   |                |
|--|--------|---|----------------|
| Supply of free issue of material and goods [8.6.1.1.2] | Amount | R | Not Applicable |
| If applicable, description:                            |        |   |                |

**B 8.0 Subcontractors [4.4]**

|                  |  |
|------------------|--|
| Applicable       | If applicable, description of specialisation |
| Specialisation 1 | Mechanical                                   |
| Specialisation 2 | Electrical                                   |
| Specialisation 3 | Civil  |
| Specialisation 4 |  |
| Specialisation 5 |  |

**B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]**

|                         |  |
|-------------------------|--|
| Not Applicable          | If applicable, description of sections |
| Section 1               |  |
| Section 2               |  |
| Section 3               |  |
| Section 4               |  |
| Section 5               |  |
| Section 6               |  |
| Remainder of the works. |  |

**B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]**

**B 10.1 Contract Period**

**Contract period:** Period in **months** as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

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|   |                  |
|---|------------------|
| <b>The contract period is determined as follows (Period/s indicated in months):</b>   |                  |
| Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent  | 21 days          |
| Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent   | N/A              |
| Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including <b>Practical Completion</b> , as indicated below [1.1.1.14, 5.4.1, 5.14.1] | <b>10 months</b> |
| Period to achieve <b>Completion</b> [5.14.4]  | 1 month          |
| Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]   | 12 months        |
| <b>Total Contract Period</b>  | <b>24 months</b> |

**B10.2 Construction Period for completion of the Works as a whole**

|  |                |
|--|----------------|
| <b>Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1]</b> The time for achieving Practical Completion of the whole of the Works is <b>measured from the date of Access to and Possession of the site (5.4.1)</b> by the <b>contractor</b> inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> . | Applicable     |
| The date for practical completion for the works as a whole shall be the period in <b>months</b> as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]   | 10 months      |
| Notification period for inspection in <b>working days</b> by the principal agent.  | 5 working days |
| <b>Penalty amount</b> per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]  | R 160.00       |
| <b>Penalty amount</b> per calendar day for late <b>Practical Completion</b> , excluding VAT. [5.13].   | R 1 600.00     |
| <b>Penalty amount</b> per calendar day for <b>late Completion</b> [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.  | R 480.00       |
| <b>Penalty amount</b> per calendar day for <b>late Final Completion</b> (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.   | R 240.00       |

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**B10.3 Construction Period for completion of the Works in portions**

| Construction period and Practical completion for portions of the Works [5.14.7]  |   |   |   |   | Not Applicable |   |
|--|---|---|---|---|----------------|---|
| Portions of the Works in sections:   | 1 | 2 | 3 | 4 | 5              | 6 |
| Notification period for inspection by the principal agent in <b>working days</b> .   |   |   |   |   |                |   |
| The date for practical completion shall be the period in <b>months</b> as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]   |   |   |   |   |                |   |
| The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [5.4.1, 12.2.7; 24.1] |   |   |   |   | 10 months      |   |
| Penalty for late Practical Completion, <b>if completion in sections is required</b> , excluding VAT [5.13]   |   |   |   |   |                |   |
| The penalty amount per day for failing to complete <b>section 1</b> of the Works is:   |   |   |   |   | R              |   |
| The penalty amount per day for failing to complete <b>section 2</b> of the Works is:   |   |   |   |   | R              |   |
| The penalty amount per day for failing to complete <b>section 3</b> of the Works is:   |   |   |   |   | R              |   |
| The penalty amount per day for failing to complete <b>section 4</b> of the Works is:   |   |   |   |   | R              |   |
| The penalty amount per day for failing to complete <b>section 5</b> of the Works is:   |   |   |   |   | R              |   |
| The penalty amount per day for failing to complete <b>section 6</b> of the Works is:   |   |   |   |   | R              |   |
| The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:   |   |   |   |   | R              |   |
| <b>Penalty amount</b> per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.  |   |   |   |   |                |   |
| Penalty amount per calendar day for <b>late Completion</b> [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT  |   |   |   |   |                |   |
| Penalty amount per calendar day for <b>late Final Completion</b> (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT   |   |   |   |   |                |   |

**B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]**

| Criteria to achieve Practical Completion not covered in the definition of practical completion |   |
|--|---|
| 13.1   | Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate |
| 13.2   | All relevant CoCs   |
| 13.3   | All guarantees  |





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|       |   |
|-------|---|
| 13.4  | Training on electrical, security and mechanical installations if contractually required           |
| 13.5  | Maintenance / operating manuals   |
| 13.6  | CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation |
| 13.7  |   |
| 13.8  |   |
| 13.9  |   |
| 13.10 |   |

### B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

| Applicable | If applicable, description of applicable elements                                     |
|------------|---|
| 14.1       | All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.) |
| 14.2       | Mechanical equipment (e.g. pumps including switchgear, etc.)                          |
| 14.3       | Landscaping including automated systems (irrigation)                                  |
| 14.4       | Electrical equipment (e.g. emergency generators, electronic switchgear, etc..)        |
| 14.5       | Security system/s (e.g. Access control, Intruder alarm, etc.)                         |
| 14.6       | Air conditioning system and plant   |
| 14.7       | Fire Alarm, fire detection system, fire protection system                             |
| 14.8       |   |
| 14.9       |   |
| 14.10      |   |



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**B 13.0 Payment [6.10]**

|  |                                  |
|--|----------------------------------|
| Date of month for issue of regular payment certificates Refer [6.10.1] | 25 <sup>th</sup>                 |
| Contract price adjustment / cost fluctuations [6.8.2]                  | Not Applicable                   |
| If yes, method to calculate [6.8.2 [CD]]                               | Contract price adjustment factor |
| Employer shall pay the contractor within: Refer [6.10.4 [CD]]          | Thirty (30) calendar days        |

**B 14.0 Dispute resolution [10.5 [CD]]**

|                         |  |
|-------------------------|--|
| <b>Mediation</b>        | YES  |
| Name of nominating body | Association of Arbitrators (Southern Africa) |
| Appointment of Mediator | State Attorney                               |
| <b>Litigation</b>       | Court with Jurisdiction                      |



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**B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3<sup>RD</sup> EDITION**

| CONTRACT SPECIFIC DATA  |  |
|---|--|
| The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract: |  |
| CLAUSES   | COMPULSORY DATA  |
| 1.1.1.8   | Amend Clause 1.1.1.8 to include the word “rights” to read as follows:<br><br>“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.   |
| 1.1.1.9   | Add to Clause 1.1.1.9 the following:<br><br>“If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons:<br><br>(a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;<br><br>(b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and<br><br>(c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.”  |
| 1.1.1.13  | Amend Clause 1.1.1.13 as follows:<br><br>“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.<br><br>Defects Liability Period is: <b>12 months</b> .<br><br>The Defects Liability Period for the works shall commence on the calendar day following the date of 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 and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion. |
| 1.1.1.14  | Amend Clause 1.1.1.14 as follows:<br><br>“Due Completion Date” means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).   |
| 1.1.1.15  | The name of the Employer: Refer to A 3.1 [CD]  |
| 1.1.1.16  | The name of the Employer’s Representative: Refer to A 3.2 [CD]   |
| 1.1.1.17  | The name of the Employer’s Agent: Refer to A 4.0 and B 5.0 [CD]  |



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| 1.1.1.20   | Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form or Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"   |
| 1.1.1.21.A | <b>Add new Clause 1.1.1.21.A</b><br><br>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. |
| 1.1.1.27   | This Pricing Strategy is a: <b>Re-measurement Contract.</b>  |
| 1.1.1.31   | Not applicable to this Contract.   |
| 1.1.1.35   | Insert the definition of "Value of Works" as Clause 1.1.1.35:<br><br>"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.   |
| 1.1.1.36   | Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36:<br><br>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].<br><br>A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.  |
| 1.1.1.37   | <b>Add new Clause 1.1.1.37</b><br><br>Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.   |
| 1.2.3.     | Replace Clause 1.2.3. with the following:<br><br>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].  |
| 1.2.6      | <b>Add new Clause 1.2.6</b><br><br>The priority of the documents shall be in accordance with the following sequence:<br><br>(a) The Form of Offer and Acceptance and the signed Schedule of Deviations,<br>(b) Contract Data,<br>(c) These General Conditions of Contract,<br>(e) Scope of Work, and<br>(f) Pricing Data   |
| 1.3.4      | Not applicable to this Contract.   |

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| 1.3.5 | <p>Replace Clause 1.3.5 with the following:</p> <p>(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 will be handed over to the Employer on request 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.</p> <p>(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 will 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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> |
| 1.3.7 | <p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>  |
| 3.2.3 | <p>Add to Clause 3.2.3 the following:</p> <p>1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> in respect of the following, unless same has been approved by the employer:</p> <p>(a) Appointment of Subcontractors – clause 4.4.4;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5;</p> <p>(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(d) Suspension of the Works – clause 5.11.2;</p> <p>(e) Final Payment Certificate – clause 6.10.9;</p>   |

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|         | <p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer’s Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer’s Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer’s Agent authority in respect thereof:</p> <p><b>Clause 6.10.9 – Amend to read as follows:</b></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).</p> <p>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><b>Clause 10.1.5 – Amend to read as follows:</b></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 regarded as rejected by the Employer.</p> <p>5. Insert the following under 3.2.3:</p> <p>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.</p> |
| 3.3.2.1 | <p>Amend Clause 3.3.2.1 to insert the word “plant” to read as follows:</p> <p>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>  |



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| 3.3.2.2.3 | Add to Clause 3.3.2.2.3 the following:<br>All oral communication must be reduced into writing to be binding on the parties.   |
| 3.3.2.2.4 | Add to Clause 3.3.2.2.4 the following:<br>All oral communication must be reduced into writing to be binding on the parties.   |
| 3.3.3.2   | Amend Clause 3.3.3.2 to insert the word “plant” to reads as follows:<br>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 thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.  |
| 4.4.4     | Ref Clause 3.2.3.   |
| 4.4.6     | Not applicable to this Contract.  |
| 4.8.2.1   | Amend Clause 4.8.2.1 to include the word “person”, as follows:<br>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   |
| 4.8.2.2   | Amend Clause 4.8.2.2 to include “Employer” and “contractors”, as follows:<br>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,   |
| 4.12.3    | Add to Clause 4.12.3 the following:<br>All oral communication must be reduced into writing to be binding on the parties.  |
| 5.3.1     | Add to Clause 5.3.1:<br>The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> <li>• Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3)</li> <li>• Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6)</li> <li>• Security (C1.0, Clause 6.2)</li> <li>• Insurance/s (B6, Clause 8.6)</li> <li>• <i>insert other requirements</i></li> <li>• insert other requirements</li> <li>• insert other requirements</li> </ul> |
| 5.3.2     | Add to Clause 5.3.2:<br>The time to submit the documentation required before commencement with Works execution is: <b>21 calendar days.</b>   |
| 5.4.2     | Add to Clause 5.4.2:<br>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <b>“not exclusive”</b> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:<br>Areas with SAPS delicate/classified information.   |

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| 5.6.2.2  | <p>Replace Clause 5.6.2.2 with the following:</p> <p>The sequence, timing of activities and resources for carrying out the Works.</p>   |
| 5.6.2.7  | <p>Add the following to Clause 5.6.2.7:</p> <p>Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.</p>   |
| 5.8.1    | <p>Add the following to Clause 5.8.1:</p> <p>The non-working days are: <b>Saturdays and Sundays</b></p> <p>The special non-working days are: <b>Public Holidays and the year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)</b></p>  |
| 5.9.1    | <p>Amend Clause 5.9.1 as follows:</p> <p>On the Commencement Date, the Engineer 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 cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>   |
| 5.11.2   | Ref Clause 3.2.3  |
| 5.12     | Ref Clause 3.2.3  |
| 5.12.2.2 | <p>Amend Clause 5.12.2.2 as following:</p> <p>"Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."</p>  |
| 5.13.1   | <p>Add the following to Clause 5.13.1:</p> <p>The penalty for failing to complete the Works: Refer to B10 CD</p>  |
| 5.14.1   | <p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>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 receiving such 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.</p> |
| 5.14.4   | <p>Add the following to Clause 5.14.4:</p> <p>Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day.</p> <p>Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.</p>  |
| 5.16.1   | Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.  |

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| 5.16.2    | <p>Amend Clause 5.16.2 as follows:</p> <p>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 Employer's Agent and/or the Employer.</p>  |
| 5.16.3    | <p>The latent defect period for all works is: <b>5 years</b></p>  |
| 6.2.1     | <p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p>   |
| 6.2.3     | <p>Amend Clause 6.2.3 as follows:</p> <p>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.</p>  |
| 6.3.1     | <p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the <b>Practical Completion</b>, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p>   |
| 6.5.1.2.3 | <p>The percentage allowance to cover overhead charges is <b>33%</b>, except on material cost where the percentage allowance is <b>10%</b>.</p>  |
| 6.8.2     | <p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are:<br/> a = 0.25. (Labour)<br/> b = 0.3 (Contractor's equipment)<br/> c = 0.3 (Material)<br/> d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:<br/> a = 0.35 (Labour)<br/> b = 0.20 (Contractor's equipment)<br/> c = 0.35 (Material)<br/> d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is <b>insert name of urban area</b>.<br/> <i>(Select urban area from Statistical News Release, P0141, Table A)</i></p> <p>The applicable industry for the Construction Material Price Index for materials / plant is <b>insert name of industry</b>.<br/> <i>(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</i></p> <p>The area for the Producer Price Index for fuel is <b>insert name of area</b>.<br/> <i>(Select the area from Statistical News Release, P0142.1, Table 1.)</i></p> <p>The base month is <b>insert month insert year</b>. <i>(The month prior to the closing of the tender.)</i></p> |

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| 6.8.3    | Price adjustments for variations in the costs of special materials are not allowed.  |
| 6.9.1    | <p>Replace Clause 6.9.1 with the following:</p> <p>“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.</p>   |
| 6.10.1   | <p>Add at end of Clause 6.10.1</p> <p>The contractor shall provide the Employer’s Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information:</p> <ul style="list-style-type: none"> <li>(a) Monthly Local content report,</li> <li>(b) 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)</li> <li>(c) Tax Invoice</li> <li>(d) Labour intensive report</li> <li>(e) Contract participation goal reports</li> <li>(f) Updated construction programme</li> <li>(g) Revised cash flows</li> </ul>   |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is: <b>85 %</b> .   |
| 6.10.3   | The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.   |
| 6.10.4   | Replace “28 days” with “30 days” provided all required documents including an invoice have been submitted and are correct in all respects.   |
| 6.10.5   | <p>Replace Clause 6.10.5 with the following:</p> <p><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</u>, 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.</p> <p><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)</u>, 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 the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>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)</u>, 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.</p> |



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| 6.10.6.2  | Replace Clause 6.10.6.2 with the following:<br>"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".<br>(1.1.1.21.A).  |
| 6.10.9    | Ref Clause 3.2.3.  |
| 7.2.1     | 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. |
| 7.5.3     | Add the following to Clause 7.5.3<br>"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".  |
| 7.9.1     | Insert the following at the end of Clause 7.9.1:<br>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.   |
| 8.2.2.1   | Insert the following as a second paragraph to Clause 8.2.2.1:<br>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.   |
| 8.3.1.10  | Replace Clause 8.3.1.10 with the following:<br>"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".   |
| 8.4.3     | Add the following as Clause 8.4.3:<br>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, replace and/or repair such property and to execute the Works.   |
| 8.6.1     | Replace Clause 8.6.1 with the following:<br>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] 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]  |
| 8.6.1.1.1 | Ref B6.0 CD for value of insurance.  |
| 8.6.1.1.2 | Ref B6.0 CD for value of insurance.  |

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| 8.6.1.1.3 | Ref B6.0 CD for value of insurance.  |
| 8.6.1.3   | Amend Clause 8.6.1.3 as follows:<br><br>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 fulfilment 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     | Not applicable to this Contract.   |
| 8.6.6     | Replace Clause 8.6.6 with the following:<br><br>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.  |
| 8.6.7     | Replace Clause 8.6.7 with the following:<br><br>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.  |
| 8.6.8     | <p><b>Add new Clause 8.6.8.</b></p> <p><b>HIGH RISK INSURANCE</b></p> <p>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:</p> <p>(1) <b>Damage to the Works</b></p> <p>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.</p> <p>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, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) <b>Injury to Persons or Loss of or damage to Properties</b></p> <p>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 above.</p> <p>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</p> |

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|           |   |
|-----------|---|
|           | <p>immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has 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, if requested to do so.</p> <p>(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.</p> |
| 9.1.1     | Ref Clause 3.2.3  |
| 9.1.2.1   | Ref Clause 3.2.3  |
| 9.1.4     | <p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"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"</p>  |
| 9.1.5     | <p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>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: "</p>   |
| 9.1.5.5   | Not applicable to this Contract.  |
| 9.1.6     | Not applicable to this Contract.  |
| 9.2.1     | Ref Clause 3.2.3  |
| 9.2.1.3.9 | <p><b>Add new Clause 9.2.1.3.9:</b></p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p>  |
| 9.2.4     | <p>Add the following as Clause 9.2.4:</p> <p>In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.</p>  |

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|          |   |
|----------|---|
| 9.3.2.2  | <p>Replace Clause 9.3.2.2 with the following:</p> <p>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 on termination of the contract by any party.</p>   |
| 9.3.2.3  | Not applicable to this Contract.  |
| 9.3.3    | <p>Add the following at the end of Clause 9.3.3</p> <p>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.</p> <p>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.</p> |
| 10.1.3.1 | <p>Replace Clause 10.1.3.1 with the following:</p> <p>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, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p> |
| 10.1.3.6 | <p>Replace Clause 10.1.3.6 with the following:</p> <p>The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.</p>  |
| 10.1.4   | Ref Clause 3.2.3.   |
| 10.1.5   | Ref Clause 3.2.3.   |
| 10.1.6   | <p><b>Add new Clause 10.1.6:</b></p> <p>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.</p>   |
| 10.1.3.6 | <p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence oof or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute in prejudiced by such nor-recording of the facts.</p>  |
| 10.2.1   | <p>Replace Clause 10.2.1 with the following:</p> <p>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.</p>  |



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|         |  |
|---------|--|
| 10.2.2  | <p>Replace Clause 10.2.2 with the following:</p> <p>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.</p>                               |
| 10.2.3  | <p>Ref clause 3.2.3.</p>   |
| 10.3.2  | <p>Replace Clause 10.3.2 with the following:</p> <p>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.</p>  |
| 10.3.3  | <p>Replace Clause 10.3.3 with the following::</p> <p>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 in terms of a mediation decision or court judgement.</p>   |
| 10.4.2  | <p>Replace Clause 10.4.2 with the following:</p> <p>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.</p>   |
| 10.4.4  | <p>Replace Clause 10.4.4 with the following:</p> <p>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.</p>          |
| 10.5    | <p>Replace Clause 10.5 with the following:</p> <p>The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>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 mediator and related expenses.</p> |
| 10.6    | <p>Not applicable to this Contract.</p>  |
| 10.7    | <p>Not applicable to this Contract.</p>  |
| 10.10.3 | <p>Replace Clause 10.10.3 with the following:</p> <p>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.</p>  |

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## B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

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

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**PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:**

**C TENDERER'S SELECTIONS**

**C 1.0 Securities [11.0]**

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

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

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

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

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

|   |                |
|---|----------------|
| Guarantee for payment by employer [11.5.1; 11.10]                                 | Not applicable |
| Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3] | Not applicable |

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

**Contractor's selection**

Select Option A or B

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

**Payment methods**

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

**Lump sum contract**

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

**C 3.0 Adjustment of preliminaries [26.9.4]**

**Lump sum contract**

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

**Contractor's selection**

Select Option A or B

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

**Provision of particulars**

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

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



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### Adjustment methods

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

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

### Failure to provide particulars within the period stated

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

## **C1.3 Form of Guarantee**

## DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3<sup>rd</sup> Edition (2015)

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

### FOR ATTENTION

**THE REGIONAL MANAGER**  
Private Bag 3913  
**GQEBERHA**  
**6056**

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **PE01/2023**, for the **ZWELITSHA PROVINCIAL SAPS COMMISSIONER’S OFFICES: REPLACEMENT OF FAULTY FIRE ALARM** (hereinafter referred to as the “**contract**”) for the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ), (hereinafter referred to as the “**contract sum**”).  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor’s** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor’s** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
  - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer’s** opinion and sole discretion):
  - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;  
or

**Tender no: (Insert Tender Number)**

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
- 4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
- 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
- 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
- 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
- 8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2 (c) above.
- 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

**SIGNED AT** \_\_\_\_\_ **ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20**\_\_\_\_\_

**AS WITNESS**

1. \_\_\_\_\_

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

**By and on behalf of**

\_\_\_\_\_

\_\_\_\_\_

**(insert the name and physical address of the guarantor)**

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
**(duly authorised thereto by resolution attached marked Annexure A)**

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

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



## DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3<sup>rd</sup> Edition (2015)

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

### FOR ATTENTION

**THE REGIONAL MANAGER**  
Private Bag X 3913  
**GQEBERHA**  
**6056**

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3<sup>rd</sup> Edition (2015)

- With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **PE01/2023**, for the **ZWELITSHA PROVINCIAL SAPS COMMISSIONER’S OFFICES: REPLACEMENT OF FAULTY FIRE ALARM** (hereinafter referred to as the “**contract**”), for the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ), (hereinafter referred to as the “**contract sum**”).  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby representing \_\_\_\_\_ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R \_\_\_\_\_ ( \_\_\_\_\_ ) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer’s** opinion and sole discretion):
  - the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;  
or
  - the **contractor’s** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
- Subject to the above, but without in any way detracting from the **employer’s** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: *insert Contract / Tender No*

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

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESS**

1. \_\_\_\_\_

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

**By and on behalf of**

\_\_\_\_\_  
\_\_\_\_\_

(insert the name and physical address of the guarantor)

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
(duly authorised thereto by resolution attached marked Annexure A)

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

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

## **Part C2: Pricing Data**



## **C2.1 Pricing Instructions**

## PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3<sup>rd</sup> Edition (2015)

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

### C2.1 Pricing Assumptions

#### C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

#### C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

#### C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

#### C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

#### C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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

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

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

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

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

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

#### **C2.1.6 VALUE ADDED TAX**

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

#### **C2.1.7 CORRECTION OF ENTRIES**

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

### **C2.1.8 ARITHMETICAL ERRORS**

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

### **C2.1.9 CONTRACT DOCUMENTS**

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

### **C2.1.10 UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

|                      |   |                         |
|----------------------|---|-------------------------|
| No.                  | = | Number                  |
| %                    | = | Percent                 |
| Sum                  | = | Lump sum                |
| PCsum                | = | Prime cost sum          |
| Prov sum             | = | Provisional sum         |
| m <sup>3</sup> .km   | = | Cubic metre - kilometre |
| Km-pas               | = | kilometre - pass        |
| m <sup>2</sup> .pass | = | square metre – pass     |

### **C2.1.11 TRADE NAMES**

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

### **C2.1.12 CONTRACT DOCUMENTS**

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

### **C2.1.13 PAYMENTS**

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

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

### **C2.1.14 ACCOMMODATION ON SITE**

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



## C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

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

## C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

### C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. T Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

**The Minimum Targeted Enterprise Development Contract Participation Goal is *not applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

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

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

### C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

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

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

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative

on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

#### Payment

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

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

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

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

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

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

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

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

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

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

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



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

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

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

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

**Table 3: The notional cost of providing training opportunities per quarter**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

| Type of Training Opportunity         | Provision for stipends (Unemployed learners only) | Provisions for mentorship | Provisions for additional costs* | Total costs         |                   |
|--------------------------------------|---|---------------------------|----------------------------------|---------------------|-------------------|
|                                      |   |                           |                                  | Unemployed learners | Employed learners |
| <b>Method 1</b>                      |   |                           |                                  |                     |                   |
| Occupational qualification           | R7 000  | R0                        | R9 000                           | R16 000             | R9 000            |
| <b>Method 2</b>                      |   |                           |                                  |                     |                   |
| TVET College graduates               | R14 000   | R0                        | R9 000                           | R23 000             | N/A               |
| Apprenticeship                       | R14 000   | R0                        | R12 000                          | R26 000             | R12 000           |
| <b>Method 3</b>                      |   |                           |                                  |                     |                   |
| P1 and P2 learners                   | R24 000   | R20 000                   | R4 500                           | R48 500             | N/A               |
| <b>Method 4</b>                      |   |                           |                                  |                     |                   |
| Candidates with a 3 year diploma     | R37 000   | R20 000                   | R4 500                           | R61 500             | R20 000           |
| Candidates with 4 year qualification | R47 000   | R20 000                   | R4 500                           | R71 500             | R20 000           |

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.

**Example: Training Target Calculation for a R65,7m GB contract**

|                     |  |
|---------------------|--|
| Contract amount     | R65 700 000  |
| Contract duration   | 12 Months  |
| CSDG                | 0,50%  |
| Minimum CSDG target | 0,50% x R65 700 000 = R328 500 (Minimum requirement) |

| Skills Types   | Number of learners | Notional Cost / Learner / Quarter | Notional cost/learner/year | Total Notional Cost over 12 months Contract |
|--|--------------------|-----------------------------------|----------------------------|---|
| <b>Method 2:</b><br>Workplace learning opportunities, with unemployed TVET graduates | 1                  | R23 000                           | R92 000                    | R92 000                                     |

|   |   |         |          |          |
|---|---|---------|----------|----------|
| <b>Method 3:</b><br>Candidacy for an unemployed learner with a 3-year qualification | 1 | R61 500 | R246 000 | R246 000 |
| Total   | 2 |         |          | R338 000 |

#### C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

**The National Youth Service Training and Development Programme is *not applicable* to this project.**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.6.

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

#### C2.1.16.7 LABOUR-INTENSIVE WORKS

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

Where labour intensive work is specified in the Bill of Quantities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

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

#### C2.2 Submission of Accrual Reports

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

## **Part C3: Scope of Work**

## **C3 Scope of Work**

## PG-01.1 (EC) SCOPE OF WORKS – GCC 3<sup>rd</sup> Edition (2015)

|                       |   |                      |                    |
|-----------------------|---|----------------------|--------------------|
| <b>Project title:</b> | <b>ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S OFFICES:<br/>REPLACEMENT OF FAULTY FIRE ALARM</b> |                      |                    |
| <b>Tender no:</b>     | PE01/2023   | <b>Reference no:</b> | 14/1/3/1/6418/5110 |

### C3. Scope of Works

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#### C3.1 STANDARD SPECIFICATIONS

#### C3.2 PROJECT SPECIFICATIONS

##### A: GENERAL

##### PS-1 PROJECT DESCRIPTION

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

##### PS-2 DESCRIPTION OF SITE AND ACCESS

Zwelitsha Provincial SAPS Offices is located at Qonce in the Eastern Cape. The facility is the Head Office and also used as a training academy. The facility is separated into 12 blocks which are named alphabetically from A-L. Block A is used as single and married quarters for the employees and the rest of the blocks are used as offices.

| Building Name                                    | Latitude      | Longitude     | Location         |
|--|---------------|---------------|------------------|
| SAPS PROV. OFFICE EC<br>Griffiths Mxenge Complex | 32° 54' 31" S | 27° 24' 54" E | Zwelitsha, Qonce |

##### PS-3 DETAILS OF CONTRACT

General Conditions of Contract (GCC) 2015 3<sup>rd</sup> Edition

##### PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

Refer to General Conditions of Contract (GCC) 2015 3<sup>rd</sup> Edition

##### PS-5 CONSTRUCTION PROGRAMME

Refer to General Conditions of Contract (GCC) 2015 3<sup>rd</sup> Edition

Construction period is 10 Months and 12 Month liability period

##### PS-6 SITE FACILITIES AVAILABLE

The site is fully operational with Water and Electricity but the contractor to make own arrangement due to water shortages and ongoing loadshedding.

**PS-7 SITE FACILITIES REQUIRED**

Refer to General Conditions of Contract (GCC) 2015 3<sup>rd</sup> Edition

Site Ablutions, Site Office and Storage

**PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

**PS-9 OCCUPATIONAL HEALTH AND SAFETY**

A generalised Health and Safety specification has been included in the documentation.

**PS-10 ADVERSE WEATHER CONDITIONS**

Refer to General Conditions of Contract (GCC) 2015 3<sup>rd</sup> Edition

**NOTE: This is an example only. Compiler / Designer to provide the applicable contents.**

**B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS**

**C3.3 PARTICULAR SPECIFICATIONS**

**C3.4 STANDARD SPECIFICATIONS:**

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)

- Electricity Regulations Act (Act 4 of 2006)
- Occupational Health and Safety Act (Act 85 of 1993) with all regulations
- SANS 10142-1: The wiring of Premises, Part 1: Low voltage installations
- SANS 10400: Application of the National Building Act
- SANS 204: Energy Efficiency in Buildings
- SANS 10139: Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises
- SANS 10400-T: The application of the National Building Regulations Part T: Fire protection
- SANS 10114-2: Emergency lighting
- SANS 1253: Fire-doors and fire-shutters
- SANS 164: Plugs and socket-outlets systems for household and similar purposes for use in South Africa.
- Department of Public Works: General Electrical Specifications part A, B and C.
- SAPS 5 Star Specifications
- SANS 10252-1: Water supply to buildings
- SANS 10400-W: Fire installation
- SANS 10400-T: Fire protection

- SANS 10400-A: General principles and requirements
- NDPWI Specification PW325 - Manual for electrical/electronically and mechanical consulting engineers
- Guidelines for Human Settlement Planning and Design - Section J
- PW 345: Specification for Domestic and Fire Water storage.
- SANS 10252-1: 1993 “Part 1: Water Supply Installations for Buildings”
- SANS10400 Part W: Fire installation
- SANS 4427:1 General specifications for pipe
- SANS 4427:2 Pipes
- SANS 4427:3 Fittings
- SANS2001-BS1 Site clearance
- SANS2001-CC2 Concrete works (minor works)
- SANS2001-DP1 Earthworks for buried pipelines
- SANS2001-DP2 Medium pressure pipelines
- SANS2001-DP6 Below-ground water installations
- SANS1128-1: Firefighting equipment Part 1 - Components of underground and above -ground hydrant systems
- SANS558: Cast iron surface boxes and manhole and inspection covers and frames

### 3.5 PROJECT SPECIFICATIONS:

#### Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

#### 3.5.1 GENERAL

##### PS-1 PROJECT DESCRIPTION:

#### 3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

#### C3.5.3 PARTICULAR SPECIFICATIONS:

#### C3.6 STANDARD MINIMUM REQUIREMENTS



In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

- C3.61 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023

### **C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME**

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

#### **C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal**

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

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

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



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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorate targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### C3.7.2 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

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

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

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

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** of the project site,

- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometers** of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### C3.7.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

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

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

Beneficiaries will be sourced from the **insert applicable Ward/s, Municipal District, Town, City, Province** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **insert number of working days as determined by the Construction Period** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **insert applicable percentage, both in words and figures**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### C3.7.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is *not applicable* to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract, is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **insert percentage Min 5% and Max 30%** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum insert percentage Min 5% and Max 30%** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. It could be either or any combination of all Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

##### C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

- monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
- submit a project completion report to the Employer's representative for each targeted enterprise.

#### C3.7.4.2 Management

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

#### C3.7.4.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

#### C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

#### C3.7.4.5 The Key Personal

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

#### C3.7.4.6 Management Meetings

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

#### C3.7.4.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report



#### C3.7.4.8 Records

The contractor shall:

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

#### C3.7.4.9 Payment Certificates

The contractor shall:

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

#### C3.7.4.10 Compliance requirements

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

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

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

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

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

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.7.5.1 Methodology

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

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

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

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

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

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

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

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

**Table 2: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

| Type of Training Opportunity         | Provision for stipends (Unemployed learners only) | Provisions for mentorship | Provisions for additional costs* | Total costs         |                   |
|--------------------------------------|---|---------------------------|----------------------------------|---------------------|-------------------|
|                                      |   |                           |                                  | Unemployed learners | Employed learners |
| <b>Method 1</b>                      |   |                           |                                  |                     |                   |
| Occupational qualification           | R7 000  | R0                        | R9 000                           | R16 000             | R9 000            |
| <b>Method 2</b>                      |   |                           |                                  |                     |                   |
| TVET College graduates               | R14 000   | R0                        | R9 000                           | R23 000             | N/A               |
| Apprenticeship                       | R14 000   | R0                        | R12 000                          | R26 000             | R12 000           |
| <b>Method 3</b>                      |   |                           |                                  |                     |                   |
| P1 and P2 learners                   | R24 000   | R20 000                   | R4 500                           | R48 500             | N/A               |
| <b>Method 4</b>                      |   |                           |                                  |                     |                   |
| Candidates with a 3 year diploma     | R37 000   | R20 000                   | R4 500                           | R61 500             | R20 000           |
| Candidates with 4 year qualification | R47 000   | R20 000                   | R4 500                           | R71 500             | R20 000           |

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a re-measurable item.

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

#### C3.7.5.2 Management

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



- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

### **C3.7.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)**

**The National Youth Service Training and Development Programme is *not applicable* to this project.**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a payment reduction as per bill of quantities per person, excluding VAT unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

### **C3.7.7 LABOUR-INTENSIVE WORKS**

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

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of Quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

### C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

Hand excavateable material

Hand excavateable material is:

**a) granular materials:**

- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) cohesive materials:**

- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**Note**

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

| <b>Table 3: Consistency of materials when profiled</b> |  |                           |   |
|--|--|---------------------------|---|
| <b>GRANULAR MATERIALS</b>                              |  | <b>COHESIVE MATERIALS</b> |   |
| <b>CONSISTENCY</b>                                     | <b>DESCRIPTION</b>   | <b>CONSISTENCY</b>        | <b>DESCRIPTION</b>  |
| Very loose   | Crumbles very easily when scraped with a geological pick.  | Very soft                 | Geological pick head can easily be pushed in as far as the shaft of the handle.   |
| Loose  | Small resistance to penetration by sharp end of a geological pick.   | Soft                      | Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.   |
| Medium dense   | Considerable resistance to penetration by sharp end of a geological pick.                                      | Firm                      | Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade. |
| Dense  | Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation. | Stiff                     | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.  |
| Very dense   | High resistance to repeated blows of a geological pick.  | Very stiff                | Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.   |

#### **Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### **Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to ninety percent (90%) Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than ten (10%) gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **Excavation**

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

#### **Clearing and grubbing**

Grass and bushes shall be cleared by hand.

#### **Shaping**

All shaping shall be undertaken by hand.

#### **Loading**

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

#### **Haul**

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

#### **Offloading**

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

#### **Spreading**

All material shall be spread by hand.

#### **Compaction**

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

#### **Grassing**

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

#### **Stone pitching and rubble concrete masonry**

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

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

Grout shall be mixed and placed by hand.

#### **Manufactured Elements**

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

### **C3.8 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

### **C.3.9 Submission of Monthly Local Material Utilisation Report (Local Content)**

**Submission of Monthly Local Material Utilisation Report (Local Content) is *not applicable* to this project.**

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that



the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

## **Part C4: Site Information**

## **C4 Site Information**



## PG-03.1 (EC) SITE INFORMATION – GCC 3<sup>rd</sup> Edition (2015)

|                       |  |                |        |                      |                    |
|-----------------------|--|----------------|--------|----------------------|--------------------|
| <b>Project title:</b> | ZWELITSHA PROVINCIAL SAPS COMMISSIONER'S OFFICES: REPLACEMENT OF FAULTY FIRE ALARM |                |        |                      |                    |
| <b>Tender no:</b>     | PE01/2023  | <b>WCS no:</b> | 055573 | <b>Reference no:</b> | 14/1/3/1/6418/5110 |

### C4 Site Information

#### 1. GENERAL

- (a) *The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.*

#### 2. Site Location .

- (a) Zwelitsha Provincial SAPS Offices in Zwelitsha location, Zone 3, Main Road is located at Qonce in the Eastern Cape. The facility is the Head Office and also used as a training academy. The facility is separated into 12 blocks which are named alphabetically from A-L. Block A is used as single and married quarters for the employees and the rest of the blocks are used as offices.
- (b)  
Building Name: Griffiths Mxenge Complex, Zwelitsha, Qonce  
GPS Coordinates: 32° 54' 31" S 27° 24' 54" E

# DRAWINGS

[https://dpwirsamys.sharepoint.com/:f/g/personal/zinzi\\_ntanjana\\_dpw\\_gov\\_za/EiWNhPgJOqBJkkclHa6dcwkBrLul4Dd\\_8QLqK39dkx0pbA?e=9TMgmX](https://dpwirsamys.sharepoint.com/:f/g/personal/zinzi_ntanjana_dpw_gov_za/EiWNhPgJOqBJkkclHa6dcwkBrLul4Dd_8QLqK39dkx0pbA?e=9TMgmX)