

C2.2 Bills of Quantities / Lump Sum Document

Item No		Quantity	Amount
	<p><u>BILL NO 1</u></p>		
	<p><u>PRELIMINARIES</u></p>		
	<p><u>MEANING OF TERMS "TENDER / TENDERER"</u></p>		
	<p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p>		
	<p><u>PRELIMINARIES</u></p>		
	<p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".</p>		
	<p><u>PRICING OF PRELIMINARIES</u></p>		
	<p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p>		
	<p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p>		
	<p><u>SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT</u></p>		
	<p><u>DEFINITIONS</u></p>		
1	<p>A1.0 DEFINITIONS AND INTERPRETATION</p>		
	<p>Clause 1.0</p>		
	<p>Clause 1.1 Definition of "Commencement Date" is added:</p>		
	<p>COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p>		
	<p style="text-align: right;">Carried Forward</p>	R	
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Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

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

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

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

Clause 1.1 Definition of "**Corrupt Practice**" is added:

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

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

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

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

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

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

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

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"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "pre-paid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

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OBJECTIVE AND PREPARATION

2 A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value: _____ Time: _____

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3 A3.0 DOCUMENTS

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with 14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

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4	<p>A4.0 DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
5	<p>A5.0 EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
6	<p>A6.0 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
7	<p>A7.0 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
8	<p>A8.0 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
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9	<p>A9.0 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
10	<p>A10.0 WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or</p>		
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damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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measures and other steps for the protection of the **works** as he me deem necessary

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

10.7.2 Injury to persons or loss of or damage to property

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immoveable 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 movement, a mentioned above, which occurred during the period of the contract

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

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

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11	<p>A11.0 LIABILITY INSURANCES</p> <p>Clause 11.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
12	<p>A12.0 EFFECTING INSURANCES</p> <p>Clause 12.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
13	A13.0 No Clause		Item
14	<p>A14.0 SECURITY</p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calender days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calender days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p>		
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14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calender days** from **commencement date**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.7.1 The payment reduction of the value certified in a **payment certificate**

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shall be *mutatis mutandi* in terms of 31.8(B)

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

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

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

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EXECUTION

15 A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 And acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calender days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value: _____ Time: _____

Item

16 A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed: _____ Value: _____ Time: _____

Item

17 A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated and selected subcontractors**"

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18	A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed: _____ Value: _____ Time: _____		Item
19	A19.0 ASSIGNMENT Clause 19.0 Fixed: _____ Value: _____ Time: _____		Item
20	A20.0 NOMINATED SUBCONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed: _____ Value: _____ Time: _____		Item
21	A21.0 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed: _____ Value: _____ Time: _____		Item
22	A22.0 EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed: _____ Value: _____ Time: _____		Item
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23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value: _____ Time: _____ <u>COMPLETION</u>		Item
24	A24.0 PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value: _____ Time: _____		Item
25	A25.0 WORKS COMPLETION Clause 25.0 Fixed: _____ Value: _____ Time: _____		Item
26	A26.0 FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2 Fixed: _____ Value: _____ Time: _____		Item
27	A27.0 LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value: _____ Time: _____		Item
28	A28.0 SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value: _____ Time: _____		Item
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29	<p>A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
30	<p>A30.0 PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
	<u>PAYMENT</u>	
31	<p>A31.0 INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the</p>	
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employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

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

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

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

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

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

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value: _____ Time: _____

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32 A32.0 ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

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33	A33.0 RECOVERY OF EXPENSE AND LOSS Clause 33.0 Fixed:_____ Value:_____ Time:_____		Item
34	A34.0 FINAL ACCOUNT AND FINAL PAYMENT Clause 34.0 Clause 34.1 is amended by removing "#" next to 34.1 Clause 34.2 is amended by inserting "#" next to 34.2 Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1" Clause 34.13 is amended by replacing "seven (7) calender days " with "twenty-one (21) calender days " and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due" Fixed:_____ Value:_____ Time:_____		Item
35	A35.0 PAYMENT TO OTHER PARTIES Clause 35.0 Fixed:_____ Value:_____ Time:_____		Item
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CANCELLATION

36 A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value:_____ Time:_____

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37 A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value: _____ Time: _____

Item

38 A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

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39	<p>A39.0 CANCELLATION - CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>DISPUTE</u></p>	Item	
40	<p>A40.0 DISPUTE SETTLEMENT</p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>SUBSTITUTE PROVISIONS</u></p>	Item	
41	<p>A41.0 STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	Carried Forward	R	
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CONTRACT VARIABLES

42 THE SCHEDULE (DPW-04EC)

Clause 42.0

Tenders are referred to the Contract Data (DPW-04EC) for variables pertaining to this contract

Item

SECTION B - JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

43 B1.1 Definition and interpretation

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value: _____ Time: _____

Item

B2.0 DOCUMENTS

44 B2.1 Checking of documents

Fixed: _____ Value: _____ Time: _____

Item

45 B2.2 Provisional bills of quantities **YES**

Fixed: _____ Value: _____ Time: _____

Item

46 B2.3 Availability of construction documentation

Fixed: _____ Value: _____ Time: _____

Item

47 B2.4 Interest of agents

Fixed: _____ Value: _____ Time: _____

Item

48 B2.5 Priced documents

Fixed: _____ Value: _____ Time: _____

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49	<p>B2.6 Tender submission</p> <p>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>B3.0 THE SITE</p>		Item
50	<p>B3.1 Defined works area</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
51	<p>B3.2 Geotechnical investigation N/A</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
52	<p>B3.3 Inspection of the site</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>No claims for extras arising from the contractor having failed to comply with this clause will be entertained</p>		Item
53	<p>B3.4 Existing premises occupied</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
54	<p>B3.5 Previous work - dimensional accuracy</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
55	<p>B3.6 Previous work - defects</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
56	<p>B3.7 Services - known</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
57	<p>B3.8 Services - unknown</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
		Carried Forward	R
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	Brought Forward	R	
58	B3.9 Protection of trees Fixed: _____ Value: _____ Time: _____	Item	
59	B3.10 Articles of value Fixed: _____ Value: _____ Time: _____	Item	
60	B3.11 Inspection of adjoining properties Fixed: _____ Value: _____ Time: _____	Item	
	<u>B4.0 MANAGEMENT OF CONTRACT</u>		
61	B4.1 Management of the works Fixed: _____ Value: _____ Time: _____	Item	
62	B4.2 Programme for the works Fixed: _____ Value: _____ Time: _____	Item	
63	B4.3 Progress meetings Fixed: _____ Value: _____ Time: _____	Item	
64	B4.4 Technical meetings Fixed: _____ Value: _____ Time: _____	Item	
65	B4.5 Labour and plant records Fixed: _____ Value: _____ Time: _____	Item	
	<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>		
66	B5.1 Samples of materials Fixed: _____ Value: _____ Time: _____	Item	
67	B5.2 Workmanship samples Fixed: _____ Value: _____ Time: _____	Item	
	Carried Forward	R	
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	Brought Forward	R	
68	B5.3 Shop drawings Fixed: _____ Value: _____ Time: _____	Item	
69	B5.4 Compliance with manufacturers' instructions Fixed: _____ Value: _____ Time: _____	Item	
	<u>B6.0 TEMPORARY WORKS AND PLANT</u>		
70	B6.1 Deposits and fees Fixed: _____ Value: _____ Time: _____	Item	
71	B6.2 Enclosure of the works Fixed: _____ Value: _____ Time: _____	Item	
72	B6.3 Advertising Fixed: _____ Value: _____ Time: _____	Item	
73	B6.4 Plant, equipment , sheds and offices Fixed: _____ Value: _____ Time: _____	Item	
74	B6.5 Main notice board N/A Fixed: _____ Value: _____ Time: _____	Item	
75	B6.6 Subcontractors notice board N/A Fixed: _____ Value: _____ Time: _____	Item	
	<u>B7.0 TEMPORARY SERVICES</u>		
76	B7.1 Location Fixed: _____ Value: _____ Time: _____	Item	
77	B7.2 Water Fixed: _____ Value: _____ Time: _____	Item	
	Carried Forward	R	
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	Brought Forward		R	
78	B7.3 Electricity Fixed: _____ Value: _____ Time: _____	Item		
79	B7.4 Telecommunication facilities Fixed: _____ Value: _____ Time: _____	Item		
80	B7.5 Ablution facilities Fixed: _____ Value: _____ Time: _____	Item		
	<u>B8.0 PRIME COST AMOUNTS</u>			
81	B8.1 Responsibility for prime cost amounts Fixed: _____ Value: _____ Time: _____	Item		
	<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>			
82	B9.1 General attendance Fixed: _____ Value: _____ Time: _____	Item		
83	B9.2 Special attendance Fixed: _____ Value: _____ Time: _____	Item		
84	B9.3 Commissioning - fuel, water and power Fixed: _____ Value: _____ Time: _____	Item		
	<u>B10.0 FINANCIAL ASPECTS</u>			
85	B10.0 Statutory taxes, duties and levies Fixed: _____ Value: _____ Time: _____	Item		
86	B10.2 Payment of preliminaries Fixed: _____ Value: _____ Time: _____	Item		
	Carried Forward		R	
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87	<p>B10.3 Adjustment of preliminaries</p> <p>Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document"</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
88	<p>B10.4 Payment certificate cash flow</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>B11 GENERAL</p>		Item
89	<p>B11.1 Protection of the works</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
90	<p>B11.2 Protection/isolation of existing/sectionally occupied works</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
91	<p>B11.3 Security of the works</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
92	<p>B11.4 Notice before covering work</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
93	<p>B11.5 Disturbance</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
94	<p>B11.6 Environmental disturbance</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
95	<p>B11.7 Works cleaning and clearing</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
		Carried Forward	R
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		Brought Forward	R
96	B11.8 Vermin Fixed: _____ Value: _____ Time: _____		Item
97	B11.9 Overhand work Fixed: _____ Value: _____ Time: _____		Item
98	B11.10 Instruction manuals and guarantees Fixed: _____ Value: _____ Time: _____		Item
99	B11.11 As built information Fixed: _____ Value: _____ Time: _____		Item
100	B11.12 Tenant installations Fixed: _____ Value: _____ Time: _____		Item
	<u>B12 SCHEDULE OF VARIABLES</u>		
101	B12.1 Schedule of variables This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries . Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule . Key cross reference clauses are italicised in [] brackets Fixed: _____ Value: _____ Time: _____		Item
	12.1 PRE-TENDER INFORMATION		
	12.1.1 Provisional bills of quantities [2.2] The quantities are provisional YES		
	12.1.2 Availability of construction documentation [2.3] Construction documentation is complete - Bills of Quantities Only		
	Carried Forward		R
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<p>12.1.3 Interests of agents [2.4] Details: The professional team has no financial interest in this contract</p> <p>12.1.4 Defined works area [3.1] The works area is confined to existing Kenton-on-Sea SAPS site in the Eastern Cape.</p> <p>12.1.5 Geotechnical investigation [3.2] Details: No Geotechnical investigation was carried out.</p> <p>12.1.6 Existing premises occupied [3.4] Specific requirements: The existing premises are occupied and tenderer's should take cognosence thereof when pricing this document.</p> <p>12.1.7 Previous work - dimensional accuracy [3.5] Details: The accuracy of the existing building work is accepted</p> <p>12.1.8 Previous work - defects [3.6] Details: The defects are accepted</p> <p>12.1.9 Service - known [3.7] Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting</p> <p>12.1.10 Protection of trees [3.9] Specific requirements: N/A</p> <p>12.1.11 Inspection of adjoining properties [3.11] Specific requirements: None</p> <p>12.1.12 Enclosure of the works [6.2] Specific requirements: The Contractor is to safely close-off the areas where construction is taking place as to ensure the safety of pupils and staff during all hours</p> <p>12.1.13 Offices [6.4.3] Specific requirements: The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair. The office shall be kept clean and fit for use at all times.</p>		
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12.1.14 Main notice board

[6.5] Specific requirements: **N/A**

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m, per typical drawing no. W503 attached to these Bills of Quantities, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA, painted sans serif lettering.

The notice board for the EPWP is also to be erected in accordance with the forgoing board.

12.1.15 Subcontractors notice board

[6.6]	A notice board is required	NO
	Specific requirements:	NONE

12.1.16 Water

[7.2]	Option A (by contractor)	YES
	Option B (by employer - free of charge)	NO
	Option C (by employer - metered)	NO

12.1.17 Electricity

[7.3]	Option A (by contractor)	NO
	Option B (by employer - free of charge)	YES
	Option C (by employer - metered)	NO

12.1.18 Telecommunications

[7.4]	Telephone	YES
	Facsimile	No
	E-mail	YES

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12.1.19 Ablution facilities		
[7.5] Option A (by contractor)	YES	
Option B (by employer)	NO	
12.1.20 Protection of existing/sectionally occupied works		
[11.2] Protection is required	YES	
12.1.21 Special attendance		
[9.2] Subcontractor (1) details:	N/A	
Subcontractor (2) details:	N/A	
Subcontractor (3) details:	N/A	
Subcontractor (4) details:	N/A	
12.1.22 Protection of the works		
[11.1] Specific requirements: None		
12.1.23 Disturbance		
[11.5] Specific requirements:		
<p>The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</p>		
12.1.24 Environmental disturbance		
[11.6] Specific requirements:	NONE	
12.2 POST-TENDER INFORMATION		
12.2.1 Payment of preliminaries		
[10.2] Option A (prorated)	YES / NO	
Option B (calculated)	YES / NO	
12.2.2 Adjustment of preliminaries		
[10.3] Option A (three categories)	YES / NO	
Option B (detailed breakdown)	YES / NO	
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12.2.3 Additional agreed preliminaries items

Details:

SECTION C - SPECIFIC PRELIMINARIES

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

102 C1 CONTRACT DRAWINGS N/A

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

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

Fixed: _____ Value: _____ Time: _____

Item

103 C2 PREAMBLES

The document " Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za> under "Consultants Guidelines") and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and **bills of quantities**.

Fixed: _____ Value: _____ Time: _____

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104	<p>C3 TRADE NAMES</p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
105	<p>C4 IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
106	<p>C5 VIEWING THE SITE IN SECURITY AREAS</p> <p>The site is situated in a security area and the tenderer must arrange with the responsible officer of Correctional Services to obtain permission to enter the site for tendering purposes</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
107	<p>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
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108 C7 ENTRANCE PERMITS TO SECURITY AREAS

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

Fixed: _____ Value: _____ Time: _____

Item

109 C8 SECURITY CHECK OF PERSONNEL

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

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

Fixed: _____ Value: _____ Time: _____

Item

110 C9 PROHIBITION ON TAKING PHOTOGRAPHS

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

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

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C10 HIV/AIDS AWARENESS

N/A

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regards shall be entertained

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

111 C10.1 AWARENESS CHAMPION

N/A

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

Fixed: _____ Value: _____ Time: _____

Item

112 C10.2 AWARENESS WORKSHOPS

N/A

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

Fixed: _____ Value: _____ Time: _____

Item

113 C10.3 POSTERS, BOOKLETS, VIDEOS, ETC. N/A

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

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114 C10.4 ACCESS TO CONDOMS

N/A

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

Fixed: _____ Value: _____ Time: _____

Item

115 C10.5 MONITORING

N/A

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

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116 C11 OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act no 85 of 1993).

The **contractor** shall comply with all the requirements set out for compliance with the COVID regulations.

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities.

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

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

Preparation of the Contractor's site specific Health and Safety Plan
 Item 1

Fixed: _____ Value: _____ Time: _____

Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations
 Item 1

Fixed: _____ Value: _____ Time: _____

Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations
 Months 4

Fixed: _____ Value: _____ Time: _____

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C12 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employments and Conditions of Works for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the **principal agent** within 28 calendar days

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

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

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118 C13 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) N/A

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

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

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

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

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

Fixed:_____ Value:_____ Time:_____

Item

119 C14 USE OF LOCAL SMME's

It is the requirement of the **employer** that the **contractor** enhances the use of local Small, Micro and Medium Enterprises (SMME's) involved in the project. This is required to be done through the use of both traditional building techniques and **labour intensive construction techniques** careful and considered construction planning

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

(a) SMME's involvement of at least 5% of the contract value to be

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R

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R

sourced from within 50km of the project site

(b) SMME's involvement of at least 25% of the contract value to be sourced from within 400km of the project site

It is the requirement of the **employer** that the **contractor** shall **sub-contract a minimum of 30%** of their contract value to any one or more of the following categories: **N/A**

- (a) An EME or QSE
- (b) An EME or QSE which is at least 51% owned by black people
- (c) An EME or QSE which is at least 51% owned by black people who are youth
- (d) An EME or QSE which is at least 51% owned by black people who are women
- (e) An EME or QSE which is at least 51% owned by black people with disabilities
- (f) An EME or QSE which is at least 51% owned by black people living in rural or underdevelop areas or townships
- (g) A co-operative which is at least 51% owned by black people
- (h) An EME or QSE which is at least 51% owned by black people who are Military vererans

Contractors are refered to the CSD for a list of prospective sub-contractors. Contractors must ensure that their proposed sub-contractor(s) conform to the following:

1. Possess necessary accreditation where applicable;
2. Be registered with relevant bodies (CIDB, various Councils,etc.) where applicable;
3. Possess necessary capabilities to deliver the sub-contract work;
4. Meet the requirements in terms of the stipulated designated groups;
5. Geographical located at the place where the project will be delivered.

Geographical location must be determined using the following criteria:

- (a) Relevant ward, if not available;
- (b) Relevant neighbouring wards, if not available;
- (c) Relevant Local Municipality, if not available;
- (d) Relevant District Municipality, if not available;
- (e) Relevant Metro, if not available;
- (f) Relevant Province, if not available;
- (g) Relevant neighbouring Province, if not available;
- (h) Anywhere within the borders of South Africa.

The 30% should be allowcated to SMME's in the following CIDB graded catagories at the percentages specified:

CIDB Grade 2 with max. value range of R 650,000	40%
CIDB Grade 3 with max. value range of R 2,000,000	30%

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R

CIDB Grade 4 with max. value range of R 4,000,000 30%

Failure to achieve the above-mentioned 30% SMME participation goal shall result in a penalty of 3% of the contract value to be deducted by the Employer

The contractor must provide proof of agreements reached with SMME's from a list of SMME's provided by the department. These agreements are to be provided at the closing date of the tender and will form part of the contractors responsiveness criteria.

The contractor must provide all the necessary proof and documentation that the 30% SMME's participation goals have been reached.

All costs in complying with the above-mentioned requirements must be priced under this item, no additional claims whatsoever shall be entertained with regards to the above-mentioned requirements.

Fixed: _____ Value: _____ Time: _____

Item

120 C15 USE OF LOCAL BUILDING MATERIALS

Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:

(a) Such materials comply in all respects with the specific requirements of PW371

(b) The availability of such materials shall not adversely affect the desired progress of the specific works

(c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof

(d) Materials of at least 10% of the contract value to be sourced from within 50km of the project site

(e) Material of at least 20% of the contract value to be sourced from within 400km of the project site

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

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

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121

C16 : EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The **contractor** shall comply with all the requirements of the “Code of Good Practice for Employments and Conditions of Work for Special Public Works Programme” issued in terms of the “Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)” and the related “Ministerial Determination”, for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall enter into an employment agreement with all workers and provide certified copies of such agreements and Identity documents of the workers to the principal agent within 28 calendar days.

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

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

Fixed: _____ Value: _____ Time: _____

Item

Carried to Summary

R

Bill No. 1
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Item No		Quantity	Rate	Amount
<u>BILL No. 2</u>				
<u>ALTERATIONS</u>				
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill				
<u>REMOVAL OF EXISTING WORK</u>				
<u>Breaking up and removing mass concrete:</u>				
1	Surface beds and slabs	m3	1	
2	Strip footings and foundations	m3	1	
<u>Breaking down and removing brickwork, etc.:</u>				
3	Half brick walls.	m2	3	
4	One brick walls.	m2	5	
<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
5	Rainwater pipes and holderbats	m	12	
6	Eaves gutters and brackets.	m	60	
Carried to Summary				R
Bill No. 2 Alterations Professional Services NDPW & I - Port Elizabeth Regional Office				

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 3EARTHWORKS</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Nature of material to be excavated</u></p> <p>The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site</p> <p><u>SITE CLEARANCE</u></p> <p><u>Site clearance</u></p>			
1	<p>Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth</p>	m2	32	
	<p><u>REMOVAL OF TREES ETC</u></p>			
	Carried Forward			R
	<p>Bill No. 3 Earthworks Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

		Brought Forward		R
<u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>				
2	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	1	
<u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>				
3	Tree exceeding 200mm and not exceeding 500mm girth	No	1	
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
<u>EXCAVATIONS ETC</u>				
<u>Digging up topsoil</u>				
4	Digging up topsoil to an average depth of 150mm and preserving for use of filling	m2	13	
<u>Soft excavation not exceeding 2m deep</u>				
5	Trenches	m3	11	
<u>Extra over trench and hole soft excavations for</u>				
6	Soft rock	m3	1	
7	Hard rock	m3	1	
<u>Extra over excavations in earth for breaking up and removing</u>				
8	Brickwork	m3	1	
9	Unreinforced concrete	m3	1	
10	Reinforced concrete	m3	1	
		Carried Forward		R
Bill No. 3 Earthworks Professional Services NDPW & I - Port Elizabeth Regional Office				

Brought Forward			R
<u>Extra over all excavations for carting away</u>			
11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	5
<u>Risk of collapse of excavations</u>			
12	Sides of trench and hole excavations not exceeding 1,5m deep	m2	3
<u>Keeping excavations free from water</u>			
13	Keeping excavations free from mud and all water other than from subterranean sources		Item
<u>FILLING, ETC</u>			
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u>			
14	Backfilling to trenches, holes, etc	m3	6
<u>Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density</u>			
15	Under floors, etc	m3	2
<u>Earth filling G3 supplied by the contractor compacted to 98% Mod AASHTO density</u>			
16	Under floors, etc	m3	2
<u>Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u>			
17	50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), leveled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors.	m2	10
Carried Forward			R
Bill No. 3 Earthworks Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward

Compaction of surfaces

18 Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density

m2

10

PROTECTION AGAINST TERMITES

Soil insecticide

19 Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming

m2

10

R

Carried to Summary

R

Bill No. 3
 Earthworks
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<u>BILL No. 4</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>25 MPa/19mm concrete</u>			
1	Strip footings	m3	3	
	<u>REINFORCED CONCRETE</u>			
	<u>25 MPa/ 19mm Concrete poured around reinforcement:</u>			
2	Surface beds cast in panels on waterproofing	m3	2	
3	Surface beds cast in panels around water tanks on waterproofing	m3	2	
4	Pavings cast in panels	m3	1	
	<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>			
	<u>Smooth formwork to sides</u>			
5	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	10	
	Carried Forward			R
	Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward				R
<u>CONCRETE TESTING</u>				
6	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head : Works		Item	
<u>CONCRETE SUNDRIES</u>				
<u>Finishing top surfaces of concrete smooth with a wooden float to a broom finish</u>				
7	Surface beds, slabs, etc.	m2	20	
<u>MOVEMENT JOINTS, ETC.</u>				
<u>Vertical joggle construction joints through concrete including one coat thick cement slurry and one coat Bitumen paint to one face</u>				
8	Surface beds not exceeding 300mm thick	m	2	
<u>Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces</u>				
9	Expansion joint not exceeding 300mm high	m	27	
<u>Saw cut joints:</u>				
10	Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess.	m	2	
<u>REINFORCEMENT</u>				
<u>Fabric reinforcement</u>				
11	Type 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	32	
Carried to Summary				R
Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Port Elizabeth Regional Office				

Item No	Quantity	Rate	Amount
<p><u>BILL No. 5MASONRY</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>BRICKWORK</u></p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall be the length and "half brick" the width of a brick</p> <p><u>Cement mortar</u></p> <p>Unless otherwise described, all brickwork shall be built in 1:5 cement mortar</p> <p><u>External walls, etc</u></p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole</p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixéal" bitumen emulsion waterproofing coating</p>			
Carried Forward			R
<p>Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward			R
<u>Face bricks</u>			
Bricks shall be ordered timeously to obtain uniformity in size and colour			
<u>Pointing</u>			
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
<u>Samples, etc</u>			
Rates for brickwork, faced brickwork, etc shall include for all required samples			
<u>BRICKWORK</u>			
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in foundations (Provisional)</u>			
1	One brick walls	m2	11
<u>Brickwork of NFP bricks in superstructure</u>			
2	One brick walls	m2	11
<u>BRICKWORK SUNDRIES</u>			
<u>Joint forming material in movement joints</u>			
3	12mm Bitumen impregnated fibre board built in vertically through brick walls in foundations (Provisional)	m2	1
<u>Brickwork reinforcement</u>			
4	150mm Wide reinforcement built in horizontally	m	180
<u>Galvanised hoop iron cramps, ties, etc</u>			
5	32 x 1,6mm Cramp 600mm long, three times bend with one end fixed to brickwork and one end buildt into brickwork	No	8
Carried Forward			R
Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward

R

FACE BRICKWORK

" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.

6	Extra over brickwork for face brickwork.	m2	13
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Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces

7	Coping on top of one brick wall pointed on top and both sides	m	15
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Carried to Summary

R

Bill No. 5
 Masonry
 Professional Services
 NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 6</u></p> <p><u>WATERPROOFING</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Waterproofing</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a twelve year maintenance free guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p><u>DAMPPROOFING OF WALLS AND FLOORS</u></p> <p><u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u></p>			
1	Under surface beds	m2	21	
2	Between existing brick wall and new tank stand	m2	8	
	<p><u>JOINT SEALANTS, ETC</u></p>			
	Carried Forward			R
	<p>Bill No. 6 Waterproofing Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward

Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc

3	6 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary (Provisional)	m	2
4	12 x 10mm In expansion joints in floors/walls including raking out expansion joint filler as necessary (Provisional)	m	15

R

Carried to Summary

R

Bill No. 6
 Waterproofing
 Professional Services
 NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 7</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained</p> <p><u>Exposed concrete surfaces</u></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster</p> <p><u>RAINWATER DISPOSAL</u></p>			
	Carried Forward		R	
	<p>Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward			R
<u>0.7mm Baked enamel on aluminium gutter system in continuous lengths:</u>			
1	100 x 125mm Ogee eaves gutters.	m	60
2	Extra over eaves gutter for stopped end.	No	4
3	Extra over eaves gutter for outlet for 76 x 64mm pipe.	No	4
4	76 x 64mm Rainwater pipes.	m	16
5	Extra over rainwater pipe for offset bend.	No	4
6	Extra over rainwater pipe for shoe.	No	2
<u>TAPS, VALVES, ETC.</u>			
<u>Polished brass</u>			
7	22mm Lockable tank cock with lugged brass lever as Cobra 541	No	1
8	50mm Automatic float level control valve including float switch or stainless steel ball valve installed complete as per manufacturers instructions in uPVC 5000L watertank.	No	1
<u>Stainless steel</u>			
9	28mm Sluice/gate valve with teflon seat	No	1
10	32mm Non-return valve	No	3
<u>INTERNAL WATER SUPPLY</u>			
11	15mm Pipes	m	6
12	22mm Pipes	m	12
Carried Forward			R
Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<u>Extra over class 2 copper pipes for "Conex" compression fittings</u>			
13	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No 6	
14	22mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No 6	
<u>Sundries</u>			
15	Testing internal water reticulation	Item	
<u>EXTERNAL WATER RETICULATION</u>			
<u>Class 12 uPVC pressure pipes</u>			
16	32mm Pipe layed in and including trenches	m 100	
17	32mm Pipe cast in concrete (concrete elsewhere)	m 2	
<u>Extra over uPVC pressure pipes for solvent welded pressure fittings</u>			
18	32mm Adaptor.	No 3	
19	32mm Tee	No 2	
20	32mm Elbow	No 2	
<u>TANKS, ETC.</u>			
21	5000 Litre Polyethylene water tank with 40mm diameter inlet at top and 40mm overflow outlet and 40mm outlet at base of tank including access hatch on top with vermin-proof vent	No 2	
<u>STORMWATER CHANNELS</u>			
Carried Forward			R
Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward				R
<u>Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, etc.</u>				
22	1000 x 150mm Thick V-dish channel 75mm deep	m	10	
23	Extra for angles, intersections, ends, dressing into sides of catchpits, etc.	No	4	
<u>Sundries</u>				
24	Excavate to open face to form cutt-off drain to falls, form banks and remainder deposit on site where directed	m3	1	
25	Triangular shaped stormwater channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin	No	1	
Carried to Summary				R

Bill No. 7
 Plumbing and Drainage
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item
No

Quantity Rate Amount

BILL No. 8

ELECTRICAL WORK (PROVISIONAL)

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

PREAMBLES

All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001

SUPPLEMENTARY PREAMBLES

The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications

Proprietary items or materials

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

ELECTRICAL INSTALLATION

Qualified Electrician

Tenderer's are advised that a registered and qualified 3-phase electrician will be required to provide a electrical compliance certificate upon completion of the project

Carried Forward

R

Bill No. 8
 Electrical Work (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

Brought Forward

R

Schedule of information

Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.

Labelling & Colour Coding

The cost of labelling and colour coding must be included within the prices of the respective equipment.

Fixing of conduits

The fixing of conduits shall be as follows

- a) Build in conduits in wall chases with cement mortar and clamps
- b) Fix conduits on wall surfaces and in roof spaces with approved saddles
- c) Cast conduit in concrete surface beds or slabs
- d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles

Chasing

All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position

Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting

Carried Forward

R

Bill No. 8
 Electrical Work (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

Brought Forward					
				R	
<u>Laying of electric cables</u>					
Excavate 600mm below finished ground level					
Encase the installed cable in river sand or sifted sand					
Mark the cable route with approved concrete cable markers					
<u>DISTRIBUTION BOARDS</u>					
<u>Distribution boards complete with sheetmetal trays, frames, subframes, busbars, provision for future circuit breakers, labeling and legend cards</u>					
1	25A Single pole mccb's	No	1		
2	63A Double pole earth leakage units	No	1		
<u>ELECTRICAL SUPPLY</u>					
<u>PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep</u>					
3	16mm ² x 2 - Core	m	50		
<u>Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lengths required</u>					
4	16mm ² x 2 - Core	No	2		
<u>Cable sundries</u>					
5	150mm Wide cable danger warning tape placed 150mm above cables in trenches	m	25		
<u>LIGHTING AND SMALL POWER</u>					
<u>Rigid PVC conduits</u>					
6	25mm Diameter	m	25		
Carried Forward				R	
Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office					

Brought Forward				R
<u>GALVANISED CONDUIT</u>				
<u>Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)</u>				
7	25mm Diameter	m	4	
<u>CONDUIT BOXES AND FITTINGS</u>				
8	100 x 50 x 50mm Deep box	No	1	
9	100 x 100 x 50mm Deep box	No	1	
<u>Galvanised trunking with cover fixed to brickwork</u>				
10	50x50mm Trunking	m	25	
<u>CONDUCTORS</u>				
<u>PVC insulated stranded copper conductors drawn into wireways</u>				
11	1,5mm ²	m	50	
12	2,5mm ²	m	50	
13	4mm ²	m	50	
<u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u>				
14	16A Single three-pin switched socket outlet	No	1	
15	25A Two phase isolator with external waterproof box	No	1	
<u>TESTING AND COMMISSIONING</u>				
16	Allow for testing, balancing and commissioning the complete electrical installation			Item
Carried to Summary				R
Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office				

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 9</u></p> <p><u>MECHANICAL INSTALLATION (PROVISIONAL)</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The descriptions of items in this Bill is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications attached to these bills of quantities for the full descriptions and complete specifications</p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Schedule of information</u></p> <p>Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.</p> <p><u>Labelling and Colour Coding</u></p> <p>The cost of labelling and colour coding must be included within the prices of the respective items.</p> <p><u>Pressure Pump with Controller</u></p>			
1	Supply and install a K40/100 double impeller electric pump supplied by DAB Water Technology including a Smart Press WG 3.0 on/off controller complete fixed to concrete plinth (plinth elsewhere)	No	1	
	Carried Forward			R
	<p>Bill No. 9 Mechanical Installation (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward					
<u>Galvanised Cage for Pressure pump consisting of 50 x 50 x 5mm angle iron framework covered with expanded metal mesh, bolted to concrete surface bed.</u>					
2	Single cage 400mm wide, 600mm long and 600mm high internally.	No	1		
3	100mm M13 expansion bolt	No	6		
<u>Commissioning, Maintenance, etc</u>					
4	Allow for commissioning and testing of the installation			Item	
5	Allow for 12 month maintenance and guarantee of the installation			Item	
6	Allow for providing operating and maintenance manuals			Item	
Carried to Summary					R
Bill No. 9 Mechanical Installation (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office					

Bill No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries	41	
2	Alterations	42	
3	Earthworks	46	
4	Concrete, formwork and reinforcement	48	
5	Masonry	51	
6	Waterproofing	53	
7	Plumbing and Drainage	57	
8	Electrical Work (Provisional)	61	
9	Mechanical Installation (Provisional)	63	
	Sub Total		R
	Value Added Tax (15%)		R
	Carried to Form of Tender		R
	Professional Services NDPW & I - Port Elizabeth Regional Office		

Building Work / Specification

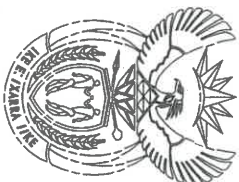
CONSTRUCTION NOTES:

Copyright vests in the
Department of Public Works

cad file name
5kl Double Tank Stand.dwg

public works

Department
Public Works
REPUBLIC OF SOUTH AFRICA



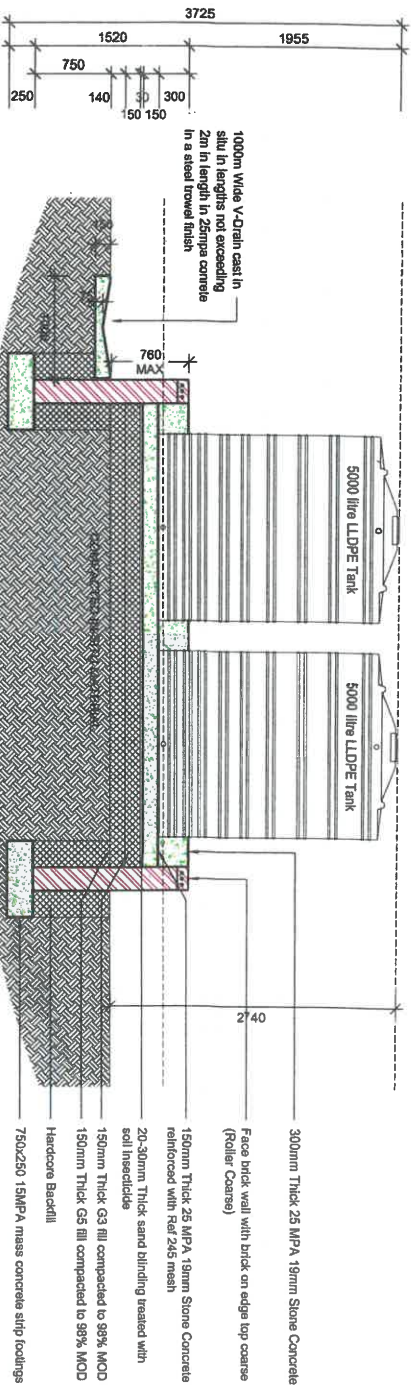
REGISTRAR
Mh. S. Mada

discipline
ARCHITECTURAL

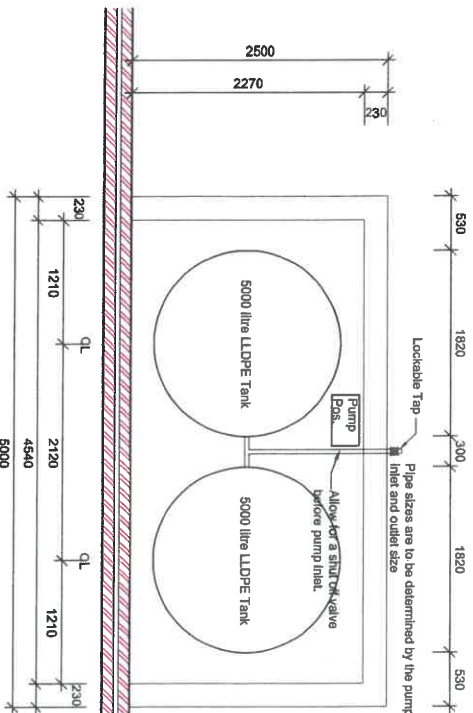
service
**MULTIPLE APPLICATION STANDARD TYPE
DRAWING FOR THE PROVISION 10 000litre
(2X5KL) TANK STAND**

drawing title
FOR PRICING PURPOSES ONLY

WCS number	Client
N/A	PT&SAT 20698
ref.no	designed
scale	drawn
as indicated	ISM
date	checked
04-02-2020	MM
type number	
drawing number	



SECTION A - A
Scale 1:50



PUMP:

Allow for the fitment of one, 37kw (0.5HP) booster pump with a min of 3BAR pressure complete with flow control switch bolted to concrete surface bed using 8x55mm galvanised coach screws.

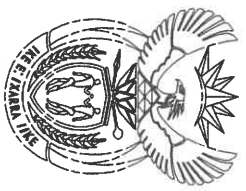
Allow for purpose made vandal proof, lockable galvanised mild steel cover to booster pump constructed of 30x30 Square gms tubing covered by 2.5mm thick galvanised flat steel pop riveted to framework and fished with a trap and staple complete with padlocks. Subcontractor to present shop drawing for approval by PM, QS to Allow PC amount of R3500.00 for tamper proof cover only.

PLAN
Scale 1:50

CONSTRUCTION NOTES:

Copyright vests in the
Department of Public Works

cad file name
reticulation.dwg



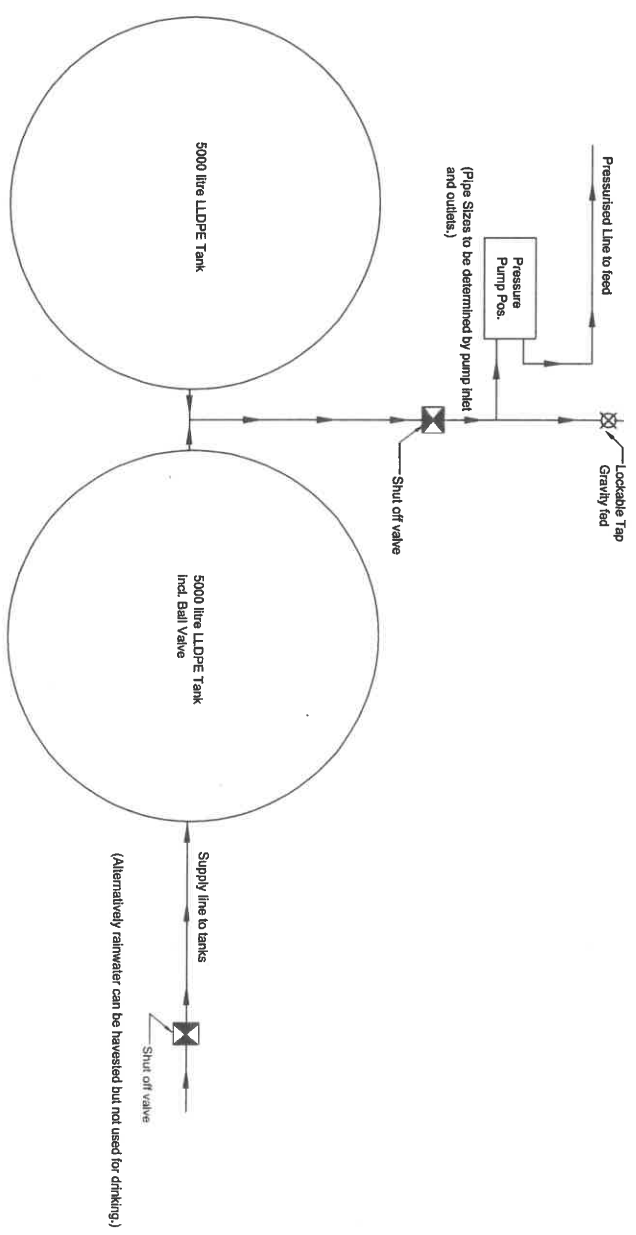
public works
Department
Public Works
REPUBLIC OF SOUTH AFRICA
DEPARTMENT
Mh. S. Moko

discipline
ARCHITECTURAL

service
**MULTIPLE APPLICATION STANDARD TYPE
DRAWING FOR THE PROVISION 10 000litre
(2X5KL) TANK STAND**

drawing title
FOR PRICING PURPOSES ONLY

WCS number	Client
N/A	P/SA/T 20698
ref.no	designed
	MM
scale	drawn
as indicated	ISM
date	checked
04-02-2020	MM
type number	
drawing number	



Diagrammatic Reticulation
Scale 1:25

REGIOINAL OFFICE: PORT ELIZABETH REGION

PROJECT NAME: SAPS: EASTERN CAPE: NEEDS
CAMP: CONSEVANCY TANK AND
OTHER RENOVATION

Health and Safety Specification

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-Construction Health and Safety Specification

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1)(b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the abovementioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
 - A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.
 - A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolver of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

1.3 Implementation of the Pre-Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Contractual Issues

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.

- 3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3 Safety, Health and Environmental Standards and Procedures

- 1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

2.4 Interpretations

2.4.1 APPLICATION

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.4.2 DEFINITIONS

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any

2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
- 3) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
- 4) ***It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.***

2.5.3 Competency of Contractor's Appointed Competent Persons

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
- 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)

- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor

- 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

2.5.5 Occupational Health and Safety Policy

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.6 Health and Safety Organogram

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
 - a) A list of hazards identified as well as potentially hazardous tasks;
 - b) A documented risk assessment based on the list of hazards and tasks;
 - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
 - d) A monitoring and review procedure of the risks assessment as the risks change.

- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.8 Health and Safety Representative(s)

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.9 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filed in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

2.5.10 Health and Safety Training

2.5.10.1 Induction

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**

- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

2.5.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

2.5.10.3 Competency

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

2.5.11 General Record Keeping

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

2.5.12 Health and Safety Audits, Monitoring and Reporting

- 1) The Client shall conduct monthly Health and Safety audits of the

work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.

- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

2.5.13 Emergency Procedures/Plans

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
 - List of key competent personnel;
 - Details of emergency services;
 - Actions or steps to be taken in the event of the specific types of emergencies;
 - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

2.5.14 First Aid Boxes and First Aid Equipment

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

2.5.15 Accident / Incident Reporting and Investigation

- 1) Injuries are to be categorized into the following categories:
 - 1) first aid;
 - 2) medical;
 - 3) disabling; and
 - 4) fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the

Department of Labour.

- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

2.5.16 Hazards and Potential Situations

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as Written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.17 Personal Protective Equipment (PPE) and Clothing

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
 - Lost or stolen;
 - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.

- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.18 Occupational Health and Safety OHS Signage

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".
- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

2.5.19 Permits

- 1) The Contractor shall draft and implement where required permits which may include the following:
 - Use of Explosives and Blasting;
 - Work for which a fall prevention plan is required;

- Use of cradles, and
 - Electrical work
 - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 Physical Requirements

2.6.1 Demolition Work

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

2.6.2 Excavations, Shoring, Dewatering or Drainage

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

2.6.3 Edge Protection .

- 1) All open edges posing the risk of resulting in injuries or damage

to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.

- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

2.6.5 Stacking of Materials

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

2.6.6 Speed Restrictions and Protections

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

2.6.7 Hazardous Chemical Substances (HCS)

- 1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.6.8 Asbestos

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Proof of such notification must be supplied to the Client prior to work proceeding.
- 3) All asbestos work shall be carried out as per the Asbestos Regulations by an approved Asbestos Contractor.
- 4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.
- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

2.7 Plant and Machinery

2.7.1 Construction Plant

- 1) All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- 2) Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 3) Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- 4) Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

2.7.2 Vessels under Pressure (VUP)

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate fire fighting equipment.

2.7.3 Fire Extinguishers and Fire Fighting Equipment

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.5 Scaffolding / Working at Heights

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

2.7.6 Formwork and Support Work for Structures

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.

- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

2.7.7 Lifting Machines and Tackle

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
 - All lifting machinery and tackle has a safe working load clearly indicated;
 - Regular inspection and servicing is carried out;
 - Records are kept of inspections and of service certificates;
 - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
 - The tower crane bases have been approved by an engineer;
 - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

2.7.8 Ladders and Ladder Work

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

2.7.9 General Machinery

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.7.10 Portable Electrical Tools and Explosive Powered Tools

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
- 3) The Contractor shall apply the following:
 - A competent person undertakes routine inspections and records are kept.
 - Only authorized trained persons use the tools.
 - The safe working procedures apply.
 - Awareness training is carried out and compliance is enforced at all times.
 - PPE and clothing is provided and maintained.
 - A register indicating the issue and return of all explosive rounds is implemented and maintained, and
 - That signs are posted up in the areas where explosive powered tools are being used.

2.7.11 High Voltage Electrical Equipment

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
- 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

2.7.12 Public and Site Visitor Health and Safety

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

2.7.13 Night Work

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

2.7.14 Transportation of Workers

- 1) The Contractor and shall not:
 - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.

- Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
 - Permit workers to stand or sit on the edge of the transporting vehicle.
 - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
 - 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
 - 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
 - 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
 - 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
 - 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
 - 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
 - 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:
 - Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
 - Right of way must be afforded to earth moving machinery at all times.
 - Vehicles must only be permitted to park where possible in designated areas

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put

in place to prevent exposure to these hazards.

- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

2.8.3 Welfare Facilities

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.

- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

2.9 Electrical fencing.

- 1) Contractor must comply with sect 12, 13 and 14 of the Electrical Machinery Regulations.

ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Con Regs and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Reg and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with SHE Plan

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work

Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

OTHER REQUIREMENTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> • Incidents/accidents and investigations • Non conformances by employees & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & support work • Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings 	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

ANNEXURE D

Project/site Specific Requirements

The following is a list of activities and considerations that have been identified for the project and site and for which the Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor.

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
 - Angle grinder
 - Electric Drilling Machine
 - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. Welding, flame cutting etc.

NOTE:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction

work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

NB:-

Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification

C1.2 Contract Data

DPW-04 (EC): CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS		
Tender no:	PEQ11/2021	Reference no:	14/1/3/1/6439/5049

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
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42.0	Part 1: Contract Data completed by the Employer:
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer:</p> <p>Government of the Republic of South Africa in its Department of Public Works</p> <p>Postal address: Private Bag X 3913 Gqeberha 6056</p> <p>Tel: 076 709 8447 Fax: N/A</p> <p>[1.2] Physical address: Cnr Hancock & Roberts Street Gqeberha 6001</p>

Tender no: **PEQ11/2021**

<p>42.1.2 [1.1, 5.1]</p>	<p>Principal Agent: Martin Meiring</p> <p>Postal address: Private Bag X 3913 Gqeberha 6056</p> <p>Tel: 041 408 2123 Fax: 086 272 4985</p>
<p>[1.1]</p>	<p>Representative of the Employer: Papani Boto</p> <p>Postal address: Private Bag X 3913 Gqeberha 6056</p> <p>Tel: 076 709 8447 Fax: N/A</p>
<p>42.1.3 [1.1, 5.2]</p>	<p>Agent (1)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>
<p>42.1.4 [1.1, 5.2]</p>	<p>Agent (2)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>
<p>42.1.5 [1.1, 5.2]</p>	<p>Agent (3)</p> <p>Agent's service:</p> <p>Postal address:</p>

	Tel: _____ Fax: _____
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Tender no: PEQ11/2021

<p>42.1.6 [1.1, 5.2]</p>	<p>Agent (4)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: _____ Fax: _____</p>
<p>42.1.7 [1.1, 5.2]</p>	<p>Agent (5)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: _____ Fax: _____</p>
<p>42.1.8 [1.1, 5.2]</p>	<p>Agent (6)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: _____ Fax: _____</p>
<p>42.1.9 [1.1, 5.2]</p>	<p>Agent (7)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: _____ Fax: _____</p>

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work.

42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :

Tender no: **PEQ11/2021**

[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be 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)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#] [26.1.2 #]	4) Dispute resolution of any dispute shall be conducted in the following chronologically order with litigation being last resort: 4.1 Negotiation 4.2 Mediation 4.3 Adjudication 4.4 Arbitration 4.5 litigation 5) Extended defects liability period applicable to the following elements: <i>Electric Pump - 12 months liability period</i>
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be 03 Months from the commencement date and the penalty per calendar day shall be R 20.00 per calendar day .
42.2.8 [24.3.1] [28.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : Section 1: Section 2: Section 3: Section 4:



	Section 5: Section 6:
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

Tender no: PEQ11/2021

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R () With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor <input type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or <input checked="" type="checkbox"/> For the sum of R 1000 000.00 (ONE MILLION RANDS) With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R () With a deductible of R ()

42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: <input checked="" type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended) Or <input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or



Contract Data: JBCC 2000 Principal Building Agreement
(Edition 4.1 of March 2005): DPW-04 (EC)

	<input type="checkbox"/> Other (<i>specify</i>)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No

<p>42.4.6 [31.5.3]</p>	<p>The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>[32.13]</p>	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>



42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p>
	<p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>3.10 Replace the second reference to "principal agent" with the word "employer"</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p>

Damage to the works

- (1) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (2) 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**
- (3) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (4) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- (1) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (2) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (3) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (4) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (5) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property



and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 **Damage to the works**

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

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

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

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

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

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

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

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

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



- 14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**
- 14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.
- 14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**
- 14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

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- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**



- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause



15.1.2 The **security** selected in terms of 14.0

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

15.2.1 Under 41: Amend to read as follows:

“Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

17.1.11 Delete the words “and the appointment of **nominated** and **selected subcontractors**”

20.1.3 No clause

21.0 No clause

26.1.2 Add # next to 26.1.2

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 or 31.8

31.8 Amend as follows:

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

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

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

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

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

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

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

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

	<p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 contractor" and 32.5.7</p> <p>34.1 Remove #</p> <p>34.2 Add # next to 34.2</p> <p>34.8 The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this 37.5 agreement either by the employer or the contractor; or for any reason whatsoever, and the contractor shall on written instruction, discontinue with the works on a date stated 38.7 and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p>
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	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.
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42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>_____</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>

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<p>42.5.7 [14]</p>	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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.</p>
<p>42.5.8 [29.7.2]</p>	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

<p>42.6 42.6.1</p>	<p>DOCUMENTS</p> <p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Lump sum document : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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C1.3 Form of Guarantee



DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

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

To: **NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**
Private Bag X 3913
GQEBERHA
6056

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

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, (hereinafter referred to as the “**employer**”), Contract/Tender No: **insert Contract / Tender No**, for the **KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS** (hereinafter referred to as the “**contract**” in the amount of R _____,
(.....) (hereinafter referred as the **contract sum**),
I / We, _____
in my/our capacity as _____ and 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 fulfillment of the contract.
2. I / We advise that the **guarantor’s** liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor’s** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
 - (c) The **guarantor’s** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
 - (d) This guarantee shall expire on the date of the last **final payment certificate**.
 - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

DPW-10.3 (EC): Variable Construction Guarantee – JBCC

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
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 amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

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.



DPW-10.3 (EC): Variable Construction Guarantee – JBCC

- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This guarantee must be returned to: _____**
-



**DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

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

To: NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
Private Bag Bag X 3913
GQEBERHA
5056

Sir,

**FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT
IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)**

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 (hereinafter referred to as the “**employer**”), Contract/Tender No: *insert Contract / Tender No*, for the KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS (hereinafter referred to as the “**contract**”) in the amount of R _____, (.....), (hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R _____, (.....) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer’s** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor’s** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

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-02.2 (EC) PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	<i>KENTON ON SEA SAPS: EASTERN CAPE; INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS</i>		
Tender no:	<i>PEQ11/2021</i>	Reference no:	<i>14/1/3/1/6439/5049</i>

C2.1 Pricing Instructions

(a) BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

(b) 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** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

(d) LABOUR-INTENSIVE WORKS

Those parts of the works to be constructed using labour-intensive methods are marked in the **bills of quantities / lump sum document** with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified by the design the **contractor** is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Part 3: Scope of Work

C3 Scope of Work



PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	<i>KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS</i>		
Tender no:	<i>PEQ11/2021</i>	Reference no:	<i>14/1/3/1/6439/5049</i>

C3. Scope of Works

(a) EXTENT OF THE WORKS

Construct and install water tanks and reticulation in accordance with the specification and PW271-A

(b) ORDER OF THE WORKS

No procedures affecting the works.

(c) BUILDING OCCUPIED

Ablution Facilities (works thereto part of the scope) will be occupied and in use during the construction period.

(d) ACCESS

None.

(e) LABOUR-INTENSIVE WORKS

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labor-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 labor-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Processes or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

(f) 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 2 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 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.

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

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

Trench excavation

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

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

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

a) to 90% Mod AASHTO;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C4 Site Information

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

Project title:	<i>KENTON ON SEA SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS</i>		
Tender no:	<i>PEQ11/2021</i>	Reference no:	<i>14/1/3/6439/5049</i>

C4 Site Information

(a) Ground conditions of the site generally normal with soil conditions being majority of soft rock.

(b) The tank stand is to be constructed adjacent to the police station building. The site is located at ERF 1355 within Kenton on Sea Municipality on the following address:

Oettle Road
 Kenton-On Sea
 Eastern-Cape

