



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

**BILL OF QUANTITIES FOR
MANKWENG SAPS: UPGRADING OF POLICE STATION,
CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING
QUARTERS.**

ARCHITECT **QUANTITY SURVEYOR**

WICUS PRETORIUS ARCHITECTS CC
P O Box 272 THORNHILL PLAZA
POLOKWANE 0882
Email: wicus@wparch.za
Tel: 015-297 1542
Fax: 015-297 4725
*Mr Wicus Pretorius: 082 825 2941

SRSQS QUANTITY SURVEYING SERVICES
P O Box 789 THORNHILL PLAZA
POLOKWANE, 0882
Email: sandro@srsqs.co.za
Tel: 015 291 1005
Fax: 086 560 4404
Mr Sandro Shikwambana: 082 702 3540

ELECTRICAL & MECHANICAL ENGINEERS
INGCAL CONSULTING ENGINEERS
P O Box 2666 BENDOR PARK 0709
POLOKWANE
Email: rodneym@ingcall.co.za
Tel: 051-430 5435
Fax: 051-448 3871
*Mr Rodney Du Rand: 073 282 3228

STRUCTURAL & CIVIL ENGINEERS
TM CONSULTING
P O Box 4171
POLOKWANE 0700
Email: turnerlesj@gmail.com
Tel: 015-296 3225
Fax: 086 613 6722
Mr Les Turner: 082 375 3773

NAME OF TENDERER:

TENDER AMOUNT:



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

PLEASE TAKE NOTE

CLOSING TIME: 11:00am

CLOSING DATE: 29 APRIL 2025

BID NUMBER: PLK25/04

TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT

BE ACCEPTED FOR CONSIDERATION

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.

TENDER DOCUMENTS MAY BE POSTED TO

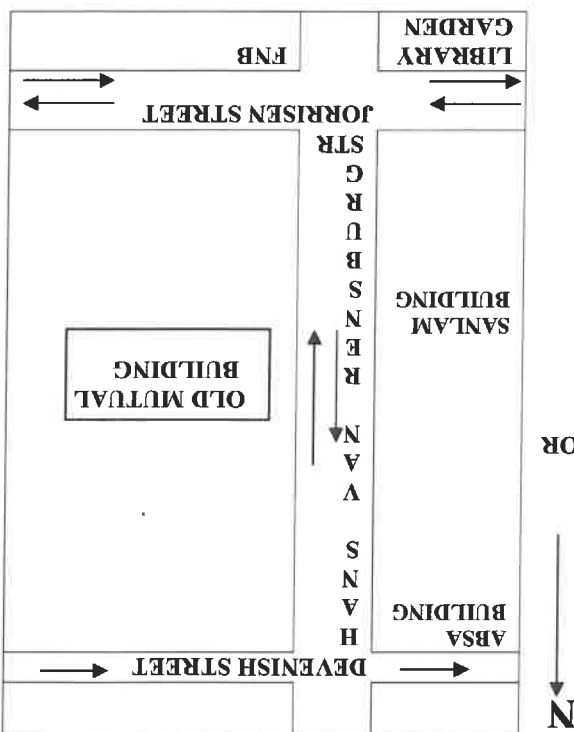
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

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.

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

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

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

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/>

Volume 1: Tendering procedures

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS (WCS NO: 014335)
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Tender no:	PLK25/04	Reference no:	6066/0006
Advertising date:	04/04/2025	Closing date:	29/04/2025
Closing time:	11h00am	Validity period:	84 Calendar days

1. REQUIRED CIBD GRADING

It is estimated that tenders should have a CIBD contractor grading designation of **6 GB** or **6 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 CIBD contractor grading designation of **Not applicable PE** or **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. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :		Weighting factor:
1. Work Force 1 Contractor to provide proof of work force to execute the project. Attach original certified copies of plumbing trade test certificate and SA ID (Identify Document) certified copies of certificate holder.	Artisan Plumber 2 certificates and above = 5 Points 1 certificate = 4 Points	10
2. Work Force 2 Contractor to provide proof of work force to execute the project. Attach original certified copies of electrical trade test certificate and SA ID (Identify Document) certified copies of certificate holder	Artisan Electrician 2 certificates and above = 5 Points 1 certificate = 4 Points	10

10	3. Work Force 3 Contractor to provide proof of work force to execute the project . Attach original certified copies of Carpenter trade test certificate and SA ID (Identify Document)certified copies of certificate holder Artisan Carpenter 2 certificates and above = 5 Points 1 certificate = 4 Points 4. Work Force 4 Contractor to provide proof of work force to execute the project . Attach valid original certified copy of Professional registration certificate with one of the following councils and SA ID copy of certificate holder SACQSP as Pr Quantity Surveyor or SACAP as Pr Architect 1 certificate = 5 Points 5. Work Force 5 Contractor to provide proof of work force to execute the project . Attach valid original certified copy of Construction health and safety Officer registered with SACPCMP certificate and SA ID certified copy of certificate holder 1 certificate = 5 Points	15	6. Work Force 6 Contractor to provide proof of work force to execute the project . Attach CV and certified copies of SA ID for confirmation of employed work force. Laboures 3 SA ID and above = 5 Points 2 SA ID = 4 Points 1 SA ID = 3 Points 7. Management 1	5	Contractor to attach Completion Letter or Certificate with reference for all previous similar project undertaken and completed successfully for the last 5 years with a value of R6 000 000.00 and above. (N.B Completion certificate or letter must indicate monetary value of the project.) N.B In instances where bidder attach sub-contracting completion letter or certificate, Bidder must attach appointment letter and completion letter for main contractor . Similar Completed Projects 4 projects and above = 5 Points 3 projects = 4 Points 2 projects = 3 Points	20	8. Equipments Contractor to provide evidence of registered certified copies of vehicle with capacity of 1 ton or above. Vehicle must be registered under the name of the company or the owner of the company. Utility vehicles 4 Vehicles = 5 Points 3 Vehicles = 4 Points 2 Vehicles = 3 Points	10	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".
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9. Financial Credibility	
Provide stamped bank rating from banking institute to justify the risk	credit rating of A = 5 Points credit rating of B = 4 Points credit rating of C = 3 Points credit rating of D = 2 Points credit rating of E = 1 Points
5	
100 Points	
Total	

(Weights for functionality must add up to 100. Weights 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:	60
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

as per the guideline, the bidder must have capacity, experience and able to attend to the remedial work.

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. 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, 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	Submission of a signed bid offer as per the DPW-07 (EC).
☒ 5	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
☒ 6	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
☐ 7	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory

8	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	Attach valid original certified copies of accredited person registered as Installation Electrician or Master Installation Electrician issued by the Department of Labour and ID certified copy of the certificate holder
11	☒	The bidder must be registered on CSD
12	☒	Submission of a valid Professional Construction Manager or Professional Construction Project Manager Certificate registered with SACPCMP and ID certified copy of the certificate holder.
13	☒	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.
14	☐	
15	☐	

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

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 initiated by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of boards 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	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☐	Submission of PA-16.1 (EC): Ownership Particulars
6	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☒	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☒	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.
13	☒	Submission PA 29
14	☒	Submission PA 09
15	☒	Attendance of non-compulsory site briefing
16	☐	
17	☐	
18	☐	

4.3. Indicate administrative requirements applicable for specific goals. Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:

☑ 5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. - Any account or statement which is in the name of the bidder. - Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent. - Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).

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".



5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any account or statement which is in the name of the bidder. - Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent.

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".



5.	OR	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. - Or • National Council for Persons with Physical Disability in South Africa registration (NCPDSA). • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

6. BID EVALUATION METHOD

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

Preference points scoring system ☒ 80/20	Preference points scoring system ☐ 90/10	Preference points scoring system ☐ Either 80/20 or 90/10
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. 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.

7.1 Technical risks:

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

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

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 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

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".

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For Internal & External Use

Effective date: 21 July 2023

Version: 2023/08

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.

7.2 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.

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIBB 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 cldb 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 cldb 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 cldb 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 cldb 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 cldb 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 cldb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cldb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cldb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cldb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

(e)	cibb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cibb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction April 2023 and the cibb Best Practice Project Assessment Scheme Notice No. 48491 of 28 43726 of 18 September 2020 – Condition of Contract.– 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

9. 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 **insert physical address**. A non-refundable bid deposit of **R insert amount** is payable (cash only) on collection of the bid documents.

10. 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:	Mankweng SAPS
Virtual meeting link:	N/A
Date:	16/04/2025
Starting time:	11H00am

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	L W PAPO	Telephone no:	015 291 6430
Cellular phone no	079 886 7880	Fax no:	N/A
E-mail	lesetja.papo@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Thato Morifi	Telephone no:	015 291 8012
Cellular phone no	N/A	Fax no:	
E-mail	Thato.Morifi@dpw.gov.za		

12. 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: The Director-General Department of Public Works and Infrastructure Private Bag X 9469 POLOKWANE 0700	OR	Deposited in the tender box at: 78 HANS van rensburg street Old Mutual Building Hans van Rensburg Street Room no: 10
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T1.2

TENDER DATA (DPW-03)

DPW-03 (EC): TENDER DATA

Project title:	MANKWENG SAPS: UPGRADING OF POLICE STATION, CONSTRUCTION OF ADDITIONAL OFFICES, LIVING QUARTERS AND CELLS
Reference no:	6066/0006

Tender / Quotation no:	PLK25/04	Closing date:	29/04/2025
Closing time:	11H00am	Validity period:	12 Weeks (84 Calendar 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). 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. 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. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract Data T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3 EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1 EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1 EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1 EC)

Tender no: PLK25/04

C.1.4	The Employer's agent is:	
Name:	Mr. L W PAPO	Capacity:
Address:	77 HANS VAN RENSBURG STREET, POLOKWANE, 0699	
Tel:	015 291 6430	
Fax:	086 587 8476	
E-mail:	lesefa.papo@dpm.gov.za	
C.2.1 C.3.11	A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:	
The following tenders 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 (* tenders 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): 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 6 GB or 6 GB** class of construction work; and 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 Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 6 GB or 6 GB** class of construction work; and - 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 6 GB or 6 GB** class of construction work ** 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: Not applicable		

Tender no: PLK25/04

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality Criteria		Weighting Factor
1. Work Force 1 Contractor to provide proof of work force to execute the project. Attach original certified copies of plumbing trade test certificate and SA ID (Identity Document) certified copies of certificate holder.	2 certificates and above = 5 Points 1 certificate = 4 Points	10
2. Work Force 2 Contractor to provide proof of work force to execute the project. Attach original certified copies of electrical trade test certificate and SA ID (Identity Document) certified copies of certificate holder	2 certificates and above = 5 Points 1 certificate = 4 Points	10
3. Work Force 3 Contractor to provide proof of work force to execute the project. Attach original certified copies of Carpenter trade test certificate and SA ID (Identity Document) certified copies of certificate holder	2 certificates and above = 5 Points 1 certificate = 4 Points	10
4. Work Force 4 Contractor to provide proof of work force to execute the project. Attach valid original certified copy of Professional registration with one of the following councils and SA ID copy of certificate holder SACQSP as Pr Quantity Surveyor or SACAP as Pr Architect	1 certificate = 5 Points	15
5. Work Force 5 Contractor to provide proof of work force to execute the project. Attach valid original certified copy of Construction health and safety Officer registered with SACPCMP certificate a and SA ID certified copy of certificate holder	1 certificates = 5 Points	15
6. Work Force 6 Contractor to provide proof of work force to execute the project. Attach CV and certified copies of SA ID for confirmation of employed work force.		5

☐	D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS D1. 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.		Table 1																		
	Serial No	Specific Goals	Preference Points Allocated out of 20 Documentation to be submitted by bidders to validate their claim																		
(Weights will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points) <table border="1"> <thead> <tr> <th colspan="2">Total</th> <th>100 Points</th> </tr> </thead> <tbody> <tr> <td> Laboures 3 SA ID and above = 5 Points 2 SA ID = 4 Points 1 SA ID = 3 Points </td> <td></td> <td></td> </tr> <tr> <td> 7. Management Contractor to attach Completion Letter or Certificate with reference for all previous similar project undertaken and completed successfully for the last 5 years with a value of R6 000 000.00 and above. (N.B Completion certificate or letter must indicate monetary value of the project.) N.B In instances where bidder attach sub-contracting completion letter or certificate, Bidder must attach appointment letter and completion letter for main contractor. </td> <td> 4 projects and above = 5 Points 3 projects = 4 Points 2 projects = 3 Points </td> <td>20</td> </tr> <tr> <td> 8. Equipments Contractor to provide evidence of registered certified copies of vehicle with capacity of 1 ton or above. Vehicle must be registered under the name of the company or the owner of the company. Utility vehicles 4 Vehicles = 5 Points 3 Vehicles = 4 Points 2 Vehicles = 3 Points </td> <td></td> <td>10</td> </tr> <tr> <td> 9. Financial Credibility Provide stamped bank rating from banking institute to justify the risk credit rating of A = 5 Points credit rating of B = 4 Points credit rating of C = 3 Points credit rating of D = 2 Points credit rating of E = 1 Points </td> <td></td> <td>5</td> </tr> <tr> <td colspan="2"></td> <td>100 Points</td> </tr> </tbody> </table>				Total		100 Points	Laboures 3 SA ID and above = 5 Points 2 SA ID = 4 Points 1 SA ID = 3 Points			7. Management Contractor to attach Completion Letter or Certificate with reference for all previous similar project undertaken and completed successfully for the last 5 years with a value of R6 000 000.00 and above. (N.B Completion certificate or letter must indicate monetary value of the project.) N.B In instances where bidder attach sub-contracting completion letter or certificate, Bidder must attach appointment letter and completion letter for main contractor.	4 projects and above = 5 Points 3 projects = 4 Points 2 projects = 3 Points	20	8. Equipments Contractor to provide evidence of registered certified copies of vehicle with capacity of 1 ton or above. Vehicle must be registered under the name of the company or the owner of the company. Utility vehicles 4 Vehicles = 5 Points 3 Vehicles = 4 Points 2 Vehicles = 3 Points		10	9. Financial Credibility Provide stamped bank rating from banking institute to justify the risk credit rating of A = 5 Points credit rating of B = 4 Points credit rating of C = 3 Points credit rating of D = 2 Points credit rating of E = 1 Points		5			100 Points
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8. Equipments Contractor to provide evidence of registered certified copies of vehicle with capacity of 1 ton or above. Vehicle must be registered under the name of the company or the owner of the company. Utility vehicles 4 Vehicles = 5 Points 3 Vehicles = 4 Points 2 Vehicles = 3 Points		10																			
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		100 Points																			
Minimum functionality score to qualify for further evaluation:		60																			



☒		D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.	
Table 2			
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. • Any account or statement which is in the name of the bidder. • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. • Lease Agreement which is in the name of the bidder.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. • Any account or statement which is in the name of the bidder. • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. • Medical Certificate indicating that the disability is permanent. • Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Serial	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

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

Table 3

Serial	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. - Any account or statement which is in the name of the bidder. - Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent. - Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).



Department
PUBLIC WORKS AND INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

DPW-03 (EC): Tender data

	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

E. 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 <i>mutatis mutandis</i> be declared non-responsive. E.1 Technical risks: Criterion 1: Experience on comparable projects during the past 5 years. The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be <i>mutatis mutandis</i> 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 5 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 5 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 <i>mutatis mutandis</i> 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;	
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Tender no: PLK25/04

C.2.7	E.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. For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
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Tender no: PLK25/04

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. 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. 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. 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. 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	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): ☒ Together with his tender; ☐ 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	The location for opening of the tender offers, immediately after the closing time thereof shall be at:
C.3.4.2	78 Hans van Rensburg Street, Old Mutual Building, first Floor, Polokwane, office no 10
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

Tender no: PLK25/04

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

Volume 2: Returnable documents

T2.1

LIST OF RETURNABLE DOCUMENTS

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title: MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.			Tender / Quotation no: PLK25/04		Receipt Number:	
			Reference no:		6066/0006	

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
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD)	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable)	1 Page	N/A
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	NO
PA-16: Preference points claim form in terms of the preferential procurement regulations 2022	10 Pages	Yes

* In compliance with the requirements of the cldb 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 initiated by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of boards of directors / or PA15.3 Special Resolution of Consortia or JV's.	7 PAGES	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.	7 PAGES	YES

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)	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)	220 Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐ Yes ☒ No

Tender document name	Number of pages issued	Returnable document
	Pages	☐ Yes ☐ No
	Pages	☐ Yes ☐ No
	Pages	☐ Yes ☐ No

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

Legal Status of Tendering Entity:	If the Tendering Entity is:
--	------------------------------------

a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or 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 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. the Founding Statement – CK1; and ii. the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

C 1.1
FORM OF OFFER AND ACCEPTANCE

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

Project title:	MANWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS
Tender / Quotation no:	PLK25/04
Reference no:	6066/0006

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
MANWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
---	----	---

Tender / Quotation no: PLK25/04

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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 in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (b) cash deposit of 10 % of the Contract Sum (excluding VAT)

- (1) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) ☐ Yes ☐ No
- (2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) ☐ Yes ☐ No
- (3) 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
- (4) 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"

Effective date 27 June 2022

Version 2022/01

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
CIBB 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: PLK25/04

DPW-07 (EC): Form of Offer and Acceptance

Name of Organisation:		Department of Public Works and Infrastructure
Address of Organisation:		Private Bag X 9469 Polokwane 0700

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"

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

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title: MANKWENG SAPS – UPGRAIDING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.	Bid no: PLK25/04 Reference no: 6066/0006
--	---

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iiii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

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

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

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

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

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

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

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

Name of Bidder	Signature	Date	Position

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
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20		

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

Note: * Delete which is not applicable. NB: This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise. - In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership here to). - 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 here to). - 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
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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:

Telephone number:

Fax number:

(code)

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

Note:

1. * Delete which is not applicable
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership here).
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

**VENTURES**

registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____

(Position in the Enterprise)

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

(Postal code) _____

Postal Address: _____

(Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

Note:

- * Delete which is not applicable.
- NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
- 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.
- 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).

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	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any account or statement which is in the name of the bidder. - Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• National Council for Persons with Physical Disability in South Africa registration (NCPDSA). • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • Medical Certificate indicating that the disability is permanent. Or • ID Copy and SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
----	--	---	---

			- Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
----	--	---	---

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

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

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
-----------	----------------	---------------------------------------	--

1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Official Municipal Rates Statement which is in the name of the bidder.
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			Any account or statement which is in the name of the bidder.
--	--	--	--

			Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.
--	--	--	--

			Lease Agreement which is in the name of the bidder.
--	--	--	---

3.	An EME or QSE or any entity which is at least 51%	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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(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,

2. DEFINITIONS

- 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.

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

	OR	☐ 5. An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable
	OR	☐ 4. An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- National Council for Persons with Physical Disability in South Africa registration (NCPDSA). - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. - Medical Certificate indicating that the disability is permanent. - SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

- 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:

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

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

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

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

DECLARATION WITH REGARD TO COMPANY/FIRM

The specific goals allocated points in terms of this tender				
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		
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)	

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

Tender no:

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

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

Tender no:

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, 2022, 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:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.			
Tender / quotation no:	PLK25/04	Closing date:		29/04/2025
Advertising date:	04/04/2025	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 commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no: **PLK25/04**

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-date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

Name of Tenderer	Signature	Date

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.

_____ visited the site on: _____
 _____ in the capacity of _____
 This is to certify that I, _____ representing _____

Project title: MANKWENG SAPS – UPGRAIDING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS	Tender / Quotation no: PLK25/04		Closing date: 29/04/2025	
	Reference no: 6066/0006			

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

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

Project title:	MANKWENG SAPS – UPGRADE OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.		
Tender no:	PLK25/04	Reference no:	6066/0006

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	MANKWENG SAPS – UPGRADE OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS .		
Tender no:	PLK25/04	Reference no:	6066/0006

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

Project title:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.		
Tender no:	PLK25/04	Reference no:	6066/0006

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

Name of Tenderer	Signature	Date

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

Project title:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.
Tender no:	PLK25/04
Reference no:	6066/0006

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.		
Tender / Bid no:	PLK25/04	Reference no:	6066/0006

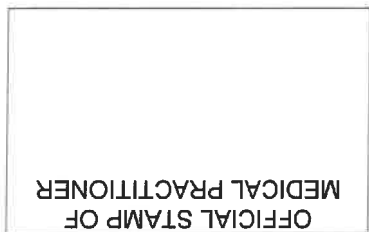
I, _____ (surname and name), _____ do hereby declare that I am a registered medical practitioner, with my practice number being _____, practising at _____ (Physical or postal addresses), _____ declare that I have examined Mr. / Ms. _____, _____ identify number _____ and have found the said person to be permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature _____ Date _____



Volume 3: CONTRACT

Part C1: Agreement and Contract Data



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

Project title:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.			
Tender / Quotation no:	PLK25/04	WCS no:	014335	Reference no: 6066/0006

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. 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)). 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. Bidders to note that materials procured for the works should be from South African manufacturers and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.				
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CONTRACT VARIABLES	THE SCHEDULE			
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. 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
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ERF 796	Erf / stand number
Mankweng SAPS Zone A	Site address
Mankweng	Township / Suburb
Polokwane	City / Town
Limpopo	Province
municipality	Local authority
Latitude 23.88506 and longitude 29.72669	GPS Coordinates

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Business registration number	E-mail	Postal address	Physical address
Government of the Republic of South Africa in its Department of Public Works & Infrastructure	Not applicable		Private Bagx 9469 78 Old Mutual Building Polokwane 0700	78 hans van rensburg street Old mutual building Polokwane 0700
	VAT number	Telephone		
	Not applicable			

A 3.2 Employer's representative:

Name	lesetja papo				
E-mail	lesetja.papo@dpw.gov.za	Mobile number	079 886 7880		
Postal address	Private Bagx 9469 78 Old Mutual Building Polokwane 0700				
Physical address	78 hans van rensburg street Old mutual building Polokwane 0700				

Tender / Quotation no: PLK25/04

A 4.0	Principal Agent [1.1; 6.2]	Discipline	Architects
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Name	Wicus Pretorius
Legal entity of above	Wicus Pretorius Architects CC
Practice number	5651
Country	RSA
E-mail	wicus@wparch.za
Postal address	P O box 272 thornhill Polokwane 0700
Physical address	P o box 272 Thornhill Polokwane 0700

A 5.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
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Name	SRQS Quantity Surveyor
Legal entity of above	SRQS Quantity Surveyor
Practice number	2012/139758/07
Country	RSA
E-mail	sandro@srsqs.co.za
Postal address	P O box 780 IVYPARK Polokwane 0700
Physical address	P O box 780 IVYPARK Polokwane 0700

A 6.0	Agent [1.1; 6.2]	Discipline	Electrical and Mechanical Engineers
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Name	Ingcall Consulting Engineers
Legal entity of above	Ingcall Consulting Engineers
Practice number	2004/025728/07
Country	RSA
E-mail	Andrelotter@ingcall.co.za
Postal address	P o box 2666 Bendor Polokwane 0700
Physical address	P o box 2666 Bendor Polokwane 0700

Tender / Quotation no: PLK25/04

A 7.0	Agent [1.1; 6.2]	Discipline	Structural and Civil Engineer
--------------	-------------------------	-------------------	-------------------------------

Name	TM Consulting Engineers	Legal entity of above	TM Consulting Engineers	Contact person	Les Turner
Practice number	ck97/035468/23	Country	RSA	Telephone number	015 296 3225
E-mail	lestel@mweb.co.za	Postal address	P O box 4171 Bendor Polokwane 07000	Mobile number	082 375 3773
Physical address	P O box 4171 Bendor Polokwane 0700				

A 8.0	Agent [1.1; 6.2]	Discipline	
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Name		Legal entity of above		Contact person	
Practice number		Country		Telephone number	
E-mail		Postal address	insert postal address insert suburb insert town insert postal code	Mobile number	
Physical address	insert postal address insert suburb insert town insert postal code				

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

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

Tender / Quotation no: PLK25/04

A 10.0	Agent [1.1; 6.2]	Discipline	
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Name	
Legal entity of above	Contact person
Practice number	Telephone number
Country	Mobile number
E-mail	
Postal address	insert postal address insert suburb insert town insert postal code
Physical address	insert physical address insert suburb insert town insert postal code

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

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

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

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



Tender / Quotation no: PLK25/04

B CONTRACT INFORMATION

B 1.0

Definitions [1.1]

B 2.0

Law, regulations and notices [2.0]

B 3.0

Offer and acceptance [3.0]

B 4.0

Documents [5.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
Currency applicable to this agreement [3.2]	South African Rand

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
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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	3
[5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	

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

B 5.0

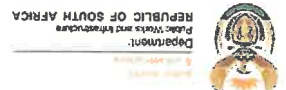
Employer's agents [6.0]

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 agents and agents' interest or involvement in the works other than a professional interest [6.3]

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.

OR	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
OR	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Not Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Not Applicable

Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	Applicable
Removal of lateral support insurance [10.1.4; 10.2]	RPQS to determine value	Not Applicable
Other insurances [10.1.5]	Hi Risk Insurance Refer B18.0 [10.1.5.1]	RPQS to determine value
	Other insurances: If applicable, description 1:	RPQS to determine value
Other insurances: If applicable, description 2:	RPQS to determine value	Not Applicable



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B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: newly build detective office are used as community service centre	
Restriction of working hours [12.1.2]	Not Applicable
If applicable, description:	
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]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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B 10.0 Appointment of Direct Contractors [16.0]

Not Applicable	If applicable, description of extent of work [12.1.11]	Extent of work	Extent of work	Extent of work	Extent of work	Extent of work

B 11.0 Works to be completed in sections [20.1]

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

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

B12.1 Contract Period

Contract period [B18: 1.2]: Period in months as indicated, include the time from the date of award (commencement date) 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

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1 month	Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent
10 months	Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]
7 days	Period to achieve Works Completion Refer B18.0 [19.8]
3	Defect liability period up to and including Final Completion
13 months	Total Contract Period [B18: 1.2]
R 630.00	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]

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

Applicable	Construction period [B18: 1.2] and Practical Completion of the whole of 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.
10 months	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]
5 days	Period for inspection in working days by the principal agent [19.3]
R6300.00	Penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]
R 1890.00	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 945.00	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.

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]	Portions of the Works in sections:	1	2	3	4	5	6
	Period for inspection by the principal agent in working days [19.3]						
	The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						



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N/A	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]	
	Penalty for late Practical Completion, if completion in sections is required, excluding VAT	
	The penalty amount per day for failing to complete section 1 of the Works is:	R
	The penalty amount per day for failing to complete section 2 of the Works is:	R
	The penalty amount per day for failing to complete section 3 of the Works is:	R
	The penalty amount per day for failing to complete section 4 of the Works is:	R
	The penalty amount per day for failing to complete section 5 of the Works is:	R
	The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:		
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	

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B 14.0 Defects liability period [21.0]

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

Applicable	If applicable, description of applicable elements
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14.1	Emergency generator
14.2	Air conditioning system
14.3	Security systems (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.6	Civil works
14.7	
14.8	
14.9	
14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment	25 th of every month
certificates Refer B18.0 [25.2]	
Contract price adjustment / Cost fluctuations	Refer [25.3.4; 26.9.5]
If applicable, method to calculate	CPAP
Employer shall pay the contractor within:	Thirty (30) calendar days
Refer B18.0 [25.10]	

B 16.0 Dispute resolution [30.0]

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

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B 17.0 JBCC® General Preliminaries - selections

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

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

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



1.2 Definitions

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 DPW's Guarantee for Construction forms, 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.

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CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]. Refer to clause 6.7 [CD]. Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained. Replace last sentence with the following: The original signed agreement shall be held by the Employer.	5.2	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.	5.4	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.	5.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.	6.5	Replace clause with the following: 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. Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.	7.2	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.	8.4	9.2.7	Add the following to the end of the first sentence: "... due to no fault of the contractor".
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9.2.9	No clause.				
9.2.10	No clause.				
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.				
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].				
10.1.5.1	Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:				
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.				
10.1.5.1.2	Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.				
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.				

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10.1.5.1.4	Add the following as clause 10.1.5.1.4: The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.	10.2	Replace clause with the following: Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary.	10.6	No clause.	10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.	11.1	Add the following to clause 11.1. In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT). In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected. The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.	11.1.1	No clause.	11.1.2	No clause.	11.2.2	No clause.	11.3	No clause.	11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.	11.5	No clause.	11.6	No clause.
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11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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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".

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Effective date: 21 July 2023

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

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

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

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19.8
Continued

19.8	(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 (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13. (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). Add the following as: 20.2.1.A A certificate of Works Completion [19.8] 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). 21.1 21.6 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 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. Omit clause. 21.6.1.
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21.6.2	Omit clause.	
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.	
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have been added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].	
22.3.2	No clause.	
23.1	Refer to clause 6.7 [CD].	
23.2	Refer to clause 6.7 [CD].	
23.2.13	No clause.	
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].	
23.7	Refer to clause 6.7 [CD].	
23.8	Refer to clause 6.7 [CD].	
24.1	Replace clause 24.1 with the following: Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [B10 CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [B10 CD].	
24.2	Replace clause 24.2 with the following: Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical-, works-, or final- completion [B10 CD], or the revised date for practical-, works-, or final- completion, up to and including the earlier of: 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].	
24.2.1		
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular 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:	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 and cld BUILD programme reports.	No Clause.	25.5	No Clause.	25.6	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 ownership shall become the property of 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: 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: 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) 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: 25.12.1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion. 25.12.2 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. 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.
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25.12 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])

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:
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.
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 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.

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: 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: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.

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

28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The contractor's estate has been 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: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The employer has the right of recovery against the contractor, where applicable, [CD] from: The guarantee for construction (variable) until the final payment has been made; or The guarantee for construction (fixed) until the date of practical completion; or The payment reduction until the final payment is made; or The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.

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

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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 Targeted Local Manufacturers of 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
(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. 48491 of 28 April 2023, and the 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

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [1.0]

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

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

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

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

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

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

Option A	The 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. Contingency sum(s) and any which contract sum shall exclude the amount of the 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

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Adjustment methods

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

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	Fixed - An amount which shall not be varied.	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.	Option A 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]. 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]. Option B The detailed breakdown of the preliminaries for the period of construction during which the delay occurred.
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Failure to provide particulars within the period stated

Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:	Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)	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
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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

**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

PROJECT MANAGER
Private Bag X 9469
POLOKWANE
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. _____, for the MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS. (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 foregoing, any compromise, extension of the construction period, indulgence, release or variation of the contractor's obligation shall not affect the validity of this guarantee.
6. The guarantor reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the employer, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the guarantor at the time when the employer accounts to the guarantor in terms of clause 4 above, or
 - (b) shall lapse on the date of the last certificate of practical completion.
8. This guarantee shall not be interpreted as extending the guarantor's liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____

20

AS WITNESS

1.

2.

By and on behalf of

(insert the name and physical address of the guarantor)

NAME:

CAPACITY:

(duly authorised thereto by resolution attached marked Annexure A)

DATE:

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the guarantor must be clearly indicated and will be regarded as the

guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to:

**DPW-10.3 (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

PROJECT MANAGER
Private Bag X9466
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 _____

_____ 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: _____, for the **MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS**. (hereinafter referred to as the "contract" in the amount of _____ R of _____ (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 _____, 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.

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3. The guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia*, *non causa debiti*, *excussio 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 foregoing, any compromise, extension of the construction period, indulgence, release or variation of the contractor's obligation shall not affect the validity of this guarantee.

7. The guarantor reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the employer, whereupon the guarantor's liability ceases.

8. This guarantee is neither negotiable nor transferable, and

(a) must be surrendered to the guarantor at the time when the employer accounts to the guarantor in terms of clause 5 above, or

(b) shall lapse in accordance with clause 2(d) above.

9. This guarantee shall not be interpreted as extending the guarantor's liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____
AS WITNESS

1.

2.

Tender no: **PLK25/04**

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 Assumptions

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

Project title:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.			
	Tender / Quotation no:	PLK25/04	WCS no:	014335
	Reference no:	6066/0006		

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 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 Tenderer, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.7 FIXED PRICE CONTRACT

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

The Bills of Quantities document is a fixed price contract and the Tenderers are to take note that contract price adjustments (CPAP) are not applicable to this contract.

C2.1.8 PAYMENTS

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

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

C2.1.9 ACCOMMODATION ON SITE

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

C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C



attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11 CONTRACT PARTICIPATION GOALS

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

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

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

C2.1.11.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT PARTICIPATION GOAL

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

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

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

C2.1.11.5 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 C3.6.5. The provisional amount allowed is for:

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

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

Payment

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

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

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

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

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

Source: cdb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491

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

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

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

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

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

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

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

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

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

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

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

Type of Training Opportunity	Provision for (unemployed learners stipends 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 a 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

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

Example: Training Target Calculation for a R65,7m GB contract
 Contract amount R65 700 000
 Contract duration 12 Months
 CSDG 0,50%
 Minimum CSDG target 0,50% x R65 700 000 = R328 500 (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
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

C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6.

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

C2.1.11.7 LABOUR-INTENSIVE WORKS

Labour intensive Works is "not applicable" to this project.

Where labour intensive work is specified in the Bill of Quantities and indicated by "L" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

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

C2.2 Submission of Accrual Reports

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

Part C3: SCOPE OF WORK

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

Project title:	MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.
Tender / Quotation no:	PLK25/04
Reference no:	6066/0006

C3. Scope of Works

MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.

The project has been done before and it was cancelled, so the remaining scope of works involve construction Block A, finalising of Block B, Cells Blocks, Community Service Centre, single quarters , paving around the buildings and installation of standby Generator.

C3.1 EXTENT OF THE WORKS

MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.

C3.2 ORDER OF THE WORKS

MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.

C3.3 BUILDINGS OCCUPIED

New detective offices are occupied by the client and used as a Community Service Centre.

C3.4 ACCESS

No restrictions

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 cdb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cdb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cdb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 cdb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette,10 November 2017

- C3.5.5 cldb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cldb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.7 cldb Standard for Developing Skills through Infrastructure Contracts, No. 48491 Government Gazette, 23 April 2023.

C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

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

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

C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMMME'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 cldb 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 cldb 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 (not applicable on this project), and provided that:

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

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

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

C3.6.2 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMEs) 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 cdb 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 cdb 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 (not applicable on this project), 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 (not applicable on this project) of the total value of materials purchased excluding VAT to be sourced from within (N/A on this project) of the project site,
- (e) Material of at least (N/A on this project) of the total value of materials purchased excluding VAT to be sourced from within (N/A on this project) of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the pro-rate 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 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 cdb 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 cdb 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 (not applicable on this project) 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 (not applicable on this project) working days. The minimum CPG participation for Targeted Local Labour Skills Development is (not applicable on this project), 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 R 0.00 (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.

C3.6.4 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 cdb 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 (not applicable on this project) 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-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".

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 (N/A on this project)** 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 **(not applicable on this project)**.

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.

C3.6.4.1 Criteria

The main or lead partner of the successful bidder shall:

(a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;

- Administrative and cost control systems
- construction management systems and plans
- planning, tendering and programming
- business, technical; procurement skills
- legal compliance
- credit rating/history; financial loan capacity/history
- contractual knowledge

(b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise

(c) The contractor shall appoint an enterprise development coordinator to:

- perform needs analysis on the targeted enterprise to identify developmental goals
- develop a project specific enterprise development plan to improve the targeted enterprises
- performance in the identified developmental areas
- provide internal mentorship support to improve the targeted enterprises 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 enterprises
- submit a project completion report to the Employer's representative for each targeted enterprise.

C3.6.4.2 Management

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

C3.6.4.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3.6.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.6.4.5 The Key Personal

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

C3.6.4.6 Management Meetings

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

C3.6.4.7 Forms for contract administration

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

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

C3.6.4.8 Records

The contractor shall:

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

C3.6.4.9 Payment Certificates

The contractor shall:

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

C3.6.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

3.6.5 CIB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

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

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

Failing to achieve the targeted Contract Skills Development Goal will result in A) a (0%) 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.

C3.6.5.1 Methodology

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

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

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

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

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

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

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

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

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

Table 2: Notional Cost of Training per Headcount
Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends for unemployed learners (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 measurable item.

- (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) (not applicable on this project) 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 (0) percent from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train (0) percent Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

C3.6.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.

- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C3.6.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

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

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

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

C3.6.7 LABOUR-INTENSIVE WORKS

Labour intensive Works is "not applicable" to this project.

Where labour intensive work is specified in the Bill of Quantities and 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 (0%) 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: 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".

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

C3.6.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

- a) granular materials:**
- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) cohesive materials:**
- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff, or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

Table 3: 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.		Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

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

Compaction of backfilling to trenches (areas not subject to traffic)
Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;
a) to 90% Mod AASHTO;
b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

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

Clearing and grubbing
Grass and bushes shall be cleared by hand.

Shaping
All shaping shall be undertaken by hand.

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

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

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

Spreading
All material shall be spread by hand.

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

Grassing
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
Stone pitching and rubble concrete masonry
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.
Grout shall be mixed and placed by hand.

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

C3.7 Submission of Accrual Reports

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

C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)

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

The Contractor shall when applicable to this project, 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 DT1&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 contractor to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in 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.

Examples of calculating CPGs and related penalties

CPG 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 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% = R6,5 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

1.2 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% = R6,5 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

1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to 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".

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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

1.4 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 as 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	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

B of Q	Description	Unit	Rate	Quantity	Amount (R)
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. CPG Monetary value (5%) to be subcontracted to beneficiaries for training No of enterprises based on the CPG value Contract period (months) Note: Rates to be determined by PQS and adjusted to accepted quotation amounts					
			Grade 1 / 2 GB/CE,ETC.	6	
			24		

1.5 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 as 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)

Designation	Description	Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004	Construction skills development goal (CSDG) (%)
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 notional 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 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

1.6 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

1.7 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

Part C4: SITE INFORMATION

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Project title: MANKWENG SAPS – UPGRADING OF POLICE STATION, CONSTRUCTION OF 8 ADDITIONAL OFFICES, CELLS AND LIVING QUARTERS.		Tender no: PLK25/04	WCS no: 014335	Reference no: 6066/0006
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C4 Site Information

Mankweng Police Station is situated at Turfloop Mankweng

- Municipality: Polokwane Local Municipality
- Province: Limpopo
- District: Capricorn District Municipality.

C 2.2: 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 above-mentioned documents for the full intent and meaning of each clause

The clauses in the above-mentioned 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 above-mentioned 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)

Each Item Carried to

SECTION 1: PRELIMINARIES
Collection
Effective date: 8 July 2022

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

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 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

SECTION 1: PRELIMINARIES (SECTION A)

Effective date: 8 July 2022

Each Item Carried to Collection

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPW'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:

A2.0

LAW, REGULATIONS AND NOTICES

Clause 2.0

F:
V:
T:

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:

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:

SECTION 1: PRELIMINARIES (SECTION A)

Effective date: 8 July 2022

Each Item Carried to Collection

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

Item

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

Item

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

Item

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

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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:.....
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

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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.....

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

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

Effective date: 8 July 2022

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 per cent (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.

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

Effective date: 8 July 2022

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.

Each Item Carried to Collection

SECTION 1: PRELIMINARIES (SECTION A)

Effective date: 8 July 2022

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

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)

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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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:.....

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:.....

SETTING OUT

Clause 13.0

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

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:.....

SELECTED SUBCONTRACTORS

Clause 15.0

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

15.1.5 No Clause

SECTION 1: PRELIMINARIES (SECTION A)

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A16.0	DIRECT CONTRACTORS	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
A17.0	CONTRACT INSTRUCTIONS	Clause 16.0 F..... V..... T..... Item
A18.0	INTERIM COMPLETION	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
A19.0	PRACTICAL COMPLETION	Clause 18.0 F..... V..... T..... Item
	WORKS COMPLETION	Add the following as Clause 19.8: 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 Replace Clause 19.5 with the following: 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. (1) 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

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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:.....

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:.....

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:

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

- (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 been added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]

Item

A22.0

LATENT DEFECTS LIABILITY PERIOD

Clause 22.0

22.3.2 No Clause

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

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,

SECTION 1: PRELIMINARIES (SECTION A)

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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 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:.....

PAYMENT

PAYMENT

A25.0

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 [1.0])

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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 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

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

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

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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.....

SUSPENSION AND TERMINATION

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.....

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

SECTION 1: PRELIMINARIES (SECTION A)

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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

SECTION 1: PRELIMINARIES (SECTION A)

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Item

29.27 No Clause

F:.....
Item

DISPUTE RESOLUTION

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:.....
Item

V:.....

T:.....

SECTION 1: PRELIMINARIES (SECTION A)

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Item

SECTION 1: PRELIMINARIES (SECTION A)

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SECTION B: GENERAL PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

B1.1 Definitions

B1.2 Interpretation

B2.1 Checking of documents

B2.0 DOCUMENTS

B2.2 Provisional bills of quantities

B2.3 Availability of construction information

B2.4 Ordering of materials and goods

B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES

B3.1 Previous work - dimensional accuracy

B3.2 Previous work - defects

B3.3 Inspection of adjoining properties

B4.0 THE SITE

B4.1 Handover of site in stages

B4.2 Enclosure of the works

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Item

B4.4

Encroachments

F:.....
Item

B4.3 Geotechnical and other investigations

F:.....
Item

B4.5 Existing premises occupied

F:.....
Item

B4.6 Services - known

F:.....
Item

B5.0 MANAGEMENT OF CONTRACT

B5.1 Management of the works

F:.....
Item

B5.2 Progress meetings

F:.....
Item

B5.3 Technical meetings

F:.....
Item

B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS

B6.1 Samples of materials

F:.....
Item

B6.2 Workmanship samples

F:.....
Item

B6.3 Shop drawings

F:.....
Item

B6.4 Compliance with manufacturer's instructions

F:.....
Item

B7.0 DEPOSITS AND FEES

F:.....
Item

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B7.1	Deposits and fees	F..... Item	V..... T.....
B8.0	TEMPORARY SERVICES		
B8.1	Water	F..... Item	V..... T.....
B8.2	Electricity	F..... Item	V..... T.....
B8.3	Abution and welfare facilities	F..... Item	V..... T.....
B8.4	Communication facilities	F..... Item	V..... T.....
B9.0	PRIME COST AMOUNTS		
B9.1	Responsibility for prime cost amounts	F..... Item	V..... T.....
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..... Item	V..... T.....

Each Item Carried to Collection

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SECTION 1: PRELIMINARIES (SECTION B)

Each item Carried to Collection

Item	B10.2	Special attendance	F:..... Item	V:.....	T:.....
B11.0	GENERAL				
B11.1	Protection of the works		F:..... Item	V:.....	T:.....
B11.2	Protection/isolation of existing works and works occupied in sections		F:..... Item	V:.....	T:.....
B11.3	Security of the works		F:..... Item	V:.....	T:.....
B11.4	Notice before covering work		F:..... Item	V:.....	T:.....
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:..... Item	V:.....	T:.....
B11.6	Environmental disturbance		F:..... Item	V:.....	T:.....
B11.7	Works cleaning and clearing		F:..... Item	V:.....	T:.....
B11.8	Vermis		F:..... Item	V:.....	T:.....
B11.9	Overhand work		F:..... Item	V:.....	T:.....

6

B11.11

Advertising

F:....
item

“A

.....^

11

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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

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

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.....
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

SECTION 1: PRELIMINARIES (SECTION C)

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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.....

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.....

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.....

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.....

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.....

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.....

HIV/AIDS AWARENESS

Each Item Carried to

SECTION 1: PRELIMINARIES (SECTION C)

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C10.1	AWARENESS CHAMPION	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	Item	C10.2	AWARENESS WORKSHOPS	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.....
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	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.....
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	Item	SECTION 1: PRELIMINARIES (SECTION C) Each Item Carried to			

C11.0

OCCUPATIONAL HEALTH AND SAFETY ACT

Item

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

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

Item

C13.0

IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE

SECTION 1: PRELIMINARIES (SECTION C)

Each Item Carried to

Collection

Effective date: 8 July 2022

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

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Item

SECTION 1: PRELIMINARIES (SECTION C)

Each Item Carried to

Collection

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**SECTION 1
PRELIMINARIES
COLLECTION**

SECTION A: PRINCIPAL BUILDING AGREEMENT

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Brought forward R

5

5

5

Suspension and termination

A28.0 Suspension by the contractor

A28.0

Termination

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Dispute resolution

A30.0

Dispute resolution

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Definitions

B1.1

Interpretation

B1.2

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B2.0

Checking of documents

B2.1

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B2.2

Availability of construction information

B2.3

Ordering of materials and goods

B2.4

Previous work and adjoining properties

B3.0

Previous work - dimensional accuracy

B3.1

Previous work - defects

B3.2

Inspection of adjoining properties

B3.3

The site

B4.0

Handover of site in stages

B4.1

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B4.2

Geotechnical and other investigations

B4.3

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B4.4

Existing premises occupied

B4.5

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Management of contract

B5.0

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Progress meetings

B5.2

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B5.3

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B6.0

Samples of materials

B6.1

Workmanship samples

B6.2

Shop drawings

B6.3

Compliance with manufacturer's instructions

B6.4

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Item

Carried forward R
Brought forward R

R
C

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Bill No. 1

PRELIMINARIES

Total

Section No. 1
Bill No. 1
Preliminaries

Carried to Final Summary

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Item

Quantity

Amount

MANKWENG POLICE STATION

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Clean existing window frames on the existing building, inspect for any damage, missing screws, etc and fix the problem accordingly to the satisfaction of the Principal Agent.

9	Window size 1511 x 1264mm high	No	4
10	Window size 1022 x 1264mm high	No	15
11	Window size 533 x 654mm high	No	4
12	Window size 2000 x 1264mm high	No	11
13	Window size 1022 x 949mm high	No	3
14	Window size 1000 x 1245mm high	No	1
15	Window size 1450 x 1245mm high	No	4
16	Window size 970 x 1700mm high	No	10
17	Window size 1612 x 2032mm high	No	3
18	Floors in patches <u>Making good screed</u>	m2	325
19	Backfilling or closing down of trenches, holes, etc <u>FILLING ETC OTHER THAN BULK</u>	m3	123
20	Opening size 910 x 2032mm high. <u>Breaking out for and forming openings through one brick walls for new doors and frames, including precast concrete lintels and making good cement plaster on both sides and into reveals (new doors and frames and making good paintwork elsewhere)</u>	No	1
21	Opening size 1800 x 2032mm high. <u>Carried to Collection</u>	No	1

Section No. 2
Bill No. 1
ALTERATIONS

R

CRIME INVESTIGATION FACILITY			
Section No. 2 Bill No. 1 ALTERATIONS	22	Protective film	Apply protective film to door size 813 x 2032mm
	REMEDIAL WORKS		
	EXTERNAL WORKS		
	Cleaning of Handrails		
	23	Stainless steel horizontal and raking balustrading consisting of 50mm diameter continuous top and bottom rails and 50mm diameter two ball stanchions	m
	Cleaning of facebrick		
	24	Clean existing facebrick on the existing building, inspect for any damage and fix the problem accordingly to the satisfaction of the Principal Agent.	m2
	25	Fill holes in face bricks with mortar, where security screens is fixed to walls in Cell block with chemical anchors.	No
	26	Remove Paint stains from existing facebrick wall	m2
	Touch up anodising on doors		
	27	On aluminium doors	m2
	Clean gutters & downpipes		
	28	Remove all marks and paint on fascias and barge boards on the existing building, inspect for any damage, missing screws, etc and fix the problem accordingly to the satisfaction of the Principal Agent.	m2
	29	Clean existing ceilings on the existing building, inspect for any damage, missing screws, etc and fix the problem accordingly to the satisfaction of the Principal Agent.	m2
Carried to Collection			
500			
275			
14			
23			
50			
4 408			
79			
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30	Remove stain marks from external ceilings	m2	21
Clean drains and gullies			
31	Cleaning of drains and to be kept clear and clean to avoid blockages for the duration of the contract	m	75
32	Cleaning of gullies	No	1
Close-off open holes			
33	Backfilling to trenches and holes with filling supplied by the contractor levelled and compacted to the satisfaction of the Principal agent	m3	23
CELL BLOCK			
COMPLETION OF WORKS			
EXTERNAL WORKS			
Making good finish			
34	Exposed concrete beams	m2	153
35	Soffits of concrete slabs over cell doors.	m2	89
36	On concrete ceiling in security passage	m2	76
37	To Plaster	m2	217
REMEDIAL WORK TO EXISTING			
38	Repair all cracked topping on seating benches prepare and re plaster to a smooth uniform surface.	m2	37
39	Repair cracks in cell walls	m2	24
Concrete bases			
40	Lower concrete bases as per Principal Agent instruction	No	2
Sewer line			
41	Arrange for inspection of sewer line in service ducts	m	51
42	25mpa cast in surface bed	m3	6
Carried to Collection			
Section No. 2 Bill No. 1 ALTERATIONS			

43	Inspect and repair water tap between CSC and Cell Block	No	1	
<u>Leaking tap</u>				
44	Clean existing facebrick on the existing building, inspect for any damage and fix the problem accordingly to the satisfaction of the Principal Agent.	m2	831	
45	Fill holes in face bricks with mortar, where security screens fix to walls in Cell block with chemical anchors.	m	621	
<u>Realignment of Windows</u>				
46	Re-align cell windows	No	19	
<u>Removal and cleaning existing surfaces</u>				
47	Remove steel door size 1018 x 2020mm and set aside, clean up the welding and touch up and galvanised it and reinstall it in the same position.	No	7	
<u>Mesh security</u>				
48	Fixing of mesh security screens (security passage & service duct)	m2	76	
<u>Rectify skirting</u>				
49	Concave skirting	m	89	
<u>Removal of paving</u>				
50	Remove paving around offloading area	m2	38	
<u>Grille door</u>				
51	Grille door 1018 x 2020mm high	No	1	
<u>Removal of paint from floor</u>				
52	On grano floors	m2	236	
<u>Galvanised Screens</u>				
53	Repair / replace rusted galvanised screens	m2	63	
Section No. 2 Bill No. 1 ALTERATIONS				
Carried to Collection				
R				

<u>Close-up openings</u>				
54	Over service ducts as specified in Architect Drawings	No	4	
<u>Clean and inspect drain</u>				
55	Inspect and clean blocked drain in passage to cell yards	m	51	
<u>Changing prep bowl</u>				
56	Remove prep bowl to replace with the correct one (elsewhere measured)	No	1	
<u>Vinyl tiles</u>				
57	Remove vinyl tiles in line up and viewing area	m2	46	
<u>EXISTING SERVICE POINT (CSC)</u>				
<u>REMEDIAL/ EXTERNAL WORKS</u>				
<u>Cleaning of facebrick</u>				
58	Clean existing facebrick on the existing building, inspect for any damage and fix the problem accordingly to the satisfaction of the Principal Agent.			
59	Fill holes in face bricks with mortar, where security screens fix to walls in Cell block with chemical anchors.	m	321	
<u>Taking out putty in windows and make good finish</u>				
60	Remove crumbling up window putty, replace with new and repaint	m2	21	
<u>Removal of burglar proofing</u>				
61	Remove incorrect burglar proofing and replace with new as specified in the Architectural drawings	No	14	
<u>BLOCK A</u>				
62	Repair damaged barge board	m	34	
<u>NEW SINGLE QUARTERS</u>				
<u>Carried to Collection</u>				
Section No. 2				
Bill No. 1				
ALTERATIONS				

64	Fill holes in face bricks with mortar, where security screens fix to walls in Cell block with chemical anchors.
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Cleaning of fascia boards

65	Clean the back of fascia boards
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Carried to Collection

Section No. 2
Bill No. 1
ALTERATIONS

COLLECTION

ALTERATIONS

Bill No. 1

Section No. 2

Total Brought Forward from Page No.

Carried Forward to Summary of Section No. 2

Section No. 2
Bill No. 1
ALTERATIONS

Page No
34
35
36
37
38
39
40
41

Amount

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SECTION 2				Item No
BILL NO. 2				
EARTHWORKS				
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill				

EXCAVATION				
Excavate in all materials and dispose of surplus/unsuitable material				1
Extra-over for excavation in:				
Intermediate material				2
Hard rock material				3
Quantity	m3	16		
Rate	m3	2		
Amount	m3	1		
Carried Forward to Summary of Section No. 2				
Section No. 2				
Bill No. 2				
EARTHWORKS				

Item No	SECTION 2	BILL NO. 3	CONCRETE, FORMWORK AND REINFORCEMENT
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill		
	REINFORCED CONCRETE 30MPa/19mm concrete		
1	Slabs including beams	m3	107
2	Walls.	m3	31
TEST CUBES			
Test cubes			
3	Making and testing 150 x 150 x 150mm concrete strength test cube	No	30
III ROUGH FORMWORK (DEGREE OF ACCURACY			
Rough formwork to sides			
4	Edges exceeding 300mm high	m	80
SMOOTH FORMWORK (DEGREE OF ACCURACY I)			
Carried to Collection			
Section No. 2 Bill No. 3 CONCRETE, FORMWORK AND REINFORCEMENT			
	Rate	Quantity	Amount
			R

5	Slabs	m2	308	6	Sides of walls not exceeding 3.5m high above bearing.	m2	112	MOVEMENT JOINTS ETC	Expansion joints with softboard between vertical concrete and brick surfaces	10mm joints not exceeding 300mm high or wide (Provisional)	7	Mild steel reinforcement to structural concrete work			10mm Diameter bars.	8	16mm Diameter bars	9	High Tensile Steel Bar Reinforcement To Structural Concrete Work			10mm Diameter bars.	10	12mm Diameter bars.	11	16mm Diameter bars.	12	20mm Diameter bars.	13
Carried to Collection																													
Section No. 2 Bill No. 3 CONCRETE, FORMWORK AND REINFORCEMENT																													
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Item No	SECTION 2	BILL NO. 4	MASONRY	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	BRICKWORK IN SUPERSTRUCTURE						
1	Piers	m3	5				
2	Half brick walls	m2	374				
3	Half brick walls in beamfilling	m2	174				
4	One and a half brick walls	m2	181				
5	One brick walls	m2	474				
6	One brick walls	m2	124				
7	L-Shaped Concrete bench size 5617 long extreme x 600mm wide x 500mm high formed of one brick sides and filled in with compacted earth filling with 80mm thick 20Mpa concrete slab over, bench finished off on all exposed sides with cement plaster and top finished with grano with all exposed corners rounded.	No	2				
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	Amount						

		<u>Turning pieces to lintels etc</u>			
147	m	15mm Wide turning pieces to lintels, etc			
		<u>Galvanised hoop iron cramps, ties, etc</u>			
138	No	32 x 1,6mm Root tie 700mm long with one end embedded 300mm into brickwork and other end wrapped around timber truss and fixed to brickwork with four x 40mm long galvanised nails			
		FACE BRICKWORK			
		<u>Buff Travertine face bricks (FBX) with a pointed with square recessed horizontal and vertical joints</u>			
189	m ²	Extra over brick work for face brick work			
56	m	Extra over brickwork for brick-on-edge header course lintel pointed on face and 110mm soffit			
		<u>Brick-on-edge header course copings, sills, etc Buff Travertine pointed with recessed joints on all exposed faces</u>			
65	m	Copings on top of one brick walls			

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SECTION 2

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ON

330 x 420mm 'Coverland Roman' or equal approved
through colour concrete tiles nailed with non-
corrosive tile nails to 38 x 38mm sawn softwood
battens at 320mm centres, nailed an underlay of 150
micron polyethylene sheeting in accordance with
SANS 952 Type E fixed to rafters under battens with
minimum laps of 150mm

1	Roof covering with pitches not exceeding 25 degrees
2	Ridges of tiles to match roofing tiles, bedded and pointed in 1:3 tinted cement mortar to match tile colour
3	Hips of tiles to match roofing tiles, bedded and pointed in 1:3 tinted cement mortar to match tile colour
	<u>CLOSURE, ETC</u>
	<u>Approved poly closures, etc</u>
4	Closed cell polyethylene broad flute poly closures raking at valleys or hips

CLOSURE, ETC

Approved poly closures, etc

Closed cell polyethylene broad flute closures raking at valleys or hips

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Section No. 2

Bill No. 5

ROOF COVERINGS

Item No	SECTION No 2			Bill No 6	WATERPROOFING		
NOTE: Tenderers are advised to study the Model							
Preambles for Trades before pricing this bill							
Tenderers are advised to study the Department of							
Public Works - Construction works: General							
Specification (PW371-A) and Construction works:							
Particular Specification (PW371-B) before pricing this bill							

WATERPROOFING TO WALLS							
Prices must include for all laps, cutting and waste, and							
for ensuring that all surfaces are free from dust and grit							
Gradings and screeds are measured separately							
"Coprox" membrane or equal approved 4mm thick							
polyester dual reinforced fill bonded waterproofing							
system finished with two coats bituminous							
aluminium paint, with a 10 year maintenance free							
guarantee all in accordance with the materials							
supplied and methods recommended by Derbiquum							
South Africa (Pty) Limited							
1	To Shower walls	m2	3				
WATERPROOFING TO WALLS, FLOORS ETC							
4mm "Derbiquum SP" fully bonded waterproofing							
2	Vertical and horizontal surfaces of plastered brickwork and concrete beam.	m2	131				
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Section No. 2							
Bill No. 6							
WATERPROOFING							

Amount	Rate	Quantity	R

Item No	SECTION 2	BILL NO. 7	CARPENTRY AND JOINERY	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill	Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill	
			EAVES, VERGES, ETC			
			Sawn softwood			
1			38 x 114mm approved softwood wall plate fixed with galvanised wire anchors built into wall			48
			"Everite FC77"pressed fibre-cement or equally approved			
2			225 x 15mm Fascia and barge boards including galvanised steel H-profile jointing strips			78
			SKIRTING, ETC			
			Wrought meranti			
3			19 x 70mm Skirting including 25mm quadrant bead, nailed			483
			DOORS			
			Purpose made solid meranti T & G hardwood door with flush back and concealed hardwood edges to fit in door frame			
4			40mm Door 813 x 1200mm high			1
			Carried to Collection			
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			CARPENTRY AND JOINERY			

5	40mm Door 813 x 1412mm high	No	1	
6	40mm Door 813 x 2032mm high	No	5	
7	40mm Door 1412 x 2100mm high	No	2	
8	40mm Door 1613 x 2100mm high	No	3	
9	<u>Wrought meranti doors hung to steel frames</u> 40mm Framed batten door 813 x 2032mm high filled in with 20 x 75mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to top rail and stiles and with inner edges of framing and abutting hardwood edges of boarding chamfered to form V-joint and with flush backing on one side and vent panel size 600 x 750mm high (elsewhere measure) set at 300mm from bottom of door	No	4	
10	40mm Door 813 x 2032mm high <u>Hollow core flush doors with 3.2mm tempered hardwood covering on both sides with concealed hardwood edge, hung to steel frames</u>	No	6	
11	40mm Door 813 x 2032mm high <u>Semi-solid chipcore flush doors with 3.2mm tempered hardboard covering on both sides with concealed hardwood edge, hung to steel frames</u>	No	34	
12	<u>Wrought Meranti strips</u> Weather strips fixed to doors	m	82	
13	<u>DUCT COVERS</u> <u>Closing of drainage pipes alcove's with 38 x 38 SA Pine branding (painted matt black) on either side of the alcove and 10mm fascia boards screwed to the branding at 450 centres ensuring the finished face of the fascia board is flush with the face brickwork</u> Closure of 250mm wide x 4850mm high pipes alcove	No	6	
<u>JOINERY FITTINGS, ETC</u>				
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CARPENTRY AND JOINERY				

14	32mm Thick x 900mm long x 600mm wide granite vanity top mounted on mild steel tubing support frame and including making holes for drop-in basins
15	32mm Thick x 4040mm long x 750mm wide granite counter top mounted on top of brickwall with and including 60mm diameter cable slot fixed in position as indicated in the Architect drawings no 014335/B13
16	32mm Thick x 1300 x 500mm serving hatch worktop mounted on mild steel tubing support frame
	The Following in Joinery Fittings To Tea Kitchen
	LG64 (Drawings 257224/A/6100)
17	Floor cupboard size 600mm long x 600mm wide x 900mm high overall.
18	Floor cupboard size 900mm long x 600mm wide x 900mm high overall.
19	Floor cupboard size 1200mm long x 600mm wide x 900mm high overall, including cut-out for sink (Sink elsewhere measured).
20	Floor cupboard size 1200mm long x 800mm wide x 900mm high overall, including cut-out for sink (Sink elsewhere measured).
21	Cleaner Wall cupboard size 600mm long x 550mm wide x 2500mm high overall.
22	458mm wide bench formed of 92 x 20mm Slats, screwed to x 1.6mm powder coated mild steel tubing brackets at 600mm maximum centres with and including 8 x 38mm vandal resistant lag screws
	NOTICE BOARDS, KEYBOARDS, ETC
	"Vitrex" or other equal and approved vitreous enamelled writing boards, etc. to SABS CSK - 36 - 1980
23	Pinning boards code 2304 1000 x 1500mm high fixed to brickwork
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	Section No. 2 Bill No. 7 CARPENTRY AND JOINERY

24	Pinning boards code 2314 size 1000 x 1000mm high fixed to brickwork	No	20	
WHITEBOARD				
25	Wall Mounted Non-Magnetic drywipe whiteboard, size 1000 x 1500mm including easy rail system for two (2) boards.	No	1	
COUNTERS, ETC.				
26	DPO counter bars size 1920 x 2975mm high overall fixed in accordance with details and specification consist of 12mm diameter round bars welded into 32 x 32mm square tubing framework at 80mm c/c fixed to sides with lugs and 8mm anchor bolts fixed on counter size 1920 x 967mm high formed of 32mm polished granite top with bull nose on both sides, with 20mm varnished laminated shelves anchored with 50 x 50 x 3mm mild steel angle. (as per Architect Drawings no 014335/B13)	No	1	
27	50 x 400mm dia hardwood seat on 100dia x3mm painted mild steel pipe with 300 diam x 6mm top flange and 300 x 300 x 6mm bottom flange bolted on floor with m12 expansion bolts, screwed to base with 6 x 40mm long wood screws, with 15mm radius top edges	No	5	
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CARPENTRY AND JOINERY

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5	Extra over ceiling for opening for 100mm diameter downlighter	No	6
6	Extra over ceiling for 350x 400mm opening for ventilation grille/air conditioning diffuser	No	6
7	<u>Secure interior laminate ceiling formed of 6mm interior grade high pressure solid core laminated sheets with white melamine finish fixed to 74 x 50mm SA battens at 610mm center in both directions</u> Extra over ceiling for 600x 600 x 5mm thick pressed steel trap door , hinged to open 180 degree onto ceiling, in 50x 50 x 3mm T- section steel frame	No	11
8	<u>Wrought meranti</u> 20 x 76mm Cornices	m	10
9	<u>Standard prepainted cornices</u> 25mm Shadow recess cornice plugged	m	811

Carried to Collection

Section No. 2
Bill No. 8

CEILINGS, PARTITIONS AND ACCESS FLOORING

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CEILINGS, PARTITIONS AND ACCESS FLOORING

Item No	SECTION 2		BILL NO. 9		FLOOR COVERINGS		NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill		Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill		FLOOR COVERINGS, WALL LININGS, ETC		2.5mm Thick 'Marley' or other equally approved washable vinyl tiles laid in accordance with the manufactures instructions on screeds or plaster screeds and plaster elsewhere measured)		On floors		500x 500mm Type heavy commercial grade carpet tiles to manufacturer's specifications		On floors		POLISH, SEALERS, ETC		Polish, Sealers, etc.		Three coats water based floor dressing		m2		102		m2		5		102		m2		Rate		Amount	
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No	Item
SECTION 2 BILL NO. 10 IRONMONGERY NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works - Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill CATCHES, CABIN HOOKS, ETC.	
1	Erebus or equal approved heavy duty adjustable roller bolt
2	Halstead or equal approved 100mm Ref 166 satin chrome cabin hook
LOCKS 'Union' or other equal approved suitable for master keying/grand master	
3	Union L-2241-78SS oval cylinder upright commercial lock case
4	Union 21314-76CH bathroom WC dead lock
Manufactured by Dorma or equal approved	
5	Ref DMWC-SS-008 bathroom lockset with striking plate fixed to metal
6	Ref DO2725 25mm Backset narrow stile stainless steel three-lever deadlock
Carried to Collection	
Section No. 2 Bill No. 10 IRONMONGERY	