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

# DEPARTMENT OF PUBLIC WORKS

# TENDER DOCUMENT

**FOR**

**GROBLERSDAL MAGISTRATE OFFICES: REPAIRS AND RENOVATIONS OF BUILDINGS**

**AT**

**GROBLERSDAL**

**TENDER NO: PLK23/02**

**TENDERER: .....**

**TENDER AMOUNT: .....**

## DOCUMENT CONSIST OF:

**Volume 1: Tender Procedures**
**Volume 2: Returnable Documents**
**Volume 3: Contract**

EXPANDED PUBLIC WORKS PROGRAMME

**JUNE 2023**

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

# DEPARTMENT OF PUBLIC WORKS

# AND

# INFRASTRUCTURE

# TENDER DOCUMENT

**FOR**

***GROBLERSDAL MAGISTRATE OFFICE: REPAIRS AND RENOVATIONS OF BUILDINGS***

**AT**

**GROBLERSDAL**

**TENDER NUMBER: PLK23/02**

## VOLUME 1: TENDERING PROCEDURES

# GROBLERSDAL MAGISTRATE OFFICE: REPAIRS AND RENOVATIONS OF BUILDINGS

## TENDER NUMBER: PLK23/02

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# VOLUME 1: TENDERING PROCEDURE

# T1.1 Tender Notice and Invitation to Tender

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

**PLEASE TAKE NOTE**
**CLOSING TIME: 11H00**

**BID NUMBER: PLK23/02**
**CLOSING DATE: 04/07/2023**

***TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION***

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The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

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**TENDER DOCUMENTS MAY BE POSTED TO**

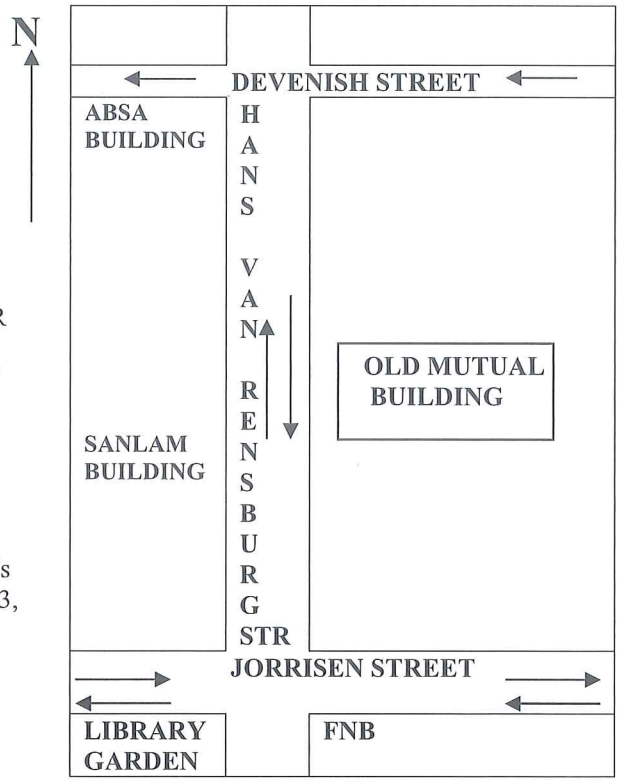
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

**OR**

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.




The tender box at the Regional Office: Department of Public Works: POLOKWANE is open **(Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.)** However, if the tender is late, it will as a rule not be accepted for consideration.

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*Tenderers should ensure that tenders are delivered timeously to the correct address.*

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**SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.**
*Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

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**SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.**

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The Government Tender Bulletin is available on the Internet on the following web sites:

1. http://www.treasury.gov.za
2. http://www.gov.za/tenders/

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

## THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

| | |
|---|---|
| **Project title:** | Groblersdal Magistrate Office: Repairs and Renovations of Buildings |

| | | | |
|---|---|---|---|
| **Tender no:** | PLK23/02 | **Reference no:** | 6015/0001 |
| **Advertising date:** | 09/06/2023 | **Closing date:** | 04/07/2023 |
| **Closing time:** | 11:00 | **Validity period:** | 84 Calendar days |

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***3 GB or 3 GB**** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***Not applicable select class of construction works* PE** *or* ***Not applicable Not applicable* PE*** or higher.
** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

### 2. RESPONSIVENESS CRITERIA

### 2.1 Substantive responsiveness criteria

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

| | | |
|---|---|---|
| 1 | ☒ | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| 2 | ☒ | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3 | ☒ | Use of correction fluid is prohibited. |
| 4 | ☒ | Registration on National Treasury's Central Supplier Database. |
| 5 | ☒ | Submission of (DPW-07 EC): Form of Offer and Acceptance. |
| 6 | ☒ | Submission of DPW-09 (EC): Particulars of Tenderer's Projects. |
| 7 | ☐ | Submission of DPW-16 (EC): Site Inspection Meeting Certificate |
| 8 | ☐ | Submission of record of attending compulsory virtual bid clarification / site inspection meeting. |
| 9 | ☒ | Submission of DPW-21 (EC): Record of Addenda to tender documents |
| 10 | ☒ | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. |

**Tender no:** PLK23/02

| | | |
|---|---|---|
| 11 | ☒ | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 12 | ☒ | All parts of tender documents submitted must be fully completed in ink and signed where required |
| 13 | ☒ | Submission of registration as a Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) or Pr. Construction Health and Safety Agent (CHSA) with SACPCMP and a Construction Manager based on the Construction Regulation 2014, Regulation 8 (1) & (5) and Regulation 7.<br><br>Submission of registration with the Department of Labour & Employment for accredited person as an installation electrician and that is accredited to issue certificate of compliance (COC) ranging from 0 to 220 Voltage.<br><br>The tenderer is registered with the Unemployment Insurance Fund (UIF) with the department of Labour. The tenderer is registered with the Workmen's Compensation for Occupational Injuries and Diseases (COID) with the department of Labour. The tenderer or any of its directors has not been listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector.<br><br>The tenderer has not abused the Employer's Supply Chain Management System; or the tenderer has failed to perform on any previous contract and has been given a written notice to this effect.<br><br>All individuals that are not born in South Africa and that are working or are employees or are directors / trustees / shareholders / members of a business in Republic of South Africa must submit the permanent residence certificate or relevant permit that are as follows ( In terms of Section 15, Section 19, Section 23 and Section 25 of Immigration Act No: 13 of 2002 as amended and must abide by the terms and conditions of Section 43 of Immigration Act No: 13 of 2002 as amended) or they must submit the relevant permit ( In terms of Section 22 permit or Section 24 permit or "Certification" or Section 27 of Refugee Act No: 130 of 1998 as amended) or they must submit Neutralisation Certificate ( In terms of section 5 of the South African Citizenship Act no: 88 of 1995 as amended). The concerned bidder must also submit a signed original stamped letter from the Immigration Section of the Department of Home Affairs Offices that will confirm that the above mentioned documents (permits or certificates) in terms of the above mentioned acts are authentic. No assessment of Section 43 of Immigration Act No: 13 of 2002 as amended will be performed on this tender in the absence of requested information/ relevant permit or certificate and will therefore render the tender as unacceptable and excluded from any and all further consideration. |

## 2.2 Administrative responsiveness criteria

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

| | | |
|---|---|---|
| 1 | ☒ | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . |
| 2 | ☒ | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | ☐ | Submission of (PA-09 (EC)): List of Returnable Documents |
| 4 | ☒ | Submission of (PA-11): Bidder's disclosure. |
| 5 | ☒ | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |

| | | |
|---|---|---|
| 6 | ☒ | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 7 | ☒ | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). |
| 8 | ☒ | Submission of DPW-15 (EC): Schedule of proposed sub-contractors |
| 9 | ☐ | The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request. |
| 10 | ☒ | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 11 | ☒ | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 12 | ☒ | Submission of (PA-29): Certificate of Independent Bid Determination.<br>A non-compulsory site clarification/briefing/inspection meeting will be held. |

## 3. Method to be used to calculate points for specific goals

☐

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

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|---|---|---|---|
| 1. | An EME or QSE which is at least 51% owned by black people. | 10 | ID Copy.<br>or<br>SANAS Accredited BBBEE Certificate/ Sworn Affidavit.<br>or<br>CSD Report.<br>or<br>CIPC (Company registration) |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area. | 2 | Office Municipal Rates Statement.<br>or<br>Permission to occupy from local chief in case of rural areas (PTO).<br>or<br>Lease Agreement |
| 3. | An EME or QSE which is at least 51% owned by women | 4 | ID Copy<br>or<br>CSD Report<br>or<br>CIPC (Company Registrations) |
| 4. | An EME or QSE which is at least 51% owned by people with disability. | 2 | Medical Certificate<br>or<br>South African Social Security Agency (SASSA) Registration<br>or<br>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) |
| 5. | An EME or QSE which is at least 51% owned by youth. | 2 | ID Copy<br>or<br>CSD Report<br>Or<br>CIPC |

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

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|---|---|---|---|
| 1. | An EME or QSE which is at least 51% owned by black people. | 10 | ID Copy.<br>or<br>SANAS Accredited BBBEE Certificate/ Sworn Affidavit.<br>or<br>CSD Report.<br>or<br>CIPC (Company registration) |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area. | 2 | Office Municipal Rates Statement.<br>or<br>Permission to occupy from local chief in case of rural areas (PTO).<br>or<br>Lease Agreement |
| 3. | An EME or QSE which is at least 51% owned by women | 4 | ID Copy<br>or<br>CSD Report<br>or<br>CIPC (Company Registrations) |
| 4. | An EME or QSE which is at least 51% owned by people with disability. | 2 | Medical Certificate<br>or<br>South African Social Security Agency (SASSA) Registration<br>or<br>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) |
| 5. | An EME or QSE which is at least 51% owned by youth (Mandatory) | 2 | ID Copy<br>or<br>CSD Report<br>Or<br>CIPC |

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

| Serial No | Specific Goals | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim |
|---|---|---|---|
| 1. | An EME or QSE which is at least 51% owned by black people. | 4 | ID Copy.<br>or<br>SANAS Accredited BBBEE Certificate/ Sworn Affidavit.<br>or<br>CSD Report.<br>or |

| | | | | |
|---|---|---|---|---|
| | | | | CIPC (Company registration) |
| | 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area. | 2 | Office Municipal Rates Statement.<br>or<br>Permission to occupy from local chief in case of rural areas (PTO).<br>or<br>Lease Agreement |
| | 3. | An EME or QSE which is at least 51% owned by women | 2 | ID Copy<br>or<br>CSD Report<br>or<br>CIPC (Company Registrations) |
| | 4. ☐ | An EME or QSE which is at least 51% owned by people with disability (Mandatory)<br><br>**OR** | 2 | Medical Certificate<br>or<br>South African Social Security Agency (SASSA) Registration<br>or<br>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) |
| | 5. ☐ | An EME or QSE which is at least 51% owned by youth (Mandatory<br><br>**NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)** | 2 | ID Copy<br>or<br>CSD Report<br>Or<br>CIPC |

## 4. Functionality criteria:

***Note:*** *All bids involving the acquisition of engineering and construction works from cidb Grade 3 and above are subjected to functionality.*

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

| Functionality criteria: | Weighting factor: |
|---|---|

| | |
|---|---|
| 1. Work force<br><br>Contractor to provide proof of work force or ability to provide work force to execute the project. (Trade test certificates of all required qualified artisans that are stated below, Company Organogram, CV and copy of ID of employed artisans as Painters, Tillers, Electricians, Plumbers and Carpenters) All four required documents must be submitted for evaluation purposes and for the bidder to score points.<br><br>Painters (Artisan)<br>5 above = 5 = 10 points<br>4 = 4 = 8 points<br>3 = 3 = 6 points<br>2 = 2 = 4 points<br>1 = 1 = 2 points<br><br>Tillers (Artisan)<br>5 above = 5 = 5 points<br>4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 points<br><br>Electricians (Artisan)<br>5 above = 5 = 5 points<br>4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 points<br><br>Plumbers (Artisan)<br>5 above = 5 = 5 points<br>4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 point<br><br>Carpenters (Artisan)<br>5 above = 5 = 5 points<br>4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 point | 10<br><br>5<br><br>5<br><br>5<br><br>5 |
| 2. Management 1<br><br>Contractor to provide appointment letter and certificate of final completion/certificate of final approval as per approved CIDB forms of contract for all previous projects that are similar and completed successfully within the past 10 years<br><br>5 projects and above = 5 = 25 Points<br>4 projects = 4 = 20 Points<br>3 projects = 3 = 15 Points<br>2 projects = 2 = 10 Points<br>1 project = 1 = 5 Points | 25 |

| | |
|---|---|
| 3. Management 2<br><br>Bidders must provide this three requirements: a copy of Company Registration, copy of ID and a CV indicating years of experience of the Company Director within the Construction Sector if the experience of the Company Director is going to be used to claim the points. To claim points using employed staff: Bidders must provide a copy of a three year built environment qualification evaluated by SAQA, copy of ID of employed staff and a CV indicating years of experience within the Construction Sector. The above three requirements must be submitted with the tender document for evaluation purposes and for the bidder to score points, all three requirements must be submitted to claim the points.<br><br>5 years experience and above = 5 = 25 points<br>4 years experience = 4 = 20 points<br>3 years experience = 3 = 15 points<br>2 years experience = 2 = 10 points<br>1 year experience = 1 = 5 points | 25 |
| 4. Equipment & Plant<br><br>Contractor to provide evidence (Certificates of ownership) of utility vehicles retained by the Company Director or by the Company to execute the project<br><br>3 Certificates of ownership and above = 5 = 10 points<br>2 Certificates of ownership = 4 = 8 points<br>1 Certificate of ownership = 3 = 6 points | 10 |
| 5. Debt Income<br>Provide proof of debt to income from a Banking Institute to Justify credit risk<br>Sub criteria<br><br>Debt to income ratio of greater than 1 = 5 = 10 points<br>Debt to income of equals to 1 = 4 = 8 points<br>Debt to income of less than 1 = 3 = 6 points | 10 |
| | |
| | |
| | |
| | |
| | |
| **Total** | **100 Points** |

*(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)*

| | |
|---|---|
| **Minimum functionality score to qualify for further evaluation:** | 50 |

*(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)*

## 5. BID EVALUATION METHOD

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

| | | |
|---|---|---|
| ☒ **80/20**<br>Preference points scoring system | ☐ **90/10**<br>Preference points scoring system | ☐ **Either 80/20 or 90/10**<br>Preference points scoring system |

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

### 6.1 Technical risks:

**Criterion 1: Experience on comparable projects during the past 10 years.**

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;

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

**Criterion 3: Suitably qualified and appropriately experienced human resources**

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

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

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

### 6.2 Commercial risks:

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

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

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

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

| | | |
|---|---|---|
| (a) | Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | **Not applicable** |

| | | |
|---|---|---|
| (b) | Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | **Not applicable** |
| (c) | Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | **Not applicable** |
| (d) | **cidb BUILD Programme**: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | **Not applicable** |
| (e) | **cidb BUILD Programme:** Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | **Not applicable** |



| | | |
|---|---|---|
| (f) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract. | **Not applicable** |
| (g) | Labour Intensive Works – Condition of Contract. | **Not applicable** |
| (h) | | **Not applicable** |
| (i) | | **Not applicable** |

## 8. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address 77 Hans van Rensburg Street, Polokwane, 0700. A non-refundable bid deposit of **R** 200.00 is payable (cash only) on collection of the bid documents.

## 9. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **not compulsory**

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

| | | | |
|---|---|---|---|
| **Venue:** | Groblersdal Magistrate Office | | |
| **Virtual meeting link:** | N/A | | |
| **Date:** | 23/06/2023 | **Starting time:** | 11:00 |

## 10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

| | | | |
|---|---|---|---|
| **DPWI Project Manager:** | Mr Mashilo Raganya | **Telephone no:** | 015 291 6300/6433 |
| **Cellular phone no:** | 082 568 3912 | **Fax no:** | 086 7343 744 |
| **E-mail:** | mashilo.raganya@dpw.gov.za | | |

## 11. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

| **Tender documents may be posted to:** | | **Deposited in the tender box at:** |
|---|---|---|
| The Director-General<br>Department of Public Works and Infrastructure<br>Private Bag X 9469<br>Polokwane<br>0700<br><br>**Attention:**<br>**Procurement section:** Room 10 | **OR** | 77 Hans van Rensburg<br>Polokwane<br>0700<br>Office no:10 |

## 12. COMPILED BY:

| | | |
|---|---|---|
| Mashilo Raganya | | 07/06/2023 |
| Name of Project Manager | Signature | Date |

# T1.2 Tender Data

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

# DPW-03 (EC): TENDER DATA

| | |
|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** |
| **Reference no:** | *6015/0001* |

| | | | |
|---|---|---|---|
| **Tender / Quotation no:** | PLK23/02 | **Closing date:** | *04/07/2023* |
| **Closing time:** | ***11:00*** | **Validity period:** | ***12 Weeks (84 Calender days)*** |

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

**Tender no:** PLK23/02

| | | |
|---|---|---|
| C.1.4 | The Employer's agent is: | |
| | Name: | ***Masegela Quantity Surveyors (Pty) Ltd*** |
| | Capacity: | ***Private Project Manager*** |
| | Address: | ***3546 Mantuba Street<br>Seshego Zone 2<br>0742*** |
| | Tel: | ***086 123 6806*** |
| | Fax: | ***086 585 0007*** |
| | E-mail: | ***info@masegelaqs.co.za*** |
| C.2.1<br>C.3.11 | A. **ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:**<br><br>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this tender, acceptable documentary proof thereof):<br><br>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a ***3 GB*** or ***3 GB**** class of construction work; and<br><br>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: ***Not applicable***<br><br>Joint ventures are eligible to submit tenders provided that:<br><br>1. every member of the joint venture is registered with the CIDB;<br><br>2. the lead partner has a contractor grading designation in the ***3 GB*** or ***3 GB**** class of construction work; and<br><br>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a ***3 GB*** or ***3 GB**** class of construction work<br>** *Delete "or select tender value range select class of construction works" where only one class of construction works is applicable* | |
| | A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: ***Applicable*** | |

**Tender no:** PLK23/02

**B. ELIGIBILITY IN TERMS OF PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCURMENT:**

| | |
|---|---|
| ☐ | A tenderer having stipulated minimum B-BBEE status level of contributor:<br>☐ Level 1 or ☐ Level 2 or ☐ Level 3 |
| ☐ | ☐ An EME or ☐ A QSE or ☐ An EME or QSE |

**C. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

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

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

| ***Functionality Criteria*** | ***Weighting Factor*** |
|---|---|
| Contractor to provide proof of work force or ability to provide work force to execute the project. (Trade test certificates of all required qualified artisans that are stated below, Company Organogram, CV and copy of ID of employed artisans as Painters, Tillers, Electricians, Plumbers and Carpenters) All four required documents must be submitted for evaluation purposes and for the bidder to score points. | |
| Painters (Artisan)<br>5 above = 5 = 10 points<br>4 = 4 = 8 points<br>3 = 3 = 6 points<br>2 = 2 = 4 points<br>1 = 1 = 2 points | 10 |
| Tillers (Artisan)<br>5 above = 5 = 5 points<br>4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 points | 5 |
| Electricians (Artisan)<br>5 above = 5 = 5 points<br>4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 points | 5 |
| Plumbers (Artisan)<br>5 above = 5 = 5 points<br>4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 point | 5 |
| Carpenters (Artisan)<br>5 above = 5 = 5 points | 5 |

| | |
|---|---|
| 4 = 4 = 4 points<br>3 = 3 = 3 points<br>2 = 2 = 2 points<br>1 = 1 = 1 point | |
| 2. Management 1<br><br>Contractor to provide appointment letter and certificate of final completion/certificate of final approval as per approved CIDB forms of contract for all previous projects that are similar and completed successfully within the past 10 years<br><br>5 projects and above = 5 = 25 Points<br>4 projects = 4 = 20 Points<br>3 projects = 3 = 15 Points<br>2 projects = 2 = 10 Points<br>1 project = 1 = 5 Points | 25 |
| 3. Management 2<br><br>Bidders must provide this three requirements: a copy of Company Registration, copy of ID and a CV indicating years of experience of the Company Director within the Construction Sector if the experience of the Company Director is going to be used to claim the points. To claim points using employed staff: Bidders must provide a copy of a three year built environment qualification evaluated by SAQA, copy of ID of employed staff and a CV indicating years of experience within the Construction Sector. The above three requirements must be submitted with the tender document for evaluation purposes and for the bidder to score points, all three requirements must be submitted to claim the points.<br><br>5 years experience and above = 5 = 25 points<br>4 years experience = 4 = 20 points<br>3 years experience = 3 = 15 points<br>2 years experience = 2 = 10 points<br>1 year experience = 1 = 5 points | 25 |
| 4. Equipment & Plant<br><br>Contractor to provide evidence (Certificates of ownership) of utility vehicles retained by the Company Director or by the Company to execute the project<br><br>3 Certificates of ownership and above = 5 = 10 points<br>2 Certificates of ownership = 4 = 8 points<br>1 Certificate of ownership = 3 = 6 points | 10 |
| 5. Debt Income<br>Provide proof of debt to income from a Banking Institute to Justify credit risk<br>Sub criteria<br><br>Debt to income ratio of greater than 1 = 5 = 10 points<br>Debt to income of equals to 1 = 4 = 8 points<br>Debt to income of less than 1 = 3 = 6 points | 10 |
| | |
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| | |
| **Total** | **100 Points** |

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

| | |
|---|---|
| **Minimum functionality score to qualify for further evaluation:** | **50** |

## D. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

### D.1 Technical risks:

**Criterion 1: Experience on comparable projects during the past 10 years.**

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

| | |
|---|---|
| | 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;<br>4. Financial management: payment to suppliers and cash flow problems;<br>5. Quality of workmanship: extent of reworks and timeous attention to remedial works;<br>6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;<br>7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;<br>8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;<br>9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.<br>10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.<br>11. Plant & equipment: sufficient resources on site and in time.<br>12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.<br>13. Final account: extent to which the contractor assisted in finalising the final account.<br><br>**Criterion 3: Suitably qualified and appropriately experienced human resources**<br><br>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.<br><br>**Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**<br><br>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.<br><br>**D.2 Commercial risks:**<br><br>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.<br><br>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements. |
| **C.2.7** | For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1 |

| | |
|---|---|
| **C.2.12** | If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.<br><br>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.<br><br>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.<br><br>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.<br><br>Alternative tender offer permitted: **Yes ☐ No ☒** |
| **C.2.13.2** | The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department. |
| **C.2.13.5** | The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1. |
| **C.2.13.6**<br>**C.3.5** | A two-envelope procedure will not be followed. |
| **C.2.15** | The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1. |
| **C.2.16** | The tender offer validity period is as per Notice and Invitation to Tender T1.1. |
| **C2.16.3** | Omit the wording of the last sentence for those projects which are subject to CPAP |
| **C.2.18** | The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):<br><br>☒ Together with his tender;<br>or<br>☐ The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract. |
| **C.2.19** | Access shall be provided for inspections, tests and analysis as may be required by the Employer. |
| **C.3.4.1**<br>**C.3.4.2** | The location for opening of the tender offers, immediately after the closing time thereof shall be at:<br>***Department of National Public Works, 77 Hans Van Rensburg Street, Polokwane, 0700*** |
| **C.3.8** | The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning. |

| | |
|---|---|
| **C.3.9.3** | Omit the wording and replace with the following:<br>"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4." |
| **C.3.9.4** | Omit the wording of the first sentence and replace with the following:<br>"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:" |
| **C.3.9.4** | Add sub paragraph c) to C.3.9.4, as follows:<br>"c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention." |
| **C.3.11.1** | The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference. |
| **C.3.13** | Add the following to sub paragraph a), as follows:<br><br>The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; |
| **C.3.17** | Provide to the successful tenderer one copy of the signed contract document. |

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

# DEPARTMENT OF PUBLIC WORKS

# AND

# INFRASTRUCTURE

# TENDER DOCUMENT

**FOR**

***GROBLERSDAL MAGISTRATE OFFICE: REPAIRS AND RENOVATIONS OF BUILDINGS***

**AT**

**GROBLERSDAL**

**TENDER NUMBER:**

## VOLUME 2: RETURNABLE DOCUMENTS

# VOLUME 2: RETURNABLE DOCUMENTS

# T2.1 List of Returnable Documents

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

# PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** | | |
| **Tender / Quotation no:** | PLK23/02 | **Reference no:** | 6015/0001 |
| **Receipt Number:** | | | |

## 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

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

| Tender document name | Number of pages issued | Returnable document |
|---|---|---|
| Any additional information required to complete a risk assessment *(if applicable)* | - | Yes |
| Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . | | Yes |
| Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. | | Yes |
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3. **RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
**Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]**

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

4. **OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
*(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)*

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

| Tender document name | Number of pages issued | Returnable document |
|---|---|---|
| Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) | 65 Pages | ☒Yes ☐No |
| Fully priced and completed sectional summary- and final summary pages with the tender. | Pages | ☐Yes ☐No |

**Tender / Quotation no:** PLK23/02

| Tender document name | Number of pages issued | Returnable document |
|---|---|---|
| *insert document name* | Pages | ☐Yes ☐No |
| *insert document name* | Pages | ☐Yes ☐No |
| *insert document name* | Pages | ☐Yes ☐No |

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

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

**Signed by the Tenderer**

| | | |
|---|---|---|
| **Name of representative** | **Signature** | **Date** |

# C1.1 Form of Offer and Acceptance

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** | | |
| **Tender / Quotation no:** | PLK23/02 | **Reference no:** | *6015/0001* |

## OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
***Repairs and Renovations of Buildings at Groblersdal Magistrate Office.***

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

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

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

| | |
|---|---|
| **Rand (in words):** | ……<br>……<br>…… |
| **Rand in figures:** | **R** …… |

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

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

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

| Company or Close Corporation: | | Natural Person or Partnership: |
|---|---|---|
| ……<br>……<br>And: Whose Registration Number is:<br>……<br>And: Whose Income Tax Reference Number is:<br>……<br>CSD supplier number:…… | **OR** | ……<br>……<br>Whose Identity Number(s) is/are:<br>……<br>Whose Income Tax Reference Number is/are:<br>……<br>CSD supplier number:…… |

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

**Tender / Quotation no:** PLK23/02

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

**SIGNED FOR THE TENDERER:**

| | | |
|---|---|---|
| | | |
| Name of representative | Signature | Date |

**WITNESSED BY:**

| | | |
|---|---|---|
| | | |
| Name of witness | Signature | Date |

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

The official documents ..... ☐

The official alternative ..... ☐

Own alternative (only if documentation makes provision therefore) ..... ☐

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

**SECURITY OFFERED:**

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

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

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

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

**Tender / Quotation no:** PLK23/02

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

.....

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. .....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

## ACCEPTANCE

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

**The terms of the contract are contained in:**

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

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

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

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

**For the Employer:**

| | | |
|---|---|---|
| | | |
| Name of signatory | Signature | Date |

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

**Tender / Quotation no:** PLK23/02

| | |
|---|---|
| **Name of Organisation:** | Department of Public Works and Infrastructure |
| **Address of Organisation:** | |

**WITNESSED BY:**

| | | |
|---|---|---|
| | | |
| Name of witness | Signature | Date |

**Schedule of Deviations**

| |
|---|
| **1.1.1. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.2. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.3. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.4. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.5. Subject:** |
| **Detail:** |

| |
|---|
| **1.1.6. Subject:** |
| **Detail:** |

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

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

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

# C2.2 Bills of Quantities

SECTION 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The **JBCC** Principal Building Agreement **contract data for organs of state and other public sector bodies** forms an integral part of this **agreement**

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities /** lump sum document, amended as hereinafter described

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

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying "not applicable"

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

TENDERER'S SELECTIONS

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data for organs of state and other public sector bodies**

STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Should the **contractor** select Option A in the **contract data for organs of state and other public sector bodies** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

**PRICING OF BILLS OF QUANTITIES**

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**.

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

**VALUE ADDED TAX**

Provision is made in the summary page of these **bills of quantities** / lump sum document for the inclusion of Value Added Tax (VAT)

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**INTERPRETATION**

A1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

**The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be**

**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion

**COST FLUCTUATION** shall mean contract price adjustment provision ( CPAP ) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

**DEFAULT INTEREST**: No Clause

**GUARANTEE FOR CONSTRUCTION**: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

**LETTER OF ACCEPTANCE**: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

**PAYMENT CERTIFICATE**: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies.** In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

**TARGETED SUBCONTRACTORS:** Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

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

A2.0 **LAW, REGULATIONS AND NOTICES**

Clause 2.0
F:..... V:..... T:.....
Item

A3.0 **OFFER AND ACCEPTANCE**

**Replace Clause 3.3 with the following:**
This **agreement** shall come into force on the date of **letter of acceptance** and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

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

A4.0 **CESSION AND ASSIGNMENT**

Clause 4.0

Ref Clause 6.7 [CD] - Clause 4.2

**Replace Clause 4.3 with the following:**
Where a **contractor** cedes any right or any monies due to or to become due under this **agreement** as security in favour of a financial institution, the prior written consent of the **employer**, which consent shall not be unreasonably withheld, must be obtained

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

A5.0 **DOCUMENTS**

Clause 5.0

**Replace last sentence of Clause 5.2 with the following**:
The original signed **agreement** shall be held by the **Employer**

**Replace Clause 5.4 with the following**:
The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference

**Replace Clause 5.5 with the following:**
The parties may publish or disclose on any platform only the contract scope and contract amount

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

A6.0 **EMPLOYER'S AGENTS**

Clause 6.0

**Replace Clause 6.5 with the following:**
Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

**Add the following as Clause 6.7**:
In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12

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

A7.0 **DESIGN RESPONSIBILITY**

Clause 7.0

**Replace first sentence of Clause 7.2 with the following:**
Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof

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

**INSURANCES AND SECURITIES**

A8.0 **WORKS RISK**

Clause 8.0

**Replace Clause 8.4 with the following:**
The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

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

A9.0 **INDEMNITIES**

Clause 9.0

**Add the following to the end of the first sentence of Clause 9.2.7:**
".... due to no fault of the **contractor**

9.2.9 No Clause

9.2.10 No Clause

**Add the following as clause 9.3:**
The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

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

A10.0 **INSURANCES**

Clause 10.0

**Replace Clause 10.1 with the following:**
The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]

**Add the following as Clause 10.1.5.1:**
**Hi Risk Insurance**
In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply

**Add the following as Clause 10.1.5.1.1 Damage to the works**
The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

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

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

**10.1.5.1.3 Replace Clause with the following**:
It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his

risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days of the date of letter of acceptance**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy.

**10.1.5.1.4 Replace Clause with the following:**
The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

**10.2 Replace Clause with the following:**
Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary

10.6 No Clause

**Add the following as Clause 10.11**
In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay

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

A11.0 **SECURITIES**

**Add the following as to the relevant related Clauses as follows:**
**Add the following to Clause 11.1:**

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

In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

11.1.1 No Clause

11.1.2 No Clause

11.2.2 No Clause

11.3 No Clause

**Replace Clause 11.4.1 with the following:**
Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.

11.5 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

**Add the following as Clause 11.11:**
Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

**Add the following as Clause 11.11.1:**
The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.11.2:**
The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

**Add the following as Clause 11.11.3:**
Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor

**Add the following as Clause 11.11.4:**
Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.

**Add the following as Clause 11.11.5:**
On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.

**Add the following as Clause 11.11.6:**
The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.

**Add the following as Clause 11.12:**
Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

**Add the following as Clause 11.12.1:**
The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.12.2:**
The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

**Add the following as Clause 11.12.3:**

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

**Add the following as Clause 11.12.4:**
Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.

**Add the following as Clause 11.13:**
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:

**Add the following as Clause 11.13.1:**
The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).

**Add the following as Clause 11.13.2:**
The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.

**Add the following as Clause 11.13.3:**
The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

**Add the following as Clause 11.13.4:**
The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Add the following as Clause 11.13.5:**
Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.

**Add the following as Clause 11.14.1:**
Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:

**Add the following as Clause 11.14.2:**
The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.14.3:**
Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.

**Add the following as Clause 11.14.4:**
The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Add the following as Clause 11.14.5:**
Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

**Add the following as Clause 11.15:**
Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.

**Add the following as Clause 11.15.1:**
The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.

**Add the following as Clause 11.15.2:**
The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

**Add the following as Clause 11.16:**
Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.

**Add the following as Clause 11.17:**
Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).

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

**EXECUTION**

A12.0 **OBLIGATIONS OF THE PARTIES**

Clause 12.0

12.1.1 No Clause

**Replace Clause 12.1.5 with the following:**
Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

**Replace Clause 12.2.2 with the following:**
The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

**Replace Clause 12.2.5 with the following :**
Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]

**Replace Clause 12.2.13 with the following:**
Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

**Add the following as Clause 12.2.22:**
Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

**Add the following as Clause 12.2.23:**
The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

**Offices**

The **contractor** shall provide, maintain and remove on completion of the **works** an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]

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

**Main notice board**

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18]

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

A13.0 **SETTING OUT**

Clause 13.0

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

A14.0 **NOMINATED SUBCONTRACTORS**

Clause 14.0

Ref Clause 6.7 [CD] - Clause 14.1.4

14.1.5 No Clause

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1

Ref Clause 6.7 [CD] - Clause 14.6

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

A15.0 **SELECTED SUBCONTRACTORS**

Clause 15.0

Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5

15.1.5 No Clause

**Replace Clause 15.1.2 with the following:**
The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1

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

A16.0 **DIRECT CONTRACTORS**

Clause 16.0

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

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

**Replace Clause 17.4 with the following:**
The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21

**Add the following clause as Clause 17.6:**
Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.

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

**COMPLETION**

A18.0 **INTERIM COMPLETION**

Clause 18.0

F:..... V:..... T:..... - -
N/A

A19.0 **PRACTICAL COMPLETION**

Clause 19.0

**Replace Clause 19.5 with the following:**
On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section

**Add the following as Clause 19.8:**
**WORKS COMPLETION**

(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.

(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:

(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)

(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:

(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0

(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).

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

A20.0 **COMPLETION IN SECTIONS**

Clause 20.0

**Add the following as Clause 20.2.1.A**
A certificate of Works Completion [19.8]

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

A21.0 **DEFECTS LIABILITY PERIOD AND FINAL COMPLETION**

Clause 21.0

**Replace Clause 21.1 with the following:**
The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6), whichever is the later (if we use works completion)

**Replace Clause 21.6 with the following:**
On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or
(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

**Add the following as Clause 21.13:**
The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

**Add the following as Clause 21.14:**
Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]

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

A22.0 **LATENT DEFECTS LIABILITY PERIOD**

Clause 22.0

22.3.2 No Clause

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

A23.0 **REVISION OF THE DATE FOR PRACTICAL COMPLETION**

Clause 23.0

Ref Clause 6.7 [CD] – Clause 23.1
Ref Clause 6.7 [CD] – Clause 23.2
23.2.13 No Clause

**Replace Clause 23.3 with the following:**
Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]

Ref Clause 6.7 [CD] - Clause 23.7
Ref Clause 6.7 [CD] - Clause 23.8

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

A24.0 **PENALTY FOR LATE OR NON-COMPLETION**

Clause 24.0

**Replace Clause 24.1 with the following:**
Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final-completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

**Replace Clause 24.2 with the following:**
Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final-

completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:

**Replace Clause 24.2.1 with the following:**
The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]

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

**PAYMENT**

A25.0 **PAYMENT**

Clause 25.0

**Replace Clause 25.2 with the following:**
The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

**Add the following to Clause 25.3:**

25.3.12 Monthly Local content report,

25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)

25.3.14 Tax Invoice

25.3.15 Labour intensive report

25.3.16 Contract participation goal reports

25.5 No Clause

**Replace Clause 25.6 with the following:**
Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

**Replace Clause 25.10 with the following:**
The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

**Replace Clauses 25.12 to 25.12.3 with the following:**
The value certified shall be subject to the following percentage adjustments :

**(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)**

25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.3 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

25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

**(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])**

25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

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

25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

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

Item

A26.0 **ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT**

Clause 26.0

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

**Replace Clause 26.10 with the following:**
The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion

Ref Clause 6.7 [CD] – Clause 26.12

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

Item

A27.0 **RECOVERY OF EXPENSE AND/OR LOSS**

Clause 27.0

**Replace Clause 27.1.2 with the following:**
Interest due to late payment only

**Replace Clause 27.1.4 with the following:**
Interest due to late payment only

27.1.5 No Clause

**Replace Clause 27.5 with the following:**
Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security

**Add the following as Clause 27.6:**
Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security

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

**SUSPENSION AND TERMINATION**

A28.0 **SUSPENSION BY THE CONTRACTOR**

Clause 28.0

28 No Clause
28.1 No Clause
28.1.1 No Clause
28.1.2 No Clause
28.1.3 No Clause
28.1.4 No Clause
28.1.5 No Clause
28.2 No Clause
28.3 No Clause
28.4 No Clause

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

A29.0 **TERMINATION**

Clause 29.0

**Add the following as Clause 29.1.4:**
The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

**Add the following as Clause 29.1.5:**
The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract

**Add the following as Clause 29.1.6:**
Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.

**Replace Clause 29.7 with the following:**
The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]

**Replace Clause 29.9 with the following:**
The employer has the right of recovery against the contractor, where applicable, [CD] from:

The guarantee for construction (variable) until the final payment has been made;

or

The guarantee for construction (fixed) until the date of practical completion;

or

The payment reduction until the final payment is made;

or

The cash deposit made as security until the final payment is made

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

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

**DISPUTE RESOLUTION**

A30.0 **DISPUTE RESOLUTION**

Clause 30.0

**Replace Clause 30.2 with the following:**
Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation

**30.3 to 30.7.7 No Clauses**

**Replace Clause 30.8 with the following:**
The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

**30.8.1 No Clause**

**Replace Clause 30.8.2 with the following:**
The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

**Replace Clause 30.8.3 with the following:**
Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses

**Replace Clause 30.9 with the following:**
Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

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

## SECTION B: GENERAL PRELIMINARIES

### B1.0 DEFINITIONS AND INTERPRETATION

**B1.1 Definitions**

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**B2.2 Provisional bills of quantities**

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Item

**B2.3 Availability of construction information**

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Item

**B2.4 Ordering of materials and goods**

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Item

### B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES

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Item

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B7.1 **Deposits and fees**

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B8.0 **TEMPORARY SERVICES**

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B9.0 **PRIME COST AMOUNTS**

B9.1 **Responsibility for prime cost amounts**

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Item

B10.0 **ATTENDANCE ON SUBCONTRACTORS**

B10.1 **General attendance**

The **contractor** shall at his own expense provide the following general attendance on the **subcontractors**:

Access to the **site** and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the **contractor**

The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation

The provision of an area for the **subcontractor** to establish temporary office accommodation and workshops and for the storage of plant and materials

The use of erected scaffolding belonging to the **contractor**, in common with others having the like right, while it remains erected on the **site**

The use, at reasonable times by arrangement of the **contractor's** erected hoisting equipment

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

B10.2 **Special attendance**

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| | Item | | | | | |
| B11.3 | **Security of the works** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |
| B11.4 | **Notice before covering work** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |
| B11.5 | **Disturbance** | | | | | |
| | 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** | | | | | |
| | F:..... | V:.....T:..... | | | | |
| | Item | | | | | |
| B11.6 | **Environmental disturbance** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |
| B11.7 | **Works cleaning and clearing** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |
| B11.8 | **Vermin** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |
| B11.9 | **Overhand work** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |
| B11.10 | **Tenant installations** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |
| B11.11 | **Advertising** | | | | | |
| | F:..... | V:..... | T:..... | | | |
| | Item | | | | | |

## 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

### C1.0 CONTRACT DRAWINGS

* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or lump sum document

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

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

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

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

### C2.0 PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" 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** / lump sum document 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 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

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

### C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities** / lump sum document, 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

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

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

### C4.0 IMPORTED MATERIALS AND EQUIPMENT

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

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the

price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

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

C5.0 **VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

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

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS**

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

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

C7.0 **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

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

C8.0 **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**

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

C9.0 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

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

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

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

C10.0 **HIV/AIDS AWARENESS**

**SECTION 1: PRELIMINARIES (SECTION C)** **Each Item Carried to Collection**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **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 A 25.0 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

C10.1 **AWARENESS CHAMPION**

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

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

C10.2 **AWARENESS WORKSHOPS**

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

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

C10.3 **POSTERS, BOOKLETS, VIDEOS, ETC.**

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

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

C10.4 **ACCESS TO CONDOMS**

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

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

C10.5 **MONITORING**

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

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

Item

C11.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

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

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

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 A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

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

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

Item

C12.0 **EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)**

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

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

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

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

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

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

Item

C13.0 **IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE**

**EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

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

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

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

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

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| Category: Fixed R | | |
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| Item No | | Unit | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 01** | | | | |
| | **ALTERATIONS** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | View site | | | | |
| | Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained | | | | |
| | Explosives | | | | |
| | No explosives whatsoever may be used for demolition purposes unless otherwise stated | | | | |
| | General | | | | |
| | The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent | | | | |
| | Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent | | | | |
| | **Carried Forward** | | | R | |

| | | | | |
|---|---|---|---|---|
| | **Brought Forward** | | | R |
| | Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before re fixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately | | | |
| | Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc | | | |
| | Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing | | | |
| | With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork | | | |
| | Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary | | | |
| | The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc) | | | |
| | **TEMPORARY ACCOMMODATION** | | | |
| 1 | Provide temporary rentable mobile office accommodation of overall size 3m x 12m made of four offices per block, with and including all electrical connections and air conditioning for the duration of the project. | No | 2 | |
| | **REMOVAL OF EXISTING WORK** | | | |
| | Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings: | | | |
| 2 | Vinyl sheet floor covering with welded joints | m2 | 1 | |
| | **Carried Forward** | | | R |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| 3 | Carpet with and including skirting | m2 | 66 | |
| 4 | Meranti skirting | m | 40 | |
| | Hacking up/off and removing ceramic tiles includingremoving mortar bed or adhesive from concrete orbrickwork and preparing surfaces for new screed, plaster, tile finish, etc.: | | | |
| 5 | Tiles to floors | m2 | 99 | |
| 6 | Taking out grout and levelling joints | m2 | 101 | |
| | Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.: | | | |
| 7 | Remove roof purlin | m | 75 | |
| 8 | Fascias, barge boards, gutters and down pipes | m | 40 | |
| 9 | Take out broken window panes | m2 | 18 | |
| | Taking out and removing sundry joinery work, fittings, etc.: | | | |
| 10 | 75mm Coved cornice | m | 114 | |
| | Sundries: | | | |
| 11 | Cleaning of existing window stays, handles, etc. | No | 150 | |
| 12 | Service existing 1600 x 2032mm aluminum door, check and fix door frame and locking mechanism | No | 1 | |
| | **MAKING GOOD OF EXISTING SERVICES** | | | |
| 13 | Fix, sand down, varnish and make good existing kitchen unit of size 1200 x 900 mm high with and including single bowl sink, three drawers, two cupboard doors and formica top to leave in good working condition | No | 3 | |
| 14 | Servicing of existing 800mm x 1800mm high steel safe by opening and replacing of all locks including sanding down and spray painting by a competent specialist. | No | 2 | |
| | **Carried Forward to Summary of Section No. 2** | | | R |

Section No. 2
Main Court Area
Bill No. 1
Alterations

| Item No | | Quantity | Rate | Amount |
|---|---|---|---|---|

## SECTION NO. 02

## BILL NO. 02

## CARPENTRY AND JOINERY

### PREAMBLES

For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"

### PRE-FABRICATED TIMBER ROOF TRUSSES

Pre-fabricated metal connected timber roof trusses

All trusses shall be fabricated by an approved truss manufacturer who holds a current Certificate of Competence awarded by the Institute for Timber Construction

Timber

Timber for trusses to be South African softwood and shall be in accordance with the grades as defined in SABS Specification No 563 or as defined in SABS Specification No 1460

Bolts

Bolts shall be in accordance with BS 4190 or SABS 135

Shear plates, tooth connectors and split rings

Shear plates, tooth connectors and split rings shall be in accordance with BSS 1759 : 1960 and installed in accordance with the CSIR Publication HOUT 468, "The Design, Manufacturing and Erection of Timber Trusses"

Washers

Square or round washers of the following dimensions shall be used with all bolts:

1 Bolts up to 8mm diameter:
Washers shall be minimum 25mm wide of minimum 2,50mm thickness

**Carried Forward** R

**Brought Forward** R

2 Bolts up to 12mm diameter:
Washers shall be minimum 36mm wide of minimum 4,00mm thickness

3 Bolts up to 20mm diameter:
Washers shall be minimum 60mm wide of minimum 5,00mm thickness

Metal connector plates

Metal connector plates shall be fabricated out of not less than 1mm thick drawn quality galvanised steel

The steel shall have a minimum yield strength of 228MPa and a minimum ultimate tensile strength of 330MPa. The corrosion resisting coating shall be not less than 275g/m2 commercial class hot dipped galvanising as per SABS 934 before stamping

All connector plates shall have been tested by the CSIR and be of a size capable of transmitting the forces between members of a truss without exceeding the design values published in the CSIR report

Truss construction

Trusses shall be constructed in jigs specially designed to unsure the correct profile, overhangs and cambers

Where metal connector plates are used all joints are to be close fitted butt joints made by precision pressing of the metal connector plates into each side of the joint

Truss design

All trusses shall be designed by a registered Professional Engineer in accordance with SABS 0163 ("Design of Timber Structures") and Code 0160 ("Loadings")

Truss spacing

The truss centres shall be less than or equal to that as described in this bill for each respective truss

Truss pitch

The truss pitch shall be as described in this bill for each respective truss type

**Carried Forward** R

**Brought Forward** R

Truss loading

Trusses shall be designed for a live load of 0,50kN/m2 and dead load as specified under the sub-heading "Specific load specifications for roof trusses"

Shop drawings, design and erection guarantee certificates

It will be expected from the Contractor to timeously prepare, submit and obtain the necessary approvals from the Representative/Agent in respect of the required shop drawings, design and erection guarantee certificates as specified

Dimensions

All dimensions given in the descriptions of the trusses are nominal and actual measurements are to be obtained by actual measurements taken on the site before design or fabrication commences

Erection

All trusses are to be hoisted and erected strictly in accordance with the procedures and recommendations of the manual "The Erection and Bracing of Timber roof Trusses" as published by the Institute for Timber Construction and the CSIR, or the SABS Code of Practice "The Design, Manufacture and Erection of Timber Roof Trusses", or as designed and detailed by the designer

Design system

The design system as documented in this bill is based on the "MiTek" system and all references given in the descriptions are related to specific type of trusses based on this design system

However, Contractors are to note that any design system of similar quality may be used subject to the prior written approval of the Representative/Agent

Specific specifications for roof trusses

Unless otherwise described, the following specifications will apply:

1 All trusses to be with a 20° pitch

**Carried Forward** R

Section No. 2
Main Court Area
Bill No. 2
Carpentry and Joinery

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| | 2 The dead load consists of 0,5mm "Klip-Lok Light Industrial" galvanised troughed sheet steel roof covering with "Chromadek" finish, purlins at approximately 1200mm centres, 6mm fibre-cement nailed-up ceilings and 50mm glass fibre insulation blanket laid on top of ceilings | | | |
| | Rates | | | |
| | Tendered rates to include for the complete roof construction, including the design of the roof construction, all timber of required grade and type shown on the design, all cutting and waste, cutting to the exact lengths and end angles to manufacture the respective truss type, supply of all connector plates, fabrication of trusses, checking the completed truss for quality, loading up, transporting to the site of the works and off loading, storing under cover and protecting from the weather, hoisting up in position and erection of the roof truss structure, necessary supervision, submission of all shop drawings, design and erection guarantee certificates, etc. as specified | | | |
| | **ROOF TIMBERS SUNDRIES** | | | |
| 1 | 50 x 76mm Purlins in lengths exceeding 3,9m and not exceeding 6,6m | m | 70 | |
| | Sundries: | | | |
| 2 | Two coats creosote on sawn timbers | m2 | 10 | |
| | **SKIRTINGS** | | | |
| | Wrought meranti: | | | |
| 3 | 19 x 76mm Skirting including 19mm quadrant bead nailed | m | 344 | |
| | **Carried Forward to Summary of Section No. 2** | | | R |

Section No. 2
Main Court Area
Bill No. 2
Carpentry and Joinery

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 03** | | | | |
| | **CEILINGS, ETC.** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | **NAILED UP CEILINGS, ETC.** | | | | |
| | **Descriptions:** | | | | |
| | Items described as nailed shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete. | | | | |
| | Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres and where described as bolted the bolts have been given. | | | | |
| | 6,4mm Thick ceiling boards 1200mm wide with and including H type pressed steel jointing strips with and including 38 x 38mm sawn softwood brandering at 400mm centres in one direction and around edges where required for fixing cornices, securely spiked to roof timbers: | | | | |
| 1 | Horizontal ceiling nailed to branders | m2 | 174 | | |
| 2 | Extra over ceiling for 600 x 600mm hinged pressed metal trap door including all necessary ironmongery | No | 1 | | |
| | Coved cornices: | | | | |
| 3 | 75mm Coved cornice fixed to wall | m | 210 | | |
| | **Carried Forward to Summary of Section No. 2** | | | R | |
| | Section No. 2<br>Main Court Area<br>Bill No. 3<br>Ceilings, Etc. | | | | |

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 04** | | | | |
| | **FLOOR COVERINGS, PLASTIC LININGS, ETC.** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | Vinyl tiles, sheeting, wall lining, carpets, etc. are to be supplied and laid complete on a cement screed (screed elsewhere) under guarantee by an approved firm of Specialists. | | | | |
| | Prices for vinyl products are to include for cleaning off tiles on completion and apply three coats waterproof floor dressing in accordance with the Manufacture's specification. | | | | |
| | **FLOOR COVERINGS** | | | | |
| | 450 x 450 x 6.5mm Thick "Belgotex" or equally approved diagonal commercial carpet tiles with rubber backing laid by an approved applicator: | | | | |
| 1 | On floors | m2 | 179 | | |
| | **Carried Forward to Summary of Section No. 2** | | | R | |

Section No. 2
Main Court Area
Bill No. 4
Floor Coverings

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 05** | | | | |
| | **IRONMONGERY** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | Finishes to ironmongery | | | | |
| | Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: | | | | |
| | BS - Satin bronze lacquered<br>CP - Chromium Plated<br>SC - Satin Chromium Plated<br>SE - Silver Enamelled<br>GE - Grey Enamelled<br>AS - Anodised Silver<br>AB - Anodised Bronze<br>AG - Anodised Gold<br>ABL - Anodised Black<br>PB - Polished Brass<br>PL - Polished and lacquered<br>PT - Epoxy coated<br>SD - Sanded | | | | |
| | **CATCHES, CABIN HOOKS, ETC** | | | | |
| 1 | 200mm Solid brass cabin hook and eye including 70 x 70 x 20mm chamfered hardwood block twice oiled and plugged | No | 8 | | |
| | **LOCKS** | | | | |
| 2 | Approved two lever lockset | No | 2 | | |
| | **HANDLES, ETC** | | | | |
| 3 | Mortice type multi lever sash lock including two lever handles on rectangular keyhole backplate | No | 2 | | |
| | **Carried Forward** | | | R | |

| | | | | |
|---|---|---|---|---|
| | **Brought Forward** | | | R |
| | **SUNDRIES** | | | |
| 4 | 38mm Diameter door stop plugged | No | 61 | |
| 5 | Aluminium hat and coat hook | No | 25 | |
| 6 | Wall mounted key cabinet plugged to wall | No | 1 | |
| | **LETTERS, NAME PLATES, ETC** | | | |
| | Approved 150 x 150 x 3mm thick PVC standard safety signage | | | |
| 7 | Fire extinguisher sign plugged | No | 1 | |
| 8 | "Arrow" sign plugged | No | 1 | |
| | **SIGNAGE** | | | |
| 9 | 300 x 150 x 5mm Thick perspex board with 100mm high self adhesive vinyl characters spelling "MALE HOLDING CELL" bolted to wall | No | 1 | |
| 10 | 300 x 150 x 5mm Thick perspex board with 100mm high self adhesive vinyl characters spelling "FEMALE HOLDING CELL" bolted to wall | No | 1 | |
| | **Carried Forward to Summary of Section No. 2** | | | R |

Section No. 2
Main Court Area
Bill No. 5
Ironmongery

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 06** | | | | |
| | **METALWORK** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLESDescriptions:** | | | | |
| | Descriptions of bolts shall be deemed to include nuts and washers. | | | | |
| | Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete. | | | | |
| | Metalwork described as 'holed for bolt(s) shall be deemed to exclude the bolts unless otherwise described. | | | | |
| | Items described as steel shall be deemed to mean mild steel, unless otherwise described. | | | | |
| | **SUNDRIES** | | | | |
| 1 | Approved window handles to match existing | No | 15 | | |
| 2 | Approved window stays to match existing | No | 15 | | |
| | **Carried Forward to Summary of Section No. 2** | | | | R |

Section No. 2
Main Court Area
Bill No. 6
Metalwork

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 7** | | | | |
| | **PLASTERING** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **CORNER PROTECTORS, DIVIDING STRIPS, ETC.** | | | | |
| 1 | 6 x 40mm Flat section brass dividing strips between different floor finishes | m | 5 | | |
| | **Carried Forward to Summary of Section No. 2** | | | | R |

Section No. 2
Main Court Area
Bill No. 7
Plastering

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 8** | | | | |
| | **TILING** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect | | | | |
| | Descriptions | | | | |
| | Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding | | | | |
| | **FLOOR TILING** | | | | |
| | 300 x 300 x 11,5mm Non slip ceramic tiles with an approved adhesive on screeds and flush pointed with tinted waterproof jointing compound: | | | | |
| 1 | On floors and landings | m2 | 79 | | |
| 2 | 100mm high skirting of cut ceramic tiles | m | 80 | | |
| | **SUNDRIES** | | | | |
| 3 | Spot check and regrout tile joints and clean thouroughly | m2 | 61 | | |
| | **Carried Forward to Summary of Section No. 2** | | | R | |
| | Section No. 2<br>Main Court Area<br>Bill No. 8<br>Tiling | | | | |

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 9** | | | | |
| | **GLAZING** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **GLAZING TO STEEL WITH PUTTY** | | | | |
| | 4mm Clear float glass: | | | | |
| 1 | Panes exceeding 0,5m2 and not exceeding 2m2 | m2 | 8 | | |
| | 4mm Patterned glass: | | | | |
| 2 | Panes exceeding 0,1m2 and not exceeding 0,5m2 | m2 | 1 | | |
| | 6mm Laminated glass: | | | | |
| 3 | Panes exceeding 0,1m2 and not exceeding 0,5m2 | m2 | 2 | | |
| | **TOPS, SHELVES, DOORS, MIRRORS, ETC.** | | | | |
| | 6mm Silvered float glass copper backed mirrors with bevelled edges fixed with 4 round nose dome screws to walls: | | | | |
| 4 | Mirror 450 x 600mm high | No | 1 | | |
| | **Carried Forward to Summary of Section No. 2** | | | R | |

Section No. 2
Main Court Area
Bill No. 9
Glazing

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 02** | | | | |
| | **BILL NO. 10** | | | | |
| | **PAINTWORK** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | **PREPARATORY WORK TO EXISTING WORK** | | | | |
| | **Previously painted plastered surfaces:** | | | | |
| | Surfaces shall be throughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with suitable filler and finished smooth | | | | |
| | **Previously painted metal surfaces:** | | | | |
| | Surfaces shall be thouroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal | | | | |
| | **Previously painted wood surfaces:** | | | | |
| | Surfaces shall be thouroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth | | | | |
| | **ON ASBESTOS CEMENT, ETC.** | | | | |
| | Prepare and apply one coat universal undercoat and two full coats internal quality super acrylic PVA paint on: | | | | |
| 1 | Ceilings | m2 | 278 | | |
| 2 | Cornice | m | 315 | | |
| | **Carried Forward** | | | R | |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| | Prepare and apply one universal undercoat and two coats gloss enamel paint: | | | |
| 3 | Fascias and barge boards | m2 | 53 | |
| | **ON WOOD** | | | |
| | Three coats matt varnish on: | | | |
| 4 | Doors | m2 | 4 | |
| 5 | Skirtings not exceeding 300 girth | m | 344 | |
| | **PAINTWORK, ETC. TO PREVIOUSLY PAINTED WORK. RATES SHOULD ALLOW FOR PREPARING EXISTING SURFACE TO RECIVE NEW PAINT** | | | |
| | **ON FLOATED PLASTER** | | | |
| | Prepare and apply one coat universal undercoat and two full coats internal or external quality super acrylic PVA paint on: | | | |
| 6 | On internal plastered walls | m2 | 1,139 | |
| | Prepare and apply one coat extremely durable UV-resistant washable pure acrylic emulsion sheen paint, on work in sound condition: | | | |
| 7 | Concrete ceilings | m2 | 86 | |
| | **ON ASBESTOS CEMENT, ETC.** | | | |
| | Prepare and apply one coat universal undercoat and two full coats internal quality super acrylic PVA paint on: | | | |
| 8 | Ceilings | m2 | 762 | |
| | Prepare and apply one universal undercoat and two coats gloss enamel paint: | | | |
| 9 | Fascias and barge boards | m2 | 35 | |
| | **Carried Forward** | | | R |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| | **ON METAL** | | | |
| | Spot priming defects in pre-primed surfaces, apply one coat primer one coat undercoat and two coats gloss enamel paint on: | | | |
| 10 | Door frames | m2 | 41 | |
| 11 | Recordroom and strongroom doors and frames | m2 | 21 | |
| 12 | Windows (both sides measured over the full area) | m2 | 55 | |
| 13 | Gates, grilles, burglar screens, balustrades, etc (both sides measured over the full area) | m2 | 104 | |
| 14 | Rails, bars, pipes, etc | m2 | 26 | |
| 15 | Rails, bars, pipes, etc not exceeding 300mm girth | m | 385 | |
| | **ON WOOD** | | | |
| | Prepare and apply one coat primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint on: | | | |
| 16 | Doors | m2 | 141 | |
| 17 | Windows, sash doors and fanlights | m2 | 136 | |
| 18 | Rails not excceding 300 girth | m | 7 | |
| | Prepare and apply one coat bonding liquid one coat universal undercoat and two coats super acrylic PVA emulsion paint on: | | | |
| 19 | Roof timbers at eaves and verges not exceeding 300mm girth | m | 362 | |
| | Three coats matt varnish: | | | |
| 20 | Worktops, benches, etc. exceeding 300mm girth | m2 | 135 | |
| | **Carried Forward to Summary of Section No. 2** | | | R |

Section No. 2
Main Court Area
Bill No. 10
Paintwork

Section No. 2

Main Court Area

**SECTION SUMMARY - Main Court Area**


| Bill No | | Page No | Amount |
|---|---|---|---|
| 1 | Alterations | 34 | |
| 2 | Carpentry and Joinery | 38 | |
| 3 | Ceilings, Etc. | 39 | |
| 4 | Floor Coverings | 40 | |
| 5 | Ironmongery | 42 | |
| 6 | Metalwork | 43 | |
| 7 | Plastering | 44 | |
| 8 | Tiling | 45 | |
| 9 | Glazing | 46 | |
| 10 | Paintwork | 49 | |


**Carried to Final Summary** R

Section No. 2
Main Court Area

| Item No | | Quantity | Rate | Amount |
|---|---|---|---|---|
| | **SECTION NO. 03** | | | |
| | **Bill NO. 01** | | | |
| | **PRELIMINARIES** | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | |
| | In the event of the electrical contractor being a sub-contractor to the main contractor, provision should be made within this bill for the pricing of the preliminaries applicable to this portion of the contract. | | | |
| | It should however be noted that the amount for preliminaries priced in the bill will be a fixed amount and will under no circumstances be adjusted. | | | |
| 1 | Allow for the site establishment and all other general responsibilities and obligations for the electrical contractor | | SUM | |
| 2 | "As built" drawings | | SUM | |
| 3 | Certificate of Compliance | | SUM | |
| | **Carried Forward to Summary of Section No. 3** | | R | |

Section No. 3
Electrical Works
Bill No. 1
Preliminaries

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 03** | | | | |
| | **Bill NO. 02** | | | | |
| | **SITE RETICULATION, WALKWAY LIGHTS AND SITE LIGHTING** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | Tenderers are referred to the Electrical Specification annexed to these bills of quantities for full descriptions of the project specification, materials to be used, etc | | | | |
| | 600/1000V PVC PVC SWA PVC cable with copper conductors installed in cable sleeves, cable trenches or on cable ladder: | | | | |
| 1 | 16mm² 4 core | m | 150 | | |
| 2 | 6mm² 4 core | m | 50 | | |
| 3 | 16mm² 3 core | m | 50 | | |
| 4 | 6mm² 3 core | m | 50 | | |
| 5 | 4mm² 3 core | m | 50 | | |
| | Bare copper earth wire: | | | | |
| 6 | 10mm² | m | 300 | | |
| | Cable terminations (600/1000V PVC PVC SWA PVC including earth wire termination): | | | | |
| 7 | 16mm² 4 core | No | 10 | | |
| 8 | 6mm² 4 core | No | 10 | | |
| 9 | 16mm² 3 core | No | 5 | | |
| 10 | 6mm² 3 core | No | 5 | | |
| 11 | 4mm² 3 core | No | 5 | | |
| | **Carried Forward** | | | R | |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| | Excavation including bedding, selected backfilling and compacting after backfilling: | | | |
| 12 | Pickable soil | m3 | 50 | |
| 13 | Soft rock | m3 | 5 | |
| 14 | Hard rock | m3 | 5 | |
| | Cable sleeves pipes including long radius bends: | | | |
| 15 | 110mm Diamater | m | 12 | |
| 16 | 75mm Diameter | m | 12 | |
| 17 | 50mm Diameter | m | 12 | |
| 18 | Cable marking tape | No | 100 | |
| 19 | Concrete cable markers | No | 5 | |
| | Cable joints (600/1000V PVC PVC SWA PVC): | | | |
| 20 | 16mm² 4 core | No | 1 | |
| 21 | 6mm² 4 core | No | 1 | |
| 22 | 16mm² 3 core | No | 1 | |
| 23 | 6mm² 3 core | No | 1 | |
| 24 | 4mm² 3 core | No | 1 | |
| | **Carried Forward to Summary of Section No. 3** | | | R |

Section No. 3
Electrical Works
Bill No. 2
Site Reticulation, Walkway and Lights

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 03** | | | | |
| | **Bill NO. 03** | | | | |
| | **TELEPHONE AND DATA SLEEVE PIPE INSTALLATION** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | Tenderers are referred to the Electrical Specification annexed to these bills of quantities for full descriptions of the project specification, materials to be used, etc | | | | |
| | PVC Sleeves pipes including couplings and long radius bends: | | | | |
| 1 | 110mm Diamater | m | 100 | | |
| 2 | 75mm Diameter | m | 50 | | |
| 3 | 50mm Diameter | m | 12 | | |
| 4 | 32mm Diameter | m | 12 | | |
| | Draw wires: | | | | |
| 5 | 2mm Diameter draw wire | m | 300 | | |
| | DISTRIBUTION BOARDS: | | | | |
| 6 | 450 x 450mm Data DB flush mounted with architrave frame and door | No | 2 | | |
| 7 | 450 x 450mm Telephone DB flush mounted with architrave frame and door | No | 2 | | |
| | Excavation including bedding, selected backfilling and compacting after backfilling: | | | | |
| 8 | Pickable soil | m3 | 5 | | |
| 9 | Soft rock | m3 | 5 | | |
| | **Carried Forward** | | | R | |

| | | | | |
|---|---|---|---|---|
| | **Brought Forward** | | | R |
| 10 | Hard rock | m3 | 5 | |
| 11 | Co-ordination with TELKOM during installation | | | SUM |
| | **Carried Forward to Summary of Section No. 3** | | | R |

Section No. 3
Electrical Works
Bill No. 3
Telephone and Data Sleeve Pipe Installation

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 03** | | | | |
| | **Bill NO. 04** | | | | |
| | **INSTALLATION IN BUILDINGS - MAGISTRATE OFFICES** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | Tenderers are referred to the Electrical Specification annexed to these bills of quantities for full descriptions of the project specification, materials to be used, etc | | | | |
| | Repairs to distribution boards as specified: | | | | |
| 1 | Main DB | | | SUM | |
| 2 | DB-Exit check point | | | SUM | |
| 3 | DB-Court B | | | SUM | |
| | Light fittings including conduit outlet box and connections to conduit and wiring: | | | | |
| 4 | Type A | No | 62 | | |
| 5 | Type B | No | 8 | | |
| 6 | Type C | No | 10 | | |
| 7 | Type D | No | 50 | | |
| 8 | Type E | No | 30 | | |
| 9 | Type F | No | 10 | | |
| 10 | Type H | No | 4 | | |
| 11 | Type I | No | 10 | | |
| | **Carried Forward** | | | R | |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| 12 | Extra over for connection (Type A,B,C,D,E,F,G,H and I) of fluorescent light fitting mounted on suspended ceiling including 5A switched socket outlet, 5A plug, 3m cabtire, PVC compression gland and connections to wiring | No | 10 | |
| | Conduits and accesories, cast into concrete, built into brickwork, chased into brickwork, mounted in roof space, installed in ground or surface mounted including small installation materials: | | | |
| | Black enameled | | | |
| 13 | 20mm Diameter | m | 500 | |
| 14 | 25mm Diameter | m | 200 | |
| 15 | 32mm Diameter | m | 200 | |
| 16 | 40mm Diameter | m | 10 | |
| 17 | 50mm Diameter | m | 10 | |
| | Galvanised: | | | |
| 18 | 20mm Diameter | m | 10 | |
| 19 | 25mm Diameter | m | 10 | |
| 20 | 32mm Diameter | m | 10 | |
| 21 | 40mm Diameter | m | 10 | |
| 22 | 50mm Diameter | m | 10 | |
| | PVC: | | | |
| 23 | 20mm Diameter | m | 500 | |
| 24 | 25mm Diameter | m | 500 | |
| 25 | 32mm Diameter | m | 750 | |
| 26 | 40mm Diameter | m | 10 | |
| 27 | 50mm Diameter | m | 30 | |
| | **Carried Forward** | | | R |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| | Conduit terminations for PVC conduit 32mm and larger: | | | |
| 28 | 32mm Diameter | No | 2 | |
| 29 | 40mm Diameter | No | 2 | |
| 30 | 50mm Diameter | No | 2 | |
| | Conduit set bends for PVC conduit 32mm and larger: | | | |
| 31 | 32mm Diameter | No | 2 | |
| 32 | 40mm Diameter | No | 2 | |
| 33 | 50mm Diameter | No | 2 | |
| | Light switches including outlet box, cover plate and all connections to conduit and wiring (16A): | | | |
| 34 | 1 Way 1 lever | No | 5 | |
| 35 | 2 Way 1 lever | No | 5 | |
| 36 | 1 Way splashproof | No | 5 | |
| | Switched socket outlets (15A) including outlet box, cover plate and all connections to conduit and wiring: | | | |
| 37 | Single | No | 30 | |
| 38 | Double | No | 40 | |
| 39 | Single dedicated | No | 25 | |
| 40 | Single (With splash proof box with sliding lid) | No | 10 | |
| 41 | 5Amp unswitched socket outlet including outlet box and connection to conduit and wiring | No | 70 | |
| | Isolator outlets including outlet box, cover plate and all connections to conduit and wiring: | | | |
| 42 | 30A Double pole | No | 10 | |
| 43 | 30A Triple pole | No | 5 | |
| 44 | 60A Triple pole | No | 1 | |
| | **Carried Forward** | | | R |

Section No. 3
Electrical Works
Bill No. 4
Installations in Buildings - Magistrate Office

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| 45 | 30A Double pole mounted in water tight box with sliding lid | No | 5 | |
| 46 | 30A Triple pole mounted in water tight box with sliding lid | No | 5 | |
| 47 | 60A Double pole mounted in water tight box with sliding lid | No | 1 | |
| 48 | 60A Triple pole mounted in water tight box with sliding lid | No | 1 | |
| | Service outlets including outlet box, cover plate and connections to conduit: | | | |
| 49 | Telephone | No | 5 | |
| 50 | Data | No | 5 | |
| 51 | Intercom | No | 5 | |
| | Draw boxes including cover plate and all connections to conduit (Boxes indicated on drawings only): | | | |
| 52 | 100 x 100 x 50mm Deep | No | 2 | |
| 53 | 100 x 50 x 50mm Deep | No | 2 | |
| 54 | Round conduit box | No | 2 | |
| 55 | 300 x 300 x 100mm Deep | No | 1 | |
| 56 | 150 x 150 x 100mm Deep | No | 1 | |
| | Extension boxes/rings including connections to draw box: | | | |
| 57 | 100 x 100mm | No | 10 | |
| 58 | 100 x 50mm | No | 10 | |
| 59 | Round conduit box | No | 10 | |
| 60 | Draw wires 2mm diameter | m | 500 | |
| | PVC insulated copper conductors installed in conduit: | | | |
| 61 | 2,5mm² | m | 5,000 | |
| | **Carried Forward** | | | R |

| | | | | |
|---|---|---|---|---|
| | **Brought Forward** | | | R |
| 62 | 4mm² | m | 5,000 | |
| 63 | 6mm² | m | 100 | |
| 64 | 10mm² | m | 100 | |
| 65 | 16mm² | m | 160 | |
| 66 | 25mm² | m | 100 | |
| | Earth wire installed in conduit: | | | |
| 67 | 2,5mm² | m | 3,000 | |
| 68 | 4mm² | m | 100 | |
| 69 | 6mm² | m | 100 | |
| 70 | 10mm² | m | 100 | |
| 71 | 16mm² | m | 160 | |
| | Earthing of building: | | | |
| 72 | Magistrate office building | | | SUM |
| | Lighting protection installation complete as specified: | | | |
| 73 | Magistrate office building | | | SUM |
| | Connection of equipment to outlets including all flexible conduit, connectors, compression glands, etc.: | | | |
| 74 | Stove | No | 1 | |
| 75 | Air conditioner single phase | No | 10 | |
| 76 | Air conditioner three phase | No | 1 | |
| 77 | Fan three phase | No | 1 | |
| 78 | Fan single phase | No | 3 | |
| 79 | Geyser single phase 3kW | No | 1 | |
| 80 | Stove as specified | No | 1 | |
| | **Carried Forward** | | | R |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| 81 | Labelling of all power outlets with engraved labels glued to outlet cover plate with silicone sealant | No | 20 | |
| 82 | Sealing with silicone sealant around around wall mounted DB's (per meter length of sealed joint) | m | 12 | |
| | Installation of switchgear in existing distribution board including connections and wiring: | | | |
| | Circuit breakers (5kA single pole): | | | |
| 83 | 10A to 20A | No | 20 | |
| 84 | 25A to 60A | No | 20 | |
| 85 | 70A to 80A | No | 10 | |
| | Circuit breakers (5kA triple pole): | | | |
| 86 | 10A to 20A | No | 10 | |
| 87 | 25A to 60A | No | 10 | |
| | Earth leakage isolators (5kA ): | | | |
| 88 | 60A Single phase | No | 10 | |
| 89 | 100A Single phase | No | 1 | |
| 90 | Neutral bars for earth leakage circuits | No | 10 | |
| 91 | Dummy circuit breakers (5kA) | No | 100 | |
| 92 | Photo cell complete as specified | No | 3 | |
| | Three tier power skirting and accessories for power skrting as specified including fixing matterials, covers, etc.: | | | |
| 93 | Three tier power skirting | m | 150 | |
| 94 | 90° Horizontal corner | No | 5 | |
| 95 | End cap | No | 5 | |
| 96 | 15A Switched socket outlet | No | 30 | |
| 97 | Telephone outlet | No | 30 | |
| | **Carried Forward** | | | R |

| | | | | R |
|---|---|---|---|---|
| | **Brought Forward** | | | |
| 98 | Data outlet | No | 30 | |
| 99 | 30A Double pole isolator | No | 1 | |
| 100 | 15A Switched socket outlet dedicated | No | 30 | |
| 101 | Blank joggled cover plate | No | 20 | |
| | Auxiliary equipment in existing DB including connections: | | | |
| 102 | Time switch with reserve | No | 4 | |
| 103 | 30A AC3 rated 3 pole contactor | No | 18 | |
| 104 | Occupancy sensor including outlet box and connection to conduit and wiring complete with control box, detector and 3m fly lead | No | 30 | |
| | "Surfix" cable for connection of air conditioning units: | | | |
| 105 | 2,5mm² x 2 Core and earth | m | 200 | |
| 106 | 4mm² x 4 Core and earth | m | 300 | |
| 107 | Terminations for 2,5mm² x 2 Core and earth | No | 45 | |
| 108 | Terminations for 4mm² x 4 Core and earth | No | 50 | |
| | Rotary switch including outlet box, cover plate and connection to conduit and wiring: | | | |
| 109 | 4 Position | No | 4 | |
| | **Carried Forward to Summary of Section No. 3** | | | R |

Section No. 3
Electrical Works
Bill No. 4
Installations in Buildings - Magistrate Office

Section No. 3

Electrical Works

**SECTION SUMMARY - Electrical Works**

| Bill No | | Page No | Amount |
|---|---|---|---|
| 1 | Preliminaries | 51 | |
| 2 | Site Reticulation, Walkway and Lights | 53 | |
| 3 | Telephone and Data Sleeve Pipe Installation | 55 | |
| 4 | Installations in Buildings - Magistrate Office | 62 | |
| | **Carried to Final Summary** | | R |

Section No. 3
Electrical Works

| Item No | | | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| | **SECTION NO. 04** | | | | |
| | **BILL NO. 1** | | | | |
| | **EXTERNAL WORKS** | | | | |
| | **PREAMBLES** | | | | |
| | For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0" | | | | |
| | **PAVING WORK** | | | | |
| 1 | Rip and scracify | m2 | 100 | | |
| | Compaction of surfaces: | | | | |
| 2 | Compaction of ground surface under pavings 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 | 100 | | |
| | Soil poisoning: | | | | |
| 3 | Soil insecticide under paving, etc. including forming and poisoning shallow furrows against foundation walls, etc. filling in furrows and ramming | m2 | 100 | | |
| | The items of testing given below are for additional testing which may be required by the Engineer over and above those required in accordance with the SABS 1200 series | | | | |
| | Additional tests required by Engineer: | | | | |
| 4 | Maximum dry density and optimum moisture content test in accordance with method A7 of TMH 1 | No | 8 | | |
| | Paving of 80mm standard grey zig zag interlocking roadstone concrete paving blocks including 25mm sand bed: | | | | |
| 5 | Paving to parking areas etc to falls including grouting | m2 | 100 | | |
| | **Carried Forward** | | | R | |

| | | | | | |
|---|---|---|---|---|---|
| | **Brought Forward** | | | | R |
| | Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing: | | | | |
| 6 | 150 x 300mm High kerbs (SABS 927 fig 3) with 150 x 150 x 300mm unreinforced concrete haunching at back of each joint, including excavation, backfilling, etc. | m | 39 | | |
| | **Carried to Final Summary** | | | | R |

Section No. 4
External Works
Bill No. 1
External Works

## FINAL SUMMARY

| Section No | | Page No | | Amount |
|---|---|---|---|---|
| 1 | Preliminaries | 31 | | |
| 2 | Main Court Area | 50 | | |
| 3 | Electrical Works | 63 | | |
| 4 | External Works | 65 | | |
| | Sub Total 1 | | R | |
| | Add: Value Added Tax @ 15% | | R | |
| | **Carried to Form of Tender** | | R | |

# T2.2 Returnable Documents required for tender evaluation purposes

# PA-11: BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

**YES / NO**

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

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

**YES / NO**

2.2.1 If so, furnish particulars:

.....
.....

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

**YES / NO**

2.3.1 If so, furnish particulars:

.....

.....

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

---

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

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

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

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

| | |
|---|---|
| ..... | ..... |
| Signature | Date |
| ..... | ..... |
| Position | Name of bidder |

**This form has been aligned with SBD4**

# PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

| | | | |
|---|---|---|---|
| **Project title:** | Groblersdal Magistrate Office: Repairs and renovations of buildings | | |
| **Bid no:** | | **Reference no:** | 6015/0001 |

## INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

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

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

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

**(Bid Number and Description)**

in response to the invitation for the bid made by:

_____

**(Name of Institution)**

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

I certify, on behalf of: _____ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

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

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

| | | | |
|---|---|---|---|
| Name of Bidder | Signature | Date | Position |

# PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

**RESOLVED that:**

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

   _____

   *(project description as per Bid / Tender Document)*

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

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

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

| | | | |
|---|---|---|---|
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

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

***Note:***

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

**ENTERPRISE STAMP**

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

**RESOLVED that:**

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

   _____

   _____

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

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

   _____

   _____

   *(Project description as per Bid /Tender Document)*

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

***Note:***

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

**ENTERPRISE STAMP**

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

# PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ (*place)*

on _____ *(date)*

## RESOLVED that:

**RESOLVED that:**

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

_____

_____

(*Project description as per Bid /Tender Document)*

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

***Note:***

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

# DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** | | |
| **Tender / Quotation no:** | *PLK23/02* | **Reference no:** | *6015/0001* |
| **Closing date:** | *04/07/2023* | | |

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: ***23/06/2023***

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

| | | |
|---|---|---|
| | | |
| Name of Tenderer | Signature | Date |

| | | |
|---|---|---|
| | | |
| Name of DPW Representative | Signature | Date |

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

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

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

---

### 1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*Tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

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

1.3 **Points for this tender shall be awarded for:**

**1.3.1 Price; and**

**1.3.2 Specific Goals**

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

| CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM | ☐ 80/20 | ☐ 90/10 |
|---|---|---|
| PRICE | | |
| SPECIFIC GOALS | | |
| Total points for Price and Specific Goals | 100 | |

## 1.5 Breakdown Allocation of Specific Goals Points

### 1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| 1. | An EME or QSE which is at least 51% owned by **black people** | 10 | ID Copy<br>Or<br>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |
| 2. | **Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | Office Municipal Rates Statement<br>Or<br>Permission To Occupy from local chief in case of rural areas (PTO)<br>Or<br>Lease Agreement |
| 3. | An EME or QSE which is at least 51% owned by **women** | 4 | ID Copy<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| 4. | An EME or QSE which is at least 51% owned by people with **disability** | 2 | Medical Certificate<br>Or<br>South African Social Security Agency (SASSA) registration<br>Or<br>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) |
| 5. | An EME or QSE which is at least 51% owned by **youth**. | 2 | ID Copy<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |

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

All Acquisitions

Table 2

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| 1. | An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI) | 10 | ID Copy<br>Or<br>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable<br>Or<br>CSD Report |

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| | | | Or<br>CIPC (company registration) |
| 2. | **Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | Office Municipal Rates Statement<br>Or<br>Permission To Occupy from local chief in case of rural areas (PTO)<br>Or<br>Lease Agreement |
| 3. | An EME or QSE or any entity which is at least 51% owned by **women** | 4 | ID Copy<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |
| 4. | An EME or QSE or any entity which is at least 51% owned by people with **disability** | 2 | Medical Certificate<br>Or<br>South African Social Security Agency (SASSA) registration<br>Or<br>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) |
| 5. | An EME or QSE or any entity which is at least 51% owned by **youth**. | 2 | ID Copy<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |

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

All Acquisitions

Table 3

| Serial No | Specific Goals | Preference Points allocated out of 10 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| 1. | An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI) | 4 | ID Copy<br>Or<br>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |
| 2. | **Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | Office Municipal Rates Statement<br>Or<br>Permission To Occupy from local chief in case of rural areas (PTO)<br>Or<br>Lease Agreement |
| 3. | An EME or QSE or any entity which is at least 51% owned by **women** | 2 | ID Copy<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |
| 4. ☐ | An EME or QSE or any entity which is at least 51% owned by people with **disability** | 2 | Medical Certificate<br>Or |

| Serial No | Specific Goals | Preference Points allocated out of 10 | Documentation to be submitted by bidders to validate their claim for points |
|---|---|---|---|
| 5. ☐ | OR<br>An EME or QSE or any entity which is at least 51% owned by **youth**.<br>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System) | | South African Social Security Agency (SASSA) registration<br>Or<br>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)<br>ID Copy<br>Or<br>CSD Report<br>Or<br>CIPC (company registration) |

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No.

5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| 1. An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI) | 4 | 10 | | |
| 2. **Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | 2 | | |
| 3. An EME or QSE or any entity which is at least 51% owned by **women** | 2 | 4 | | |

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| 4. An EME or QSE or any entity which is at least 51% owned by people with **disability**<br><br>**or**<br><br>5. An EME or QSE or any entity which is at least 51% owned by **youth**.*<br><br>**(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)** | 2 | 2<br><br>2 | | |

**Note:** *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

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

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer ..... ☐ EME[1] ☐ QSE[2] ☐ Non EME/QSE (tick applicable box)

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

| Name and Surname # | Identity/ Passport number and Citizenship## | Percentage owned | Black | Indicate if youth | Indicate if woman | Indicate if person with disability | Indicate if living in rural / under developed area/township | Indicate if military veteran |
|---|---|---|---|---|---|---|---|---|
| 1. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 2. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 3. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 4. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 5. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 6. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 7. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 8. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 9. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 10. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 11. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |
| 12. | | % | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No | ☐ Yes ☐ No |

\# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
\## State date of South African citizenship obtained (not applicable to persons born in South Africa )

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

## 2. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

| | | |
|---|---|---|
| | | |
| **Name of representative** | **Signature** | **Date** |

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

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** | | |
| **Tender / quotation no:** | PLK23/02 | **Closing date:** | 04/07/2023 |
| **Advertising date:** | 09/06/2023 | **Validity period:** | 84 Calendar days |

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

### 1.1. Current projects

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

1.2. **Completed projects**

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

| | | |
|---|---|---|
| Name of Tenderer | Signature | Date |

# T2.2 Returnable Documents that will be incorporated into the contract

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

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

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** | | |
| **Tender no:** | *PLK23/02* | **Reference no:** | *6015/0001* |

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

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

| | | |
|---|---|---|
| | | |
| Name of Tenderer | Signature | Date |

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

| | | |
|---|---|---|
| | | |
| Name of Tenderer | Signature | Date |

# DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office:Repairs and Renovations of Buildings*** | | |
| **Tender no:** | *PLK23/02* | **Reference no:** | *6015/0001* |

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

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

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

| | | | |
|---|---|---|---|
| | | | |
| **Name of representative** | **Signature** | **Capacity** | **Date** |

| | |
|---|---|
| **Name of organisation:** | |

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

# DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** | | |
| **Tender no:** | PLK23/02 | **Reference no:** | **6015/0001** |

| | |
|---|---|
| **Name of Electrical Contractor:** | |
| **Address:** | |
| **Electrical Contractor registration number at the Electrical Contracting Board of S.A.:** | |

| | | |
|---|---|---|
| | | |
| Name of Tenderer | Signature | Date |

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

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovations of Buildings*** | | |
| **Tender no:** | *PLK23/02* | **Reference no:** | *6015/0001* |

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

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

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

These net amounts will be adjusted as follows:

**FORMULA:**

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

| | | |
|---|---|---|
| | | |
| Name of Tenderer | Signature | Date |

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

# DEPARTMENT OF PUBLIC WORKS

# AND

# INFRASTRUCTURE

# TENDER DOCUMENT

**FOR**

***GROBLERSDAL MAGISTRATE OFFICES REPAIRS AND RENOVATIONS OF BUILDINGS***

**AT**

**GROBLERSDAL**

**TENDER NO:**

## VOLUME 3: CONTRACT

# Part C1: Agreement and Contract Data

# C1.2 Contract Data

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

| | |
|---|---|
| **Project title:** | Groblersdal Magistrate Office: Repairs and Renovations of Building |

| | | | | | |
|---|---|---|---|---|---|
| **Tender / Quotation no:** | PLK23/02 | **WCS no:** | | **Reference no:** | 6015/0001 |

| | |
|---|---|
| | The Conditions of Contract are clauses 1 to 30 of the **JBCC®** Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.<br><br>**Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).**<br><br>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.<br><br>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI. |
| | **CONTRACT VARIABLES**<br><br>**THE SCHEDULE**<br><br>The **schedule** is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **tenderer**. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this **agreement.**<br><br>**Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank.** Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **schedule**. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1]. |

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

## A PROJECT INFORMATION

### A 1.0 Works [1.1]

| Works description | Refer to document ***PG01.2 (EC) – Scope of Works*** for detailed description |
|---|---|
| Repairs and renovations of buildings at Groblersdal Magistrate Offices | |

**Tender / Quotation no:**

## A 2.0 Site [1.1]

| | |
|---|---|
| Erf / stand number | 15 Van Riebeeck Street |
| Site address | 15 Van Riebeeck Street |
| Township / Suburb | Groblersdal |
| City / Town | Groblersdal |
| Province | Limpopo |
| Local authority | Elias Motsoaledi Local Municipality |
| GPS Coordinates | 25°16'85.70"S, 29°39'41.10"E |

## A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

| | | | |
|---|---|---|---|
| Official Name of Organ of State / Public Sector Body | Government of the Republic of South Africa in its Department of Public Works & Infrastructure | | |
| Business registration number | Not applicable | VAT number | Not applicable |
| E-mail | Mashilo.Raganya@dpw.gov.za | Telephone | 015 291 6433 |
| Postal address | Private Bag X 9469<br>Polokwane<br><br>0700 | | |
| Physical address | 77 Hans van Rensburg Street<br>Polokwane<br><br>0699 | | |

### A 3.2 Employer's representative:

| | | | |
|---|---|---|---|
| Name | Mashilo Raganya | Telephone number | 015 291 6433 |
| E-mail | Mashilo.Raganya@dpw.gov.za | Mobile number | 082 568 3912 |
| Postal address | Private Bag X 9469<br>Polokwane<br><br>0700 | | |
| Physical address | 77 Hans van Rensburg Street<br>Polokwane<br><br>0699 | | |

**Tender / Quotation no:** PLK23/02

| **A 4.0** | **Principal Agent** [1.1; 6.2] | **Discipline** | Principal Agent/ Quantity Surveyors |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Name | Masegela Quantity Surveyors | | |
| Legal entity of above | Masegela Quantity Surveyors | Contact person | Enos Masegela |
| Practice number | 1583 | Telephone number | 086 123 6806 |
| Country | RSA | Mobile number | 083 282 0909 |
| E-mail | info@masegelaqs.co.za | | |
| Postal address | P. O Box 435<br>Thornhill Plaza<br>Bendor Park<br>0882 | | |
| Physical address | 3546 Zone 2<br>Seshego<br>Polokwane<br>0742 | | |

| **A 5.0** | **Agent** [1.1; 6.2] | **Discipline** | Architectural Services |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Name | Ekuthuleni Architects and Engineers | | |
| Legal entity of above | | Contact person | Jeffrey Dlamini |
| Practice number | | Telephone number | 015 296 0181 |
| Country | RSA | Mobile number | 083 267 8171 |
| E-mail | jeffreydee407@gmail.com | | |
| Postal address | P. O Box 1488<br>Polokwane<br><br>0787 | | |
| Physical address | | | |

| **A 6.0** | **Agent** [1.1; 6.2] | **Discipline** | Electrical and Mechanical Services |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Name | Pienaar & Erwee Engineers | | |
| Legal entity of above | | Contact person | Steyn van Heerden |
| Practice number | | Telephone number | 015 296 3096 |
| Country | RSA | Mobile number | 082 773 0284 |
| E-mail | admin@pevpbg.co.za | | |
| Postal address | Private Bag X 9676<br>Polokwane<br><br>0700 | | |
| Physical address | | | |

**Tender / Quotation no:**

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

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

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

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

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

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

**Tender / Quotation no:**

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

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

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

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

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

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

**Tender / Quotation no:**

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

| | |
|---|---|
| Bills of quantities: System/Method of measurement | Standard system of measurement of building works 7th edition |

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

| | |
|---|---|
| Law applicable to the works, state country [2.1] | Law of the Republic of South Africa |

### B 3.0 Offer and acceptance [3.0]

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

### B 4.0 Documents [5.0]

| | |
|---|---|
| The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom | Employer |
| Number of copies of construction information issued to the contractor at no cost [5.6] | 3 |

| Documents comprising the agreement | Page numbers |
|---|---|
| The JBCC® Principal Building Agreement, Edition 6.2 May 2018 | 1 to 30 |
| DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018) | 1 to 32 |
| The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018 | 1 to 31 |
| Drawings as per drawing register issued with the tender | N/A |
| Specifications issued with the tender | N/A |
| Schedules issued with the tender | N/A |
| Bills of Quantities issued with the tender | 31 to 66 |
| Addenda as issued during tender stage, if applicable | As issued |
| | |
| | |
| | |
| | |
| | |

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

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

**Tender / Quotation no:**

## B 6.0 Insurances [10.0]

**Insurances by contractor**
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). **Insured amounts to include VAT.**

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

**Tender / Quotation no:**

## B 7.0 Obligations of the employer [12.1]

| | |
|---|---|
| Existing premises will be in use and occupied [12.1.2] | Applicable |
| If applicable, description:<br>The contractor to protect areas that they will not be working on within the vicinity of the Magistrate Ofiices | |
| Restriction of working hours [12.1.2] | Applicable |
| If applicable, description:<br>The contractor will not be allowed to work when the court/s is/are in proceeding | |
| Natural features and known services to be preserved by the contractor [12.1.3] | Not Applicable |
| If applicable, description: | |
| Restrictions to the site or areas that the contractor may not occupy [12.1.4] | Not Applicable |
| If applicable, description: | |
| Supply of free issue of material and goods [12.1.10] | Not Applicable |
| If applicable, description: | |

## B 8.0 Appointment of Nominated Subcontractors [14.0]

| | |
|---|---|
| Not Applicable | If applicable, description of specialisation |
| Specialisation 1 | N/A |
| Specialisation 2 | N/A |
| Specialisation 3 | N/A |
| Specialisation 4 | N/A |
| Specialisation 5 | N/A |

## B 9.0 Appointment of Selected Subcontractors [15.0]

| | |
|---|---|
| Not Applicable | If applicable, description of specialisation |
| Specialisation 1 | N/A |
| Specialisation 2 | N/A |
| Specialisation 3 | N/A |
| Specialisation 4 | N/A |
| Specialisation 5 | N/A |

**Tender / Quotation no:**

## B 10.0 Appointment of Direct Contractors [16.0]

| Not Applicable | If applicable, description of extent of work [12.1.11] |
|---|---|
| Extent of work | N/A |
| Extent of work | N/A |
| Extent of work | N/A |
| Extent of work | N/A |
| Extent of work | N/A |

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

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

## B 12.0 **Contract period** [B18: 1.2], **Construction period** [B18: 1.1], **Possession of site** [12.1.5], **Practical Completion** [19.0; 20.0], **Works Completion** Refer B18.0 [19.8], **Final Completion** [21] **and Penalties** [24.0]

### B12.1 Contract Period

| **Contract period** [B18: 1.2]**:** Period in **months** as indicated, include time for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion | |
|---|---|
| **The contract period is determined as follows (**Period/s indicated in months): | |
| Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent | 1 Month |

**Tender / Quotation no:**

| | |
|---|---|
| Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent | 1 Month |
| Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1] | 04 Months |
| Period to achieve Works Completion Refer B18.0 [19.8] | 7 Calendar Days |
| Defect liability period up to and including Final Completion | 3 |
| **Total Contract period** [B18: 1.2] | 12 Months |
| Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1] | R 189.00 |

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

| | |
|---|---|
| **Construction period** [B18: 1.2] and **Practical Completion for the Works as a whole** [19.0] The time for achieving Practical Completion of the whole of the Works is **measured from the** date of possession of the **site** by the **contractor** inclusive of all **public holidays, special non-working days and builders' holiday shut down periods.** | Applicable |
| The date for practical completion for the works as a whole shall be the period in **months** as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1] | 04 Months |
| Period for inspection in **working days** by the principal agent [19.3] | 2 Days |
| **Penalty amount** per calendar day for **late Practical Completion**, excluding VAT. [24.1] | R1 890.00 |
| **Penalty amount** per calendar day for **late Works Completion** Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R 567.00 |
| **Penalty amount** per calendar day for **late Final Completion** [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R 283.50 |

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

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

**Tender / Quotation no:**

| | |
|---|---|
| The date for practical completion for **the whole** of the Works, if applicable shall be the period in **months** as indicated from the date of possession of the site by the contractor inclusive of all **public holidays, special non-working days and builders' holiday shut down periods** [12.2.7; 24.1] | N/A |
| Penalty for late Practical Completion, ***if completion in sections is required,*** excluding VAT | |
| The penalty amount per day for failing to complete **section 1** of the Works is: | R N/A |
| The penalty amount per day for failing to complete **section 2** of the Works is: | R N/A |
| The penalty amount per day for failing to complete **section 3** of the Works is: | R N/A |
| The penalty amount per day for failing to complete **section 4** of the Works is: | R N/A |
| The penalty amount per day for failing to complete **section 5** of the Works is: | R N/A |
| The penalty amount per day for failing to complete **section 6** of the Works is: | R N/A |
| The penalty amount per day for failing to complete **the whole** of the Works, if applicable, is: | R 1,890.00 |
| Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete **the whole of the Works**, excluding VAT | |
| Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete **the whole of the Works**, excluding VAT | |

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

| **Criteria to achieve Practical Completion not covered in the definition of practical completion** | |
|---|---|
| **13.1** | Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate |
| **13.2** | All relevant CoCs |
| **13.3** | All guarantees |
| **13.4** | Training on electrical, security and mechanical installations if contractually required |
| **13.5** | Maintenance / operating manuals |
| **13.6** | |
| **13.7** | |
| **13.8** | |
| **13.9** | |
| **13.10** | |

**Tender / Quotation no:**

## B 14.0 Defects liability period [21.0]

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

| Not applicable | If applicable, description of applicable elements |
|---|---|

| | |
|---|---|
| **14.1** | Emergency generator/s |
| **14.2** | Air conditioning system and plant |
| **14.3** | Security system/s (e.g. Access control, Intruder alarm, etc.) |
| **14.4** | Electrical equipment (e.g. Electric operated doors, Electric motors, etc.) |
| **14.5** | Lifts |
| **14.6** | Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.) |
| **14.7** | Civil works |
| **14.8** | Landscaping including automated systems (irrigation) |
| **14.9** | |
| **14.10** | |

## B 15.0 Payment [25.0]

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

## B 16.0 Dispute resolution [30.0]

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

**Tender / Quotation no:**

## B 17.0 JBCC® General Preliminaries - selections

| | | |
|---|---|---|
| Provisional bills of quantities [P2.2] | | Applicable |
| Availability of construction information [P2.3] | | Applicable |
| Previous work - dimensional accuracy - details of previous contract(s) [P3.1] | | Not Applicable |
| Previous work - defects - details of previous contract(s) [P3.2] | | Not Applicable |
| Inspection of adjoining properties - details [P3.3] | | Not Applicable |
| Handover of site in stages - specific requirements [P4.1] | | Not Applicable |
| Enclosure of the works - specific requirements [P4.2] | | Applicable |
| Geotechnical and other investigations - specific requirements [P4.3] | | Not Applicable |
| Existing premises occupied - details [P4.5] | | Applicable |
| Services - known - specific requirements [P4.6] | | Applicable |
| Water [P8.1] | By contractor | Applicable |
| | By employer | Not Applicable |
| | By employer – metered | Applicable |
| Electricity [P8.2] | By contractor | Applicable |
| | By employer | Not Applicable |
| | By employer – metered | Applicable |
| Ablution and welfare facilities [P8.3] | By contractor | Applicable |
| | By employer | Not Applicable |
| Communication facilities - specific requirements [P8.4]<br>The contractor's representative on site to have mode of communication | | Applicable |
| Protection of the works - specific requirements [P11.1]<br>The contractor to protect areas that they will not be working on within the vicinity of the Magitrate Office | | Applicable |
| Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]<br>The contractor to protect areas that they will not be working on within the vicinity of the Magitrate Office | | Applicable |
| Disturbance - specific requirements [P11.5]<br>The contractor wil not be allowed to work when the court/s is/are in proceeding | | Applicable |
| Environmental disturbance - specific requirements [P11.6] | | Not Applicable |

**Tender / Quotation no:**

## B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

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

| | |
|---|---|
| 1.2 | **Definitions**<br><br>**The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.**<br><br>**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.<br><br>**AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.<br><br>**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion.**<br><br>**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion.<br><br>**COST FLUCTUATION** shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.<br><br>**DEFAULT INTEREST**: No clause.<br><br>**GUARANTEE FOR CONSTRUCTION**: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].<br><br>**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.<br><br>**LETTER OF ACCEPTANCE**: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.<br><br>**PAYMENT CERTIFICATE**: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.<br><br>**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies.** In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies.**<br><br>**TARGETED SUBCONTRACTORS:** Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time. |

**Tender / Quotation no:**

| CONTRACT SPECIFIC DATA | |
|---|---|
| The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract: | |
| 3.3 | Replace clause with the following:<br>This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]. |
| 4.2 | Refer to clause 6.7 [CD]. |
| 4.3 | Replace clause with the following:<br>Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained. |
| 5.2 | Replace last sentence with the following:<br>The original signed agreement shall be held by the Employer. |
| 5.4 | Replace clause with the following:<br>The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference. |
| 5.5 | Replace clause with the following:<br>The parties may publish or disclose on any platform only the contract scope and contract amount. |
| 6.5 | Replace clause with the following:<br>Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently. |
| 6.7 | Add the following as clause 6.7:<br>In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12. |
| 7.2 | Replace first sentence with the following:<br>Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof. |
| 8.4 | Replace clause with the following:<br>The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary. |
| 9.2.7 | Add the following to the end of the first sentence: "…. due to no fault of the contractor". |

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

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

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

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

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

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

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

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| 21.6.2 | Omit clause. |
| 21.13 | Add the following as clause 21.13<br>The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14. |
| 21.14 | Add the following as clause 21.14<br>Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0]. |
| 22.3.2 | No clause. |
| 23.1 | Refer to clause 6.7 [CD]. |
| 23.2 | Refer to clause 6.7 [CD]. |
| 23.2.13 | No clause. |
| 23.3 | Replace 23.3 with the following:<br>Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]. |
| 23.7 | Refer to clause 6.7 [CD]. |
| 23.8 | Refer to clause 6.7 [CD]. |
| 24.1 | Replace clause 24.1 with the following:<br>Where the **contractor** fails to bring the **works,** or a **section** thereof, to **practical-, works-, or final- completion** by the applicable completion date [B10 CD], or the revised applicable completion date, the **contractor** shall be liable to the **employer** for the **penalty** [B10 CD]. |
| 24.2 | Replace clause 24.2 with the following:<br>Where the **employer** elects to levy such **penalty** the **employer,** or the **principal agent** on instruction from the **employer,** shall give **notice** thereof to the **contractor.** The **principal agent** shall determine the **penalty** due from the later of the date for **practical- works-, or final- completion** [B10 CD], or the revised date for **practical- works-, or final- completion,** up to and including the earlier of: |
| 24.2.1 | Replace clause 24.2.1 with the following:<br>The actual or deemed date of **practical-, works- or final- completion** of the **works,** or a **section** thereof [23.7.1]. |
| 25.2 | Replace clause 25.2 with the following:<br>The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount. |

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

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| 25.12<br>Continued | (Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])<br><br>25.12.6 Where security is a payment reduction in term of Option C, the value of the **works** in terms of 25.1 and **materials and goods** in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:<br><br>25.12.7 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion.**<br><br>25.12.8 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion.**<br><br>25.12.9 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 26.<br><br>25.12.10 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 26 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate.** |
| 26.1 | Refer to clause 6.7 [CD]. |
| 26.4.3 | Omit clause. |
| 26.7 | Refer to clause 6.7 [CD]. |
| 26.10 | Replace 26.10 with the following:<br>The **principal agent** shall prepare the final account in consultation with the employer and issue the **final account,** to the **contractor** within sixty (60) **working days** of the date of **practical completion.** |
| 26.12 | Refer to clause 6.7 [CD]. |
| 27.1. 2 | Replace 27.1.2 with the following:<br>Interest due to late payment only. |
| 27.1.4 | Replace 27.1.4 with the following:<br>Interest due to late payment only. |
| 27.1.5 | No clause. |
| 27.5 | Add the following as clause 27.5:<br>Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security. |

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

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

## B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

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

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

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

### C TENDERER'S SELECTIONS

**C 1.0 Securities** [11.0]

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

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

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

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

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

**Tender / Quotation no:**

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

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

**Contractor's selection**

Select Option A or B

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

**Payment methods**

| | |
|---|---|
| Option A | The **preliminaries** shall be paid in accordance with an amount prorated to the value of the **works** executed in the same ratio as the amount of the **preliminaries** to the **contract sum**, which **contract sum** shall exclude the amount of **preliminaries**. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio |

| | |
|---|---|
| Option B | The **preliminaries** shall be paid in accordance with an amount agreed by the **principal agent** and the **contractor** in terms of the **priced document** to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the **principal agent** and adjusted from time to time as may be necessary to take into account the rate of progress of the **works** |

**Lump sum contract**

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

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

**Contractor's selection**

Select Option A or B

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

**Provision of particulars**

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

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

**Adjustment methods**

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

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

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

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

**Lump sum contract**

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

# C1.3 Form of Guarantee

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

# DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

**FOR ATTENTION**

The Head of Department
Private Bag X 949
Polokwnae
0700

Sir,

## FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between _____

_____ _____(hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: ***insert Contract / Tender No***, for the Repairs and Renovations of Buildings at Groblerdal Magistrate Offices (hereinafter referred to as the "contract") in the amount of R , ( ), (hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____and hereby

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

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.

4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

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

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the aforegoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.

7. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
   (b) shall lapse on the date of the last **certificate of practical completion**.

8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

**SIGNED AT** _____ **ON THIS** _____ **DAY OF**

_____ **20**__

**AS WITNESS**

1. _____

2. _____

_____

**By and on behalf of**

_____

_____

_____

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

**NAME:** _____

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

**DATE:** _____

**A. No alterations and/or additions of the wording of this form will be accepted.**

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

**C. This GUARANTEE must be returned to:** _____

_____

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

# DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

**FOR ATTENTION**

***The Head of Department***
Private Bag ***X 949***
***Polokwane***
***0700***

Sir,

## VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between _____

_____ _____(hereinafter referred to as the "**contractor"**) and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: ***insert Contract / Tender No***, for the ***Repairs and Renovations of Buildings at Groblersdal Magistrate Offices*** (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 ***i,***
**( )** 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.

**Tender no:** ***insert tender number***

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **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 aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.

8. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or

   (b) shall lapse in accordance with clause 2(d) above.

9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

**SIGNED AT** _____ **ON THIS** _____ **DAY OF** _____ **20**__

**AS WITNESS**

**1.** _____

**2.** _____

**Tender no:** ***insert tender number***

**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 Instruction

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

| | | | | | |
|---|---|---|---|---|---|
| **Project title:** | *Groblersdal Magistrate Offices: Repairs and Renovations of Buildings* | | | | |
| **Tender / Quotation no:** | *PLK23/02* | **WCS no:** | | **Reference no:** | *6015/0001* |

## C2.1 Pricing Assumptions

### C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the form and nature of the Site and its surroundings, including subsurface conditions,

(b) the hydrological and climatic conditions,

(c) the extent and nature of work and materials necessary for the execution and completion of the Works,
(d) the means of access to the Site and the accommodation he may require

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

## C2.1.2 VALUE ADDED TAX

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

## C2.1.3 CORRECTION OF ENTRIES

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

## C2.1.4 ARITHMETICAL ERRORS

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

## C2.1.5 TRADE NAMES

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

## C2.1.6 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any

parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### C2.1.7 FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments **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.

### C2.1.8 PAYMENTS

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

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

### C2.1.9 ACCOMMODATION ON SITE

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

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

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

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

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

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

## C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

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

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

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

**MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017**

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

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

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Payment

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

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

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

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

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

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

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

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

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

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

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

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

**Table 3: Notional Cost of Training; Headcount**
*Source: cidb Standard for Skills Development*

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

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

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

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

*Table 4: Notional cost recalculation upon appointment of beneficiaries*

| Skills Types | Number of learners | Notional Cost / Learner / Quarter | Notional cost/learner/year | Total Notional Cost over 12 months Contract |
|---|---|---|---|---|
| **Method 2:** Workplace learning opportunities, with unemployed TVET graduates | 1 | R23 000 | R92 000 | R92 000 |
| **Method 3:** Candidacy for an unemployed learner with a 3-year qualification | 1 | R61 500 | R246 000 | R246 000 |
| Total | 2 | | | R338 000 |

### C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

### C2.1.11.8 LABOUR-INTENSIVE WORKS

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

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

### C2.2 Submission of Accrual Reports

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

# Part C3: Scope of Work

# C3: Scope of Work

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

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Offices: Repairs and Renovations of Buildings*** | | |
| **Tender / Quotation no:** | *PLK23/02* | **Reference no:** | *6015/0001* |

## C3. Scope of Works

### C3.1 EXTENT OF THE WORKS

The works basically comprises the general repairs and renovations to the existing Groblersdal Magistrate Offices including associated electrical and external works.

### C3.2 ORDER OF THE WORKS

The sequence of works will be determined in consultation with the office manager.

### C3.3 BUILDINGS OCCUPIED

The existing building will be occupied, the work areas will be pre-determined in consultation with the office manager

### C3.4 ACCESS

There are no restrictions to access the site, however, the contractor is to arrange with the Magistrate Officials for specific restrictions pertaining to access to the courts and/or any other buildings

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

### C3.5 STANDARD MINIMUM REQUIREMENTS

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

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

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

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

C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

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

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

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

**MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017**

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

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

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

(a) SMME's involvement of at least **N/A** of the tender amount at the time of tender to be sourced from within **N/A km** radius of the project site with the intention to maximize use of local SMMEs within **N/A**

(b) SMME's involvement of at least **N/A** of the Tender Value to be sourced from within **N/A km** radius of the project site.

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

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

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

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

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

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

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the **minimum thirty percent (30%)** SMME participation based on the tender amount including VAT, will result in a **N/A** penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

### C3.6.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.
Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **N/A**, and provided that:
(a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
(b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
(c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
(d) Materials of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/A km** radius of the project site,

(e) Material of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/Akm** radius of the project site.

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

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

### C3.6.3 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

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

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

A targeted supplier is a targeted enterprise that
a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
b) engages, as its principal business and in its own name, in the purchase and sale of goods.
Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **N/A**, and provided that:
(a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
(b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
(c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
(d) Materials of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/Akm** of the project site,
(e) Material of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/Akm** of the project site.

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

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

## C3.6.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

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

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

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

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

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

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

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

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.6.5.1 <u>Criteria</u>

The main or lead partner of the successful bidder shall:

(a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;

- Administrative and cost control systems
- construction management systems and plans
- planning, tendering and programming
- business; technical; procurement skills
- legal compliance
- credit rating/history; financial loan capacity/history
- contractual knowledge

(b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise

(c) The contractor shall appoint an enterprise development coordinator to:

- perform needs analysis on the targeted enterprise to identify developmental goals
- develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
- provide internal mentorship support to improve the targeted enterprise/s performance
- monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
- submit a project completion report to the Employer's representative for each targeted enterprise.

C3.6.5.2 Management

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

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

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

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

C3.6.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.6.5.5 The Key Personal

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

C3.6.5.6 Management Meetings

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

C3.6.5.7 Forms for contract administration

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

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

C3.6.5.8 Records

The contractor shall:

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

C3.6.5.9 Payment Certificates

The contractor shall:

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

C3.6.5.10 Compliance requirements

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

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

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

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

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

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

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

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

C3.6.6.1 Methodology

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

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

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

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

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

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

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

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

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

***Table 3: Notional Cost of Training per Headcount***

*Source: cidb Standard for Skills Development*

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

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

(a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).

(b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.

(c) The successful contractor shall employ at least **insert applicable percentage, both in words and figures** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) in the employment of the employer.

(d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.

(e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.

(f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.

(g) One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates. (Delete that which is not applicable)

C3.6.6.2 Management

(a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.

(b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.

(c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates. (delete that which is not applicable)

(d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable)within 30 days of start of the contract.

(e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.

(f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable)within 30 days of start of the contract.

(g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.

(h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.

(i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).

(j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).

(k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.

(l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

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

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

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

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

## C3.6.8 LABOUR-INTENSIVE WORKS

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

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

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

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

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

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

## C3.6.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

**Precedence**

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

.

**Hand excavateable material**

Hand excavateable material is:

**a) granular materials:**

i) whose consistency when profiled may in terms of table 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 come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

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

**Clearing and grubbing**
Grass and bushes shall be cleared by hand.

**Shaping**
All shaping shall be undertaken by hand.

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

**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 undertaking by sprigging, sodding, or seeding by hand.

**Stone pitching and rubble concrete masonry**
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.
Grout shall be mixed and placed by hand.

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

## C3.7 Submission of Accrual Reports

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

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

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

**Examples of calculating CPGs and related penalties**

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

**CPG values in the CPG Bill of Quantities Section will be recalculated based on the "Tender Amount" or the "Contract Amount" which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original "Tender Amount" or the "Contract Amount", has been achieved.**

### 1.1. 30% SMME mandatory subcontracting CPG

When applicable, a minimum of 30% of the total tender amount at the time of award, including all allowances and VAT are to be subcontracted to SMMEs.

CPG calculation example:
"Tender Amount" = R150 mil
CPG 30% subcontracting value = R45 Mil

Calculation of penalty:
Percentage penalty applicable = 5% as specified in the Scope of Works (PG01.2)
CPG Achieved = R30 Mil (R15 Mil shortfall)
Penalty = R15 Mil x 5% = R750 000 Excl. VAT

### 1.2 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:
Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)
CPG target value = R6,5 Mil excluding VAT
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT
Penalty = R1 Mil x 10% = R100 000 excluding VAT

### 1.3 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:
Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)
CPG target value = R6,5 Mil excluding VAT
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT
Penalty = R1 Mil x 20% = R200 000 excluding VAT

### 1.4 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to complete the Works.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Number of working days required to complete the Works based on the construction period = 600 days
CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)
Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:
Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)
CPG = 600 working days x 30% = 180 working days training to be provided
CPG Achieved = 160 days (20 days shortfall where no training was provided)
Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

### 1.5 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:
Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.
Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25
Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)
Penalty = 5 x R2 500 = R12 500 Excl. VAT

### 1.6 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a "LI".

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

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

## 1.7 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "contract Amount", the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG Minimum 5% = R6,5 Mil
Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:
The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.
Number of enterprises to be trained = 6 x 1 GB subcontractors
Total cost for training = R 1 660 000

Calculation of penalty
Total number of enterprises to be trained = 6
Total number trained = 4 (2 Shortfall)
Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary
Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

| B of Q Item | Description | Unit | Rate | Quantity | Amount (R) |
|---|---|---|---|---|---|
| **5** | **Enterprise Development** | | | | |
| 5.1 | Enterprise Development of Targeted Enterprise or JV partners | | | | |
| 5.1.1 | Appointment of training co-ordinator | Per Quarter | 45 000 | 8 | 360 000 |
| 5.1.2 | Appointment of Mentor /Training Service provider | Per Quarter | 135 000 | 8 | 1 080 000 |
| 5.1.3 | Needs Analysis and Enterprise Development Plan per Targeted Enterprise | No. | 5 000 | 6 | 30 000 |
| 5.1.4 | Monitoring and Interim reporting per targeted enterprise | Per Quarter | 20 000 | 8 | 160 000 |
| 5.1.5 | Project Completion report per Targeted Enterprise | No. | 5 000 | 6 | 30 000 |
| | **Provisional Sum to be carried over to CPG bill of quantities** | | | | **1 660 000** |
| | "Contract amount" Tender amount excl. allowances and VAT, | 130 000 000 | | | |
| | CPG Monetary value (5%) to be subcontracted to beneficiaries for training | 6 500 000 | | | |
| | No of enterprises based on the CPG value | 6 | Grade 1 / 2 GB/CE,ETC. | | |
| | Contract period (months) | 24 | | | |

**Note: Rates to be determined by PQS and adjusted to accepted quotation amounts**

## 1.8 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

**CPG Calculation**

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

*Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)*

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

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

**Contractor CPG:**
CPG calculation
"Contract amount" x factor from Table 3 above.

CPG calculation example:
"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Factor for GB = 0,5% (as per Table 2 above)
CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total cost of training to amount to R650 000

Calculation of penalty:
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG value = R650 000
Achieved = R550 000 = R100 000 Shortfall
Penalty = R100 000 x 30% = R30 000 Excl. VAT

**Calculations based on "Contract Amount" after b5d award and aafter bid award and appointment of beneficiaries**
Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the "Contract Amount" be achieved.

*Table 4: Notional cost recalculation upon appointment of beneficiaries.*
*Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)*

| Skills Types | Number of learners | Notional Cost / Learner / Quarter | Notional cost / learner / year | Total Notional Cost over 12 months Contract |
|---|---|---|---|---|
| **Method 2:** Workplace learning opportunities, with unemployed TVET graduates | 2 | R23 000 | R92 000 | R184 000 |
| **Method 3:** Candidacy for an unemployed learner with a 3-year qualification | 2 | R61 500 | R246 000 | R492 000 |
| Total | 4 | | | R676 000 |

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

*Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period*

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## 1 Introduction

The Department of Public works' responsibility and commitment to ensure a safe working environment are in line with the Safety, Health, and Environmental Policy, along with legislative obligations. The objective of this Specification is to outline the requirements appropriate to the Occupational Health and Safety Act 85/1993 and Regulations and to ensure that a common approach is adopted when engaging in construction work. In terms of the OHSACT's Construction Regulations, every client undertaking construction work is required to implement a compliance management system for the construction project it undertakes. The objective of the management system is to facilitate compliance with the OHSACT and in specific the requirements of the Construction Regulations.

Duties of Client Construction Regulation 5(1)(a) (b) (c) requires Public works as the client to compile an occupational health and safety specification for the Repairs and Renovations of existing Groblersdal Magistrate Offices project and the principal contractor, appointed by Public works in terms of Regulation 5 (1) (k) is required to prepare an occupational health and safety plan. This plan has to be prepared in terms of Regulation 7 (1) as well as the client's occupational health and safety specification. In terms of Regulation 5 (1) (l), Public works and the principal contractor are required to agree on the occupational health and safety plan before any work may commence. The Client's further duties are as described in The Act and the Regulations made there-under.

## 2 Scope and Purpose of Health and Safety Specification Document

The Health and Safety Specifications pertaining to the Repairs and Renovations of existing Groblersdal Magistrate Offices project cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Department pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

The purpose of this SHE Specification is to provide a framework for Health, Safety, and Environmental Requirements relevant to the work to be done regarding the repairs and renovations of existing Groblersdal Magistrate Offices so as to ensure the Health and Safety of persons. These specifications shall act as the basis for the drafting of the principal contractors' and contractors' construction phase Health & Safety plans.

## 3 Definitions

- "Client"

means any person for whom construction work is performed.

- "Construction Work"

is defined as any work in connection with –

the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.

- "Contractor"

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors.

- Designer

A competent person who

(i) Prepares a design

(ii) Checks and approves a design

(iii) Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employ

(iv) Designs temporary, including its components

(b) an architect or engineer contributing to, or having overall responsibility for a design

(c) a surveyor specifying articles or drawing up specifications.

- "Fall arrest equipment"

means equipment used to arrest a person in a fall, including personal equipment a body harness, lanyards, deceleration devices, lifelines or similar equipment;

- "Health and Safety File"

means a file, or other record in permanent form, containing the information required a contemplated in the regulations.

- "Health and Safety Plan"

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

- "Health and Safety Specification"

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

- "Method Statement"

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

- "National Building Regulations "

means the National Building Regulations made under the promulgated by Government Notice NO. R. 2378 of 30 July 1990,as amended by Government Notice NO's R.432 of 8 March 1991, R. 919 of July 1999 and R. 547 of 30 May 2008.

- On site/site

any workplace where the contractor or his/her employees perform contract- related work.

- "Person day"

means one normal working shift of carrying out construction work by a person on a construction site.

- "Principal Contractor"

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site.

- "Risk Assessment"

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

- " The Act"

means the Occupational Health and Safety Act, 1993(Act No. 85 of 1993)

### 3.1. Foodstuffs Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)

**Definitions**

"Best available method"-

Means methods which is practicable and necessary for the protection of food against contamination or spoilage having due regard to local conditions and circumstances whether at or on food premises or elsewhere, the prevailing extent of established practice and the financial implications thereof;

"Certificate of acceptability"-

Means certificate of acceptability referred to in regulation 3;

"Clean"-

means free of the dirt, impurity, objectionable matter or contamination to the extent that a state of hygiene is attained, and "keep clean" has a similar meaning;

"container" or "food container"-

Includes anything in which or with which food is served, stored displayed, packed, wrapped, kept or transported and with which food is in direct contact;

Contaminate"- means the effect exerted by an external agent on food so that it-

(A) does not meet a standard or requirement determined by law;

(B) does not meet acceptable food hygiene standards or consumer norms or standards;

(C) is unfit for hum consumption; and "contamination" has a corresponding meaning;

"Facility"-

Means any apparatus; application, appliance, equipment, implement, storage space, working surface or object used in connection with the handling of food;

"Food"-

Means a foodstuff intended for human consumption as defined in section 1 of the Foodstuffs Cosmetics and Disinfectants Act 1972 (Act 54 of 1972), excluding food referred to in regulation 14;

"Handle"-

Includes manufacture, process, produce, pack, prepare, keep, offer, store, transport or displayed for sale or for serving and "handling" has a corresponding meaning

"Health hazards"-

Include any condition, act or omission that may contaminate or spoil food so that consumption of such food is likely to be dangerous or detrimental to health;

"Inspector"-

Means any person contemplated in section 10 of the Act

"Person in charge"-

With regard to any food premises, means a natural person who is responsible for the food premises and /or the owner of such food premises, as the case may be;

"Vehicle"-

Means a train, trolley wagon, cart, bicycle sled truck boat, ship or aero plane, and includes any other craft, vehicle or conveyance used in the handling or transport of food;

"Water"-

Means water that complies with the requirements set out in SANS 241: Water for domestic suppliers

### 3.2. Norms and Standards

The areas of activity at the Prison, where environmental health and occupational hygiene norms and standards apply, are the following:

- Physical Facilities
- Building Requirements
- Food Service Unit
- Water
- Laundry Facility
- Prison Waste Management
- Occupational Hygiene in the Prison Work Environment ·
- Infection Control
- Environmental Pollution Control
- Management

Environmental health and occupational hygiene norms and standards are based on national and provincial legislation and guidelines, the South African Bureau of Standards Specifications and Codes of Practice, the Council for Scientific and Industrial Research Guidelines and World Health Organization Technical Reports /Guidelines.

## 4 Project works information, scope of work, and other details

### 4.1. Location of site

The magistrate court here after referred to as "the site" is situated in Groblersdal of the Limpopo Province, at 13 Tautes Ave, Groblersdal, 0470

### 4.2. Scope of work

The work to be carried out on the project would include amongst others:

- Painting and Re-plastering of internal and external walls.
- Replacement of tiles and placing of carpets on the floors.
- Replacement of ceilings and cornices.
- Roof repairs
- Servicing of electrical and bathroom appliances.
- Paving of parking lot.

## 5 Requirements

### 5.1. General requirement

The Contractor shall:

a) create and maintain a safe and healthy work environment,

b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and

c) respond to the notices issued by the Employer's Health and Safety Agent as follows:

1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;

2) Contravention Notice: rectify contravention as soon as possible;

3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

### 5.2. General requirements of the designer

The designer shall:

(a) ensure that the applicable safety standards incorporated into these Regulations under section 44 of the Act are complied with in the design;
(b) take into consideration the health and safety specification submitted by the client;
(c) before the contract is put out to tender, make available in a report to the client-
(i) all relevant health and safety information about the design of the relevant structure that may affect the pricing of the construction work;
(ii) the geotechnical-science aspects, where appropriate; and

(iii) the loading that the structure is designed to withstand

(d) inform the client in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;

(e) refrain from including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which can be avoided by modifying the design or by substituting materials;

(f) take into account the hazards relating to any subsequent maintenance of the relevant structure and must make provision in the design for that work to be performed to minimize the risk;

(g) when mandated by the client to do so , carry out the necessary inspections at appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design: Provided that if the designer is not so mandated, the client's appointed agent in this regard is responsible to carry out such inspections;

(h) when mandated as contemplated in paragraph (g), stop any contractor from executing any construction work which is not in accordance with the relevant design's health and safety aspects: Provided that if the designer is not so mandated, the client's appointed agent in that regard must stop that contractor from executing that construction work;

(i) when mandated as contemplated in paragraph (g), in his or her final inspection of the completed structure in accordance with the National Building Regulations, include the health and safety aspects of the structure as far as reasonably practicable, declare the structure safe for use, and issue a completion certificate to the client and a copy thereof to the contractor; and

(j) during the design stage, take cognizance of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

### 5.3. General requirements of client

(1) The client must:

a) prepare a baseline risk assessment for an intended construction work project;

b) prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);

c) provide the designer with the health and safety specification contemplated in paragraph (b);

d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;

e) ensure that the designer carries out all responsibilities contemplated in regulation 6;

f) Include the health and safety specification in the tender documents; g) ensures that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;

h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;

i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;

j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);

k) appoint every principal contractor in writing for the project or part thereof on the construction site;

l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;

m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;

n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;

o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;

p) ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;

q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;

r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and

s) ensure that the health and safety file contemplated in regulation 7(1)(b) is kept and maintained by the principal contractor.

(2) Where a client requires additional work to be performed as a result of a design change or an error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.

(3) Where a fatality or permanent disabling injury occurs on a construction site, the client must ensure that the contractor provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative

Regulations, 2013, and that the report includes the measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

(4) Where more than one principal contractor is appointed as contemplated in subregulation (1) (k), the client must take reasonable steps to ensure co-operation between all principal contactors and contractors in order to ensure compliance with these Regulations.

(5) Where a construction work permit is required as contemplated in regulation 3(1), the client must, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed.

(6) Where notification of construction work is required as contemplated in regulation 4(1), the client may, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed: Provided that, where the question arises as to whether an agent is necessary, the decision of an inspector is decisive.

(7) An agent contemplated in subregulations (5) and (6) must— a) manage the health and safety on a construction project for the client; and b) be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions;

(8) When the chief inspector has approved a statutory body as contemplated in subregulation (7) (b), he or she must give notice of that approval in the Gazette.

## 6. Administration

### 6.1. Notification of intention to commence construction work

6.1.1 The Contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

a) involves the demolition of a structure exceeding a height of 3m;

b) involves the use of explosives to perform construction work;

c) involves the dismantling of fixed plant at a height greater than 3m;

d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:

(i) excavation work deeper than 1m; or
(ii) working at a height greater than 3 m above ground or a landing.

6.1.2 The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

6.1.3 The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

### 6.2. Copy of the Act

The Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

### 6.3. Good standing with the compensation fund or a licensed compensation insurer

The Contractor shall before commencing with any works on the site provide the Employer's Health and Safety Representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

### 6.4. Emergency procedures

6.4.1 The Contractor shall submit for acceptance to the Employer's Health and Safety Agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

a) identifies the key personnel who are to be notified of any emergency;

b) sets out details including contact particulars of available emergency services; and

c) the actions or steps which are to be taken during an emergency.

6.4.2 The Contractor shall within 24 hours of an emergency taking place notify the Employer's Health and Safety Agent/ Consultant in writing of the emergency and briefly outline what happened and how it was dealt with.

### 6.5. Health and safety Awareness

6.5.1 The Contractor shall provide Health and Safety awareness training and safety induction, and does not replace any sector specific, hazard specific or competency specific training. It should focus on the rights and responsibilities of workers, supervisors and employers.

The following training and awareness which are advised to be done:

- HIV and AIDS
- Distribution of choice Condoms (contractor can make arrangements with the local clinic to distribute them at the construction site and conduct HIV/ AIDS awareness)
- Eye safety awareness
- Skin Disorders and care
- STDs
- Shock
- PPE Compliance training
- Material Handling
- Stacking and Storage
- Housekeeping
- Alcohol abuse

The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

## 7. Application of Occupational Health and Safety Act, 1993 Construction Regulation 2014

The intended construction work falls within the scope of "construction work" as defined in the Construction Regulations, 2014 made under the Occupational Health and Safety Act 85 of 1993.

## 8. Administrative and Legal Requirements:

Parties using this specification shall apply the most recent edition of the documents listed below:

- Occupational Health and Safety Act 85 of 1993 and Regulations
- Construction Safety, Health and Environment Management
- OHS Act Requirements to be met by Principal Contractors Employed by Public Works and Public Works Distribution.
- Public Works Vehicle and Driver Safety Management procedure
- Public Works Incident/ Accident management procedure
- National Environmental Management Act 107/1998
- Compensation for Occupational Injuries and Diseases Act
- Basic Conditions of Employment Act 75/1997
- Labour Relations Act 66/1995
- National Road Traffic Act 93/1996
- Asbestos Regulation in the OHS Act

## 9. OH&S goals and objectives and arrangement for monitoring and reviewing OH&S performance

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

## 10. Required appointments as per the Construction Regulations

*Required appointments as per the Construction Regulations:*

| Item | Regulation | Appointment | Responsible Person |
|---|---|---|---|
| 1. | 5(1)(k) | Principal contractor for each phase or project | Client |
| 2. | 7(1)(c)(v) | Contractor | Principal Contractor |
| 3. | 7(3) | Contractor | Contractor |
| 4. | 8(1) | Construction supervisor | Contractor |
| 5. | 8(2) | Construction supervisor sub-ordinates | Contractor |
| 6. | 8(5) | Construction Safety Officer | Contractor |
| 7. | 9(1) | Person to carry out risk assessment | Contractor |
| 8. | 9(4) | Trainer/Instructor | Contractor |
| 9. | 10(1)(a) | Fall protection planner | Contractor |
| 10. | 10 (a) | Formwork & support work supervisor | Contractor |
| 11. | 10(e) + (f) | Formwork & support work examiner | Contractor |
| 13. | 13(2)(b)(ii)(b) | Professional engineer or technologist | Contractor |
| 18. | 16(1) | Scaffold supervisor | Contractor |
| 19. | 17(1) | Suspended platform supervisor | Contractor |

| | | | |
|---|---|---|---|
| 20. | 17(2)(c) | Compliance plan developer | Contractor |
| 21. | 17(8)(c) | Suspended platform expert | Contractor |
| 22. | 17(13) | Outrigger expert | Contractor |
| 23. | 19(8)(a) | Material hoist inspector | Contractor |
| 29. | 23(1)(d)(i) | Construction vehicle and mobile plant operator | Contractor |
| 30. | 23(1)(k) | Construction vehicle and mobile plant inspector | Contractor |
| 31. | 24(d) | Temporary electrical installations inspector | Contractor |
| 32. | 24 (e) | Temporary electrical installations controller | Contractor |
| 33. | 28 (a) | Stacking and storage supervisor | Contractor |
| 34. | 29 (h) | Fire equipment inspector | Contractor |

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site.

10.1. The requirements for the SHE REP HSE, OHS Manager, OHS Officer are as follows

**SHE REP HSE**

- minimum of 1year on construction site
- certificate from NOSA, DEKAR
- 1st Aider

**OHS Manager**

- Certificate / Diploma in Health and Safety
- 3 to 5 years' experience
- SACPCM stating that they are OHS manager

**OHS Officer**

- 1-3 years' experience
- Certificate /diploma in health and Safety
- SACPCM stating that the

## 11. Identification of Possible Hazards on Site

Various hazards are likely to be uncovered during any renovation project. The most common hazards on renovation jobs have been identified and must, as a minimum, be appropriately addressed by the principal contractor in the principal contractor's Health and Safety Plan. The principal contractor must perform its own risk assessments to enable it to take the necessary precautions to protect the health and safety of persons on the site, to comply with the principal

contractor's obligations under the Act and all Regulations made thereunder, including the Construction Regulations. All such precautionary measures and procedures must be included in the principal contractor's Health and Safety Plan, which must be submitted to the Client for

review and approval and where applicable should include detailed plans that address:

- Fall injuries,
- Electrocution,
- Caught-in and struck-by hazards,
- Exposure to overhead objects,
- Confined spaces, and airborne contaminates, such as dust, asbestos and silica.
- Regarding electrical renovations in particular, asbestos has been used in the past for raceway systems and for insulation material in high-temperature applications, such as conductor insulation and arc chutes in circuit breakers and disconnect devices.
- Additionally, renovation work sites may contain potentially hazardous materials not regulated by OSHA. For example, polychlorinated biphenyls (PCBs), which may be found in transformers, oil circuit breakers, capacitors, lead cables and lighting fixture ballasts.

*With regard to the removal of Asbestos on site, the contractor shall appoint a registered/ accredited company and competent person to remove the asbestos and dispose it in the right manner.*

## 12. Project site specific requirements

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

- Dealing with existing Structures.
- Installation & Maintenance of Temporary Construction Electrical Supply
- Lighting and Equipment
- Exposure to Noise
- Exposure to Vibration

Use of Portable Electrical Equipment including:

- Angle grinder
- Electrical Drilling machine
- Skill saw

Welding including:

- Arc Welding
- Gas welding
- Flame Cutting
- Use of LP Gas torches and appliance
- Loading & Offloading of Trucks
- Aggregate/Sand and other Materials Delivery
- Manual and Mechanical Handling
- Parking of Vehicles & Mobile Plant
- Driving & Operation of Construction Vehicles and Mobile Plant including:

- Layering and Bedding of trench floor
- As discovered by the Principal Contractor's hazard identification exercise.
- As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

## 13. Roles and Responsibilities

Health and safety management system

a. Health and safety philosophy
The Client is required to ensure a working environment which, as far as reasonably practicable, is safe and without risk to the health of persons on the site.

b. Contractor health and safety management system
The principal contractor will ensure and demonstrate to the Client that he, and all contractors to be appointed on this construction project, has adequately allowed for the cost of health and safety measures and resources (personnel) which may be required during the construction work.

c. Appointment of Client's Health and Safety Adviser
A Health and Safety Adviser will visit the site regularly to monitor and audit the execution of the contractors' Health and Safety Plans on behalf of the Client, without thereby limiting the contractors' own responsibility for health and safety, or attracting any vicarious responsibility or liability for the contractors' acts or omissions.

## 14. Occupational Health & Safety management

14.1. Structure and Organisation of OH&S Responsibilities

Overall Supervision and Responsibility for OH&S

- The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 7(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of

whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

- All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

### 14.2. Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

### 14.3. Occupational Health and Safety Act Section 37(2) agreements

The principal contractor as well as all contractors must sign the Client's Section 37(2) agreement before commencement of their particular work.

## 15. Contractor Health and Safety Plans

The contractor and sub-contractor working on the site will prepare a Health and Safety Plan to address and manage all applicable sources of risk as per items under point 4 of this specification as well as any other sources of risk which are identified during the contractor's own risk assessments. The principal contractor shall incorporate these into a single Health and Safety Plan for the execution of the entire contract works ("the Health and Safety Plan"). Should any further risks be identified in the course of the construction work, such risks must be assessed and addressed in amended Health and Safety Plans which must then be submitted to the Client for approval. The principal contractor shall notify Public Works of all sub-contractors that will be utilized for the project to submit their OHS Plans to be approved.

The Health and Safety Plan will also address the following matters:

- Legal appointments required by the OHS Act and any Regulations under the OHS Act.
- Procedures for compliance with all requirements of the Act and in particular Sections 8 and 9 of the OHS Act.
- System for recording and reporting of incidents both internal and external to the Department of Labour.
- Copy of the Act and its Regulations to be kept on the site and to be readily available to employees.
- Incident register to be kept on the site.
- Employment of only persons who are competent and have the necessary knowledge, training, qualifications and experience to perform the required construction work safely and effectively.
- Appointment of only competent, knowledgeable, trained, qualified and experienced persons to supervise the construction work.
- Procedures, training and arrangements for first aid facilities on the site.
- Procedures and arrangements for prompt reporting of injuries and other losses/incidents.
- Emergency plans to deal effectively with potential site emergencies during the duration of the project.
- Use of effective processes for the identification and close out of root causes of incidents and accidents.
- Attendance by all contractors of monthly site health and safety meetings.

- Demonstration by all contractors of their health and safety monitoring and auditing systems to ensure compliance with their Health and Safety Plans.
- Effective site health and safety induction programme for all workers on site. All contractor, contractor employees, subcontractor employees, visitors, and other persons are required to undergo induction before entry onto sites.
- Provision of SANS approved PPE to employees
- A system will be implemented for regulating visitors and employee access to the premise. The contractor must ensure that visitors/contractors are adequately inducted and always supervised. General induction should encompass general hazards
- prevalent on the site, risk assessment, rules and regulations, scope of authority, any hazards associated with the work to be performed, as well as the control measures to be taken and other related aspects. Security requirements shall be highlighted at
- induction training. All employees must have undergone pre-employment medical examination and have been found to be fit for duty. A copy of the certificate of fitness shall be presented.
- Where vehicles are used in connection with this project either for transporting employees or materials, the contracted company must ensure that the vehicles are compliant to
- procedure vehicle safety specification. The contracted company must implement systems to monitor and control driver behavior. Under no circumstances will employees be transported at the back of the bakkie or truck. Motor vehicles operated by contractors shall, in all respects, comply with the Road Traffic Ordinance and Road Traffic Act. Designated drivers shall be in possession of a national driver's licence issued to the person and valid for the class of vehicle they drive. It is the responsibility of the driver to ensure that:
- He/she and his/her passengers wear seat belts while the vehicle is in motion;
- He/she complies with all safety, directional, and speed signs;
- Vehicle loads are properly secured and loaded onto vehicles; and
- Vehicles are not overloaded.
- All requirements with regard to the transportation of tools/equipment/material and persons on the back of vehicles shall be adhered to:
- Where vehicles do not have sufficient lawful seating, workers may only be transported in busses.
- Fixed and firmly secured seats with seat belts – adequate for the number of passengers being transported.
- The driver and all passengers are to be seated with seat belts fastened when the vehicle is in motion.
- Tools, equipment, and material are to be secured in order to prevent movement.
- The responsible shall ensure that his/her employees and those of his/her subcontractors do not park vehicles in unauthorised zones/areas. The responsible person shall not expose their visitors or suppliers to site hazards. It is, therefore, essential to take all necessary steps to control the entry and movement of non-employees into or onto a
- construction site or any other workplace and to ensure that persons outside the workplace are not detrimentally affected by the workplace activities.

## 16. Additional duties of principal contractor

The contractor must notify the Department of Labour of the intention to carry out construction work. The principal contractor must coordinate the activities of all contractors and sub-contractors in the interests of health and safety. The principal contractor must carry out all other duties described in Regulation 7 of the Construction Regulations 2014.

The principal contractor must register in terms of the Compensation for Occupational Injuries and Diseases Act or any other compensation fund approved by the Commissioner for its workmen, and provides to the Client proof thereof and also that it is in good standing with the Compensation Commissioner or approved insurer.

### 16.1. Client

The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations 7 and determined by the Bills of Quantities.

The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

(i) have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
(ii) have failed to implement or maintain their health and safety plan;
(iii) have executed construction work which is not in accordance with their health and safety plan; or act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

## 17. Communication & Liaison

OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises. Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## 18. Safety file plans and records – Not limited to the following:

- Occupational Safety, Health and Environment Policy
- Appointments & Organogram

- Fall protection plan
- Emergency preparedness plan
- Waste management plan/ Cleaning strategy plan
- Incident and accident investigation records
- Notification made to Director of Labour
- Copy of certificate of registration
- Approval of the design of the part of electrical contractor
- Risk assessment
- Letter of Good Standing
- And all necessary checklists for inspections

## 19. Important lists and records to be kept

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

1 List of appointments
2 List of record keeping responsibilities
3 Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

## 20. Costing for health and safety- direct and indirect

Benefits of good health and safety

Addressing health and safety should be seen as regulatory burden: it offers significant opportunities.

Benefits can include:

- Reduced costs
- Reduced risks
- Lower employee absence and turnover rates.
- Fewer accidents.
- Lessened threat of legal action.
- Improved standing among suppliers and partners.
- Better reputation for corporate responsibility among investors, customers and communities.
- Increased productivity, because employees are healthier, happier and better motivated.

| *ITEM* | *COST* |
|---|---|
| COID | |
| Permit Application with Dept. of Labour (e.g. Demolition) | |

| | |
|---|---|
| Ergonomics/ Health/ Hygiene Assessment | |
| Training & awareness (non accredited) | |
| PPE | |
| Safety Officer | |
| SHE Rep | |
| Permits Fees | |
| Certification /Compliance (e.g. OHAS 18001) | |
| Insurance Premium & Public indemnity | |
| Fines and Penalties (if applicable) | |
| Insurance Excess (if applicable) | |
| Legal fees | |
| Risk Assessment (internal) | |
| Medical fitness surveillance | |
| UIF | |
| Signage | |
| Safety barricades | |
| Site Holding & Fencing | |
| First Aid Box | |
| First Aider | |
| Site Security | |

Below are estimated costs of managing health and safety per employee a year:

## 21. General

- The Contractor shall with respect to the site and the construction works that are contemplated:
  a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

  b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and

  c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- Nothing contained in or omitted from this Health and Safety Specification, or the Health and Safety Plan based on this specification, shall relieve the principal contractor of any of its obligations or liabilities.
- The Client shall/ will not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

- A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

I, the undersigned hereby acknowledge that I fully understand the contents of this Health and Safety Specification and the consequences of non-compliance.

Signed at ..... on this ..... day of ..... 20.....

..... .....

(Name) (Signature)

Name & Signature of Service Provider/Contractor Manager

.....

Name of Company

Signed: .....

(for and on behalf of the client/agent)

Place: ..... Date .....

# Part C4: Site Information

# C4: Site Information

# PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 6.2 of May 2018)

| | | | |
|---|---|---|---|
| **Project title:** | ***Groblersdal Magistrate Office: Repairs and Renovation of Buildings*** | | |
| **Tender no:** | ***PLK23/02*** | **Reference no:** | *6015/0001* |

## C4 Site Information

*(a)* A geotechnical report is not available, bidders are requested to have visual inspection and familiarize themselves with the site conditions during the site briefing.

*(b)* The site is in Sekhukhune District Municipality, in the Elias Motswaledi Local Municipality in Groblersdal Town,

Site Address: 15 Van Riebeeck, Groblersdal, 0470
Site Co-ordinates: -25.1684239, 29.394138

2. ENVIRONMENTAL ISSUES

The contractor to note that all construction activities, inclusive of temporary offices, storing facilities and or/yards, toilets, etc shall be at all times (during and after normal working hours) restricted to specific demarcated areas which will be indicated to the contractor by the Principal Agent on the day of the site handover. **No construction activities and /or movement of personnel will be permitted beyond the boundaries of these demarcated areas.**

The contractor will be liable throughout the construction period to prevent and minimize pollution, disruption, damages, etc. to the adjacent areas and/or vegetation. These areas include the site (s) used for:

- Temporary offices, stores, store yards, toilet, etc
- Any area (within and/or outside the demarcated area) of which the surface is temporarily Distort by the contractor's construction activities, i.e whilst mixing concrete and mortar, dumping/storing of material, etc.

3. **It will be required from the contractor that all distorted areas/facilities be rehabilitated to its original state and to the full satisfaction of the Principal Agent**