



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**PRELIMINARIES  
FOR INCLUSION IN  
BILLS OF QUANTITIES AND  
LUMP SUM DOCUMENTS  
BASED ON THE  
JBCC EDITION 6.2 - MAY 2018  
DOCUMENTATION**

**8 JULY 2022**

## **NOTES TO CONSULTANT QUANTITY SURVEYORS / PROJECT MANAGERS**

### **PRELIMINARIES**

The attached pro-forma Preliminaries which are to be inserted in the Bills of Quantities / Lump Sum Document, are to be dealt with as follows:

#### **Section A**

Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement (Edition 6.2 - May 2018), as well as those clauses that have been changed in Clause B18.0 of the Contract Data for Organs of State and other Public Sector Bodies

#### **Section B**

Section B lists the clauses of and refers directly to the JBCC General Preliminaries (May 2018)

#### **Section C**

Section C contains specific preliminary items. All items must be scrutinised and any item which is not appropriate must be marked N/A (Not Applicable)

Any new items which may be necessary for a particular service must be inserted at the end of Section C

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No		Quantity	Rate	Amount
	<p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b>MEANING OF TERMS "TENDER / TENDERER"</b></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The <b>JBCC</b> 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 to be read in conjunction with the <b>Contract Data</b> issued with the tender.</p> <p>The <b>JBCC</b> General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these <b>bills of quantities</b> / lump sum document, amended as hereinafter described</p> <p>The <b>contractor</b> is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this <b>agreement</b> such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p>			
	<b>Carried Forward</b>		R	
	Bill No. 1 PRELIMINARIES			

Brought Forward

R

**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)

**Tenderer's Note:** before pricing the preliminaries cognisance to be taken of the information listed in the Contract Data DPW-04 (EC)

Carried Forward

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PRELIMINARIES

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**PRICING OF BILLS OF QUANTITIES**

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

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

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

**VALUE ADDED TAX**

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

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**INTERPRETATION**

**A1.0 DEFINITIONS AND INTERPRETATION**

Clause 1.0

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

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**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

<p align="center"><b>Brought Forward</b></p> <p><b>ADVERSE WEATHER CONDITIONS:</b> 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</p> <p><b>AGREEMENT:</b> 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</p> <p><b>CONSTRUCTION PERIOD:</b> The period commencing on the date of possession of the site by the contractor and ending on the date of <b>practical completion</b></p> <p><b>CONTRACT PERIOD:</b> The period commencing on the date of the letter of acceptance and ending on the date of final completion</p> <p><b>COST FLUCTUATION</b> 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</p> <p><b>DEFAULT INTEREST:</b> No Clause</p> <p><b>GUARANTEE FOR CONSTRUCTION:</b> A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]</p>		R	
<p align="center"><b>Carried Forward</b></p> <p>Bill No. 1 PRELIMINARIES</p>		R	

	Brought Forward		R
	<p><b>INTEREST:</b> 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</p> <p><b>LETTER OF ACCEPTANCE:</b> The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer</p> <p><b>PAYMENT CERTIFICATE:</b> 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</p> <p><b>PRINCIPAL AGENT:</b> 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</p>		
1	<p><b>TARGETED SUBCONTRACTORS:</b> 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.</p> <p>F:..... V:..... T:.....</p>	Item	
2	<p><b>A2.0 LAW, REGULATIONS AND NOTICES</b></p> <p>Clause 2.0</p> <p>F:..... V:..... T:.....</p>	Item	
	<b>Carried Forward</b>		R
	<p>Bill No. 1 PRELIMINARIES</p>		

Brought Forward		R
<p>3 <b>A3.0 OFFER AND ACCEPTANCE</b></p> <p>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]</p> <p>F:..... V:..... T:.....</p>	Item	
<p>4 <b>A4.0 CESSION AND ASSIGNMENT</b></p> <p>Clause 4.0</p> <p>Ref Clause 6.7 [CD] - Clause 4.2</p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item	
Carried Forward		R
<p>Bill No. 1 PRELIMINARIES</p>		



	Brought Forward		R
5	<p><b>A5.0 DOCUMENTS</b></p> <p>Clause 5.0</p> <p>Replace last sentence of Clause 5.2 with the following: The original signed agreement shall be held by the Employer</p> <p>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</p> <p>Replace Clause 5.5 with the following: The parties may publish or disclose on any platform only the contract scope and contract amount</p> <p>F:..... V:..... T:.....</p>	Item	
6	<p><b>A6.0 EMPLOYER'S AGENTS</b></p> <p>Clause 6.0</p> <p><b>Replace Clause 6.5 with the following:</b> 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</p> <p><b>Add the following as Clause 6.7:</b> 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</p> <p>F:..... V:..... T:.....</p>	Item	
	<b>Carried Forward</b>		R
	<p>Bill No. 1 PRELIMINARIES</p>		

	Brought Forward		R
7	<p><b>A7.0 DESIGN RESPONSIBILITY</b></p> <p>Clause 7.0</p> <p><b>Replace first sentence of Clause 7.2 with the following:</b>                      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</p> <p>F:..... V:..... T:.....</p> <p><b><u>INSURANCES AND SECURITIES</u></b></p>	Item	
8	<p><b>A8.0 WORKS RISK</b></p> <p>Clause 8.0</p> <p><b>Replace Clause 8.4 with the following:</b>                      The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>F:..... V:..... T:.....</p>	Item	
9	<p><b>A9.0 INDEMNITIES</b></p> <p>Clause 9.0</p> <p><b>Add the following to the end of the first sentence of Clause 9.2.7:</b>                      "... due to no fault of the contractor</p> <p>9.2.9 No Clause</p> <p>9.2.10 No Clause</p> <p><b>Add the following as clause 9.3:</b>                      The employer's rights to claim damages for the contractor's omissions and actions will not be affected.</p> <p>F:..... V:..... T:.....</p>	Item	
10	<p><b>A10.0 INSURANCES</b></p>		
	<b>Carried Forward</b>		R
	<p>Bill No. 1                      PRELIMINARIES</p>		

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Clause 10.0</p> <p><b>Replace Clause 10.1 with the following:</b>          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]</p> <p><b>Add the following as Clause 10.1.5.1: Hi Risk Insurance</b>          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</p> <p><b>Add the following as Clause 10.1.5.1.1 Damage to the works</b>          The contractor shall, from the date of possession of the site until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above.          The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs</p> <p><b>10.1.5.1.2 Injury to persons or loss of or damage to property</b>          The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> 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</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability,</p>		R
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1 PRELIMINARIES</p>		R

<p style="text-align: center;"><b>Brought Forward</b></p> <p>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 <b>employer</b> 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</p> <p><b>10.1.5.1.3 Replace Clause with the following:</b> It is the responsibility of the <b>contractor</b> 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 <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, <b>within twenty-one (21) calendar days of the date of letter of acceptance</b>, but before commencement of the works, submit to the <b>employer</b> proof of such insurance policy.</p> <p><b>10.1.5.1.4 Replace Clause with the following:</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> 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 <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p><b>10.2 Replace Clause with the following:</b> 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</p> <p>10.6 No Clause</p> <p><b>Add the following as Clause 10.11</b> 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</p>	<p style="text-align: center;">R</p>	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1 PRELIMINARIES</p>	<p style="text-align: center;">R</p>	

	Brought Forward		R
	F:.....V:.....T:.....	Item	
11	<p><b>A11.0 SECURITIES</b></p> <p><b>Add the following as to the relevant related Clauses as follows:</b></p> <p><b>Add the following to Clause 11.1:</b></p> <p>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).</p> <p>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.</p> <p>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5</p> <p>11.1.1 No Clause</p> <p>11.1.2 No Clause</p> <p>11.2.2 No Clause</p> <p>11.3 No Clause</p> <p><b>Replace Clause 11.4.1 with the following:</b> 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.</p> <p>11.5 No Clause</p> <p>11.6 No Clause</p>		
	<b>Carried Forward</b>		R
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<p style="text-align: center;"><b>Brought Forward</b></p> <p>11.7 No Clause</p> <p>11.8 No Clause</p> <p>11.9 No Clause</p> <p>11.10 No Clause</p> <p><b>Add the following as Clause 11.11:</b> Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.11.1:</b> The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p><b>Add the following as Clause 11.11.2:</b> 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.</p> <p><b>Add the following as Clause 11.11.3:</b> 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</p> <p><b>Add the following as Clause 11.11.4:</b> 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.</p> <p><b>Add the following as Clause 11.11.5:</b> 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.</p> <p><b>Add the following as Clause 11.11.6:</b> 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.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1 PRELIMINARIES</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b>Add the following as Clause 11.12:</b> Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.12.1:</b> 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.</p> <p><b>Add the following as Clause 11.12.2:</b> The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.</p> <p><b>Add the following as Clause 11.12.3:</b> The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.</p> <p><b>Add the following as Clause 11.12.4:</b> 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.</p> <p><b>Add the following as Clause 11.13:</b> 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:</p> <p><b>Add the following as Clause 11.13.1:</b> 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).</p> <p><b>Add the following as Clause 11.13.2:</b> 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.</p> <p><b>Add the following as Clause 11.13.3:</b> The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar</p>	R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1 PRELIMINARIES</p>	R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>days of it expiring.</p> <p><b>Add the following as Clause 11.13.4:</b> The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.13.5:</b> 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.</p> <p><b>Add the following as Clause 11.14.1:</b> 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:</p> <p><b>Add the following as Clause 11.14.2:</b> 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.</p> <p><b>Add the following as Clause 11.14.3:</b> 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.</p> <p><b>Add the following as Clause 11.14.4:</b> The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.14.5:</b> 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.</p> <p><b>Add the following as Clause 11.15:</b> Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.</p> <p><b>Add the following as Clause 11.15.1:</b> The payment reduction of the value certified in a</p>	R	
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	<p>payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.</p> <p><b>Add the following as Clause 11.15.2:</b> 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.</p> <p><b>Add the following as Clause 11.16:</b> 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.</p> <p><b>Add the following as Clause 11.17:</b> 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).</p> <p>F:..... V:..... T:.....</p> <p><b><u>EXECUTION</u></b></p>	Item	
12	<p><b>A12.0 OBLIGATIONS OF THE PARTIES</b></p> <p>Clause 12.0</p> <p>12.1.1 No Clause</p> <p><b>Replace Clause 12.1.5 with the following:</b> 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</p> <p>12.1.6 No Clause</p> <p>12.1.8 No Clause</p> <p><b>Replace Clause 12.2.2 with the following:</b> 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</p>		
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<p style="text-align: center;"><b>Brought Forward</b></p> <p>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</p> <p><b>Replace Clause 12.2.5 with the following:</b> Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]</p> <p><b>Replace Clause 12.2.13 with the following:</b> 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</p> <p><b>Add the following as Clause 12.2.22:</b> 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)</p> <p><b>Add the following as Clause 12.2.23:</b> The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]</p> <p><b>Offices</b></p> <p>The <b>contractor</b> shall provide, maintain and remove on completion of the <b>works</b> an office for the exclusive use of the <b>principal agent</b>, 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]</p> <p>F:..... V:..... T:.....</p> <p><b>Main notice board</b></p> <p>The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> 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</p>	<p style="text-align: center;">R</p>	
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<p>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]</p> <p>F:..... V:..... T:.....</p>	Item	
<p><b>13 A13.0 SETTING OUT</b></p> <p>Clause 13.0</p> <p>F:..... V:..... T:.....</p>	Item	
<p><b>14 A14.0 NOMINATED SUBCONTRACTORS</b></p> <p>Clause 14.0</p> <p>Ref Clause 6.7 [CD] - Clause 14.1.4</p> <p>14.1.5 No Clause</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1</p> <p>Ref Clause 6.7 [CD] - Clause 14.6</p> <p>F:..... V:..... T:.....</p>	Item	
<p><b>15 A15.0 SELECTED SUBCONTRACTORS</b></p> <p>Clause 15.0</p> <p>Ref Clause 6.7 [CD] - Clause 15.1.4 &amp; Clause 15.5</p> <p>15.1.5 No Clause</p> <p><b>Replace Clause 15.1.2 with the following:</b> The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1</p> <p>F:..... V:..... T:.....</p>	Item	
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16	<b>A16.0 DIRECT CONTRACTORS</b> Clause 16.0 F:..... V:..... T:.....	Item	
17	<b>A17.0 CONTRACT INSTRUCTIONS</b> Clause 17.0 <b>Replace Clause 17.4 with the following:</b> 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  <b>Add the following clause as Clause 17.6:</b> 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	
	<b><u>COMPLETION</u></b>		
18	<b>A18.0 INTERIM COMPLETION</b> Clause 18.0 F:..... V:..... T:..... <b>N/A</b>	Item	
19	<b>A19.0 PRACTICAL COMPLETION</b> Clause 19.0 <b>Replace Clause 19.5 with the following:</b> 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  <b>Add the following as Clause 19.8:</b> <b>WORKS COMPLETION</b> (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		
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<p align="center"><b>Brought Forward</b></p> <p>practical completion to be completed or rectified to achieve works completion.</p> <p>(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:</p> <p>(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</p> <p>(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)</p> <p>(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:</p> <p>(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</p> <p>(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</p> <p>(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</p>		<p align="center">R</p>	
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21	<p style="text-align: center;"><b>Brought Forward</b></p> <p><b>A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</b></p> <p>Clause 21.0</p> <p><b>Replace Clause 21.1 with the following:</b> 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)</p> <p><b>Replace Clause 21.6 with the following:</b> 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</p> <p>And/or</p> <p>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:</p> <p>(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</p> <p>(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</p> <p>21.6.1 Omit Clause</p> <p>21.6.2 Omit Clause</p> <p><b>Add the following as Clause 21.13:</b> 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</p> <p><b>Add the following as Clause 21.14:</b> Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the</p> <p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1 PRELIMINARIES</p>		R	
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24	<p><b>A24.0 PENALTY FOR LATE OR NON-COMPLETION</b></p> <p>Clause 24.0</p> <p><b>Replace Clause 24.1 with the following:</b> Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]</p> <p><b>Replace Clause 24.2 with the following:</b> Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:</p> <p><b>Replace Clause 24.2.1 with the following:</b> The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]</p> <p>F:..... V:.....T:.....</p> <p><b><u>PAYMENT</u></b></p>	Item		
25	<p><b>A25.0 PAYMENT</b></p> <p>Clause 25.0</p> <p><b>Replace Clause 25.2 with the following:</b> 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</p> <p><b>Add the following to Clause 25.3:</b></p> <p>25.3.12 Monthly Local content report,</p> <p>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)</p> <p>25.3.14 Tax Invoice</p>			
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25.3.15 Labour intensive report		
25.3.16 Contract participation goal reports		
25.5 No Clause		
<b>Replace Clause 25.6 with the following:</b> 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.		
<b>Replace Clause 25.10 with the following:</b> 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		
<b>Replace Clauses 25.12 to 25.12.3 with the following:</b> The value certified shall be subject to the following percentage adjustments :		
<b>(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 &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</b>		
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		
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<p>interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26</p> <p>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.</p> <p><b>(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])</b></p> <p>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:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>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</p> <p>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</p> <p>25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>F:..... V:.....T:.....</p>	Item	
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26	<p align="center"><b>Brought Forward</b></p> <p><b>A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</b></p> <p>Clause 26.0</p> <p>Ref Clause 6.7 [CD] – Clause 26.1</p> <p>Omit Clause 26.4.3</p> <p>Ref Clause 6.7 [CD] – Clause 26.7</p> <p><b>Replace Clause 26.10 with the following:</b>          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</p> <p>Ref Clause 6.7 [CD] – Clause 26.12</p> <p>F:..... V:..... T:.....</p>	Item	R	
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27	<p style="text-align: center;"><b>Brought Forward</b></p> <p><b>A27.0 RECOVERY OF EXPENSE AND/OR LOSS</b></p> <p>Clause 27.0</p> <p><b>Replace Clause 27.1.2 with the following:</b> Interest due to late payment only</p> <p><b>Replace Clause 27.1.4 with the following:</b> Interest due to late payment only</p> <p>27.1.5 No Clause</p> <p><b>Replace Clause 27.5 with the following:</b> 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</p> <p><b>Add the following as Clause 27.6:</b> 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</p> <p>F:..... V:..... T:.....</p>		R	
	<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1 PRELIMINARIES</p>	Item	R	

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<b><u>SUSPENSION AND TERMINATION</u></b>		
28	<p><b>A28.0 SUSPENSION BY THE CONTRACTOR</b></p> <p>Clause 28.0</p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item
29	<p><b>A29.0 TERMINATION</b></p> <p>Clause 29.0</p> <p><b>Add the following as Clause 29.1.4:</b>                  The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p><b>Add the following as Clause 29.1.5:</b>                  The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p><b>Add the following as Clause 29.1.6:</b>                  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.</p> <p><b>Replace Clause 29.7 with the following:</b>                  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]</p> <p><b>Replace Clause 29.9 with the following:</b>                  The employer has the right of recovery against the contractor, where applicable, [CD] from:</p>	
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The guarantee for construction (variable) until the final payment has been made;		
or		
The guarantee for construction (fixed) until the date of practical completion;		
or		
The payment reduction until the final payment is made;		
or		
The cash deposit made as security until the final payment is made		
29.14.1 No Clause		
29.14.3 No Clause		
29.14.4 No Clause		
29.14.5 No Clause		
29.14.6 No Clause		
29.14.7 No Clause		
29.15 No Clause		
29.16 No Clause		
29.17.3 No Clause		
29.17.6 No Clause		
29.21.5 No Clause		
29.22 No Clause		
29.23 No Clause		
29.25.3 No Clause		
29.25.4 No Clause		
29.27 No Clause		
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	<p><b><u>DISPUTE RESOLUTION</u></b></p>			
30	<p><b>A30.0 DISPUTE RESOLUTION</b></p>			
	<p>Clause 30.0</p>			
	<p><b>Replace Clause 30.2 with the following:</b> 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</p>			
	<p><b>30.3 to 30.7.7 No Clauses</b></p>			
	<p><b>Replace Clause 30.8 with the following:</b> The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p>			
	<p><b>30.8.1 No Clause</b></p>			
	<p><b>Replace Clause 30.8.2 with the following:</b> The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties</p>			
	<p><b>Replace Clause 30.8.3 with the following:</b> Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses</p>			
	<p><b>Replace Clause 30.9 with the following:</b> 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</p>			
	<p>30.10 No Clause</p>			
	<p>30.12 No Clause</p>			
	<p>F:..... V:..... T:.....</p>			
	<p><b><u>SECTION B: GENERAL PRELIMINARIES</u></b></p>			
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<b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b>			
31	<b>B1.1</b> Definitions F:..... V:..... T:.....	Item	
32	<b>B1.2</b> Interpretation F:..... V:..... T:.....	Item	
<b><u>B2.0 DOCUMENTS</u></b>			
33	<b>B2.1</b> Checking of documents F:..... V:..... T:.....	Item	
34	<b>B2.2</b> Provisional bills of quantities F:..... V:..... T:.....	Item	
35	<b>B2.3</b> Availability of construction information F:..... V:..... T:.....	Item	
36	<b>B2.4</b> Ordering of materials and goods F:..... V:..... T:.....	Item	
<b><u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u></b>			
37	<b>B3.1</b> Previous work - dimensional accuracy F:..... V:..... T:.....	Item	
38	<b>B3.2</b> Previous work - defects F:..... V:..... T:.....	Item	
39	<b>B3.3</b> Inspection of adjoining properties F:..... V:..... T:.....	Item	
<b><u>B4.0 THE SITE</u></b>			
40	<b>B4.1</b> Handover of site in stages F:..... V:..... T:.....	Item	
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41	<b>B4.2 Enclosure of the works</b> F:..... V:..... T:.....		Item	
42	<b>B4.3 Geotechnical and other investigations</b> F:..... V:..... T:.....		Item	
43	<b>B4.4 Encroachments</b> F:..... V:..... T:.....		Item	
44	<b>B4.5 Existing premises occupied</b> F:..... V:..... T:.....		Item	
45	<b>B4.6 Services - known</b> F:..... V:..... T:.....		Item	
<b><u>B5.0 MANAGEMENT OF CONTRACT</u></b>				
46	<b>B5.1 Management of the works</b> F:..... V:..... T:.....		Item	
47	<b>B5.2 Progress meetings</b> F:..... V:..... T:.....		Item	
48	<b>B5.3 Technical meetings</b> F:..... V:..... T:.....		Item	
<b><u>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u></b>				
49	<b>B6.1 Samples of materials</b> F:..... V:..... T:.....		Item	
50	<b>B6.2 Workmanship samples</b> F:..... V:..... T:.....		Item	
51	<b>B6.3 Shop drawings</b> F:..... V:..... T:.....		Item	
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	<b><u>B10.0 ATTENDANCE ON SUBCONTRACTORS</u></b>		
59	<p><b>B10.1 General attendance</b></p> <p>The <b>contractor</b> shall at his own expense provide the following general attendance on the <b>subcontractors</b>:</p> <p>Access to the <b>site</b> and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the <b>contractor</b></p> <p>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</p> <p>The provision of an area for the <b>subcontractor</b> to establish temporary office accommodation and workshops and for the storage of plant and materials</p> <p>The use of erected scaffolding belonging to the <b>contractor</b>, in common with others having the like right, while it remains erected on the <b>site</b></p> <p>The use, at reasonable times by arrangement of the <b>contractor's</b> erected hoisting equipment</p> <p>F:..... V:..... T:.....</p>	Item	
60	<p><b>B10.2 Special attendance</b></p> <p>F:..... V:..... T:.....</p>	Item	
	<b><u>B11.0 GENERAL</u></b>		
61	<p><b>B11.1 Protection of the works</b></p> <p>F:..... V:..... T:.....</p>	Item	
62	<p><b>B11.2 Protection/isolation of existing works and works occupied in sections</b></p> <p>F:..... V:..... T:.....</p>	Item	
63	<p><b>B11.3 Security of the works</b></p> <p>F:..... V:..... T:.....</p>	Item	
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64	<b>B11.4 Notice before covering work</b> F:..... V:..... T:.....	Item	
65	<b>B11.5 Disturbance</b> The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent F:..... V:..... T:.....	Item	
66	<b>B11.6 Environmental disturbance</b> F:..... V:..... T:.....	Item	
67	<b>B11.7 Works cleaning and clearing</b> F:..... V:..... T:.....	Item	
68	<b>B11.8 Vermin</b> F:..... V:..... T:.....	Item	
69	<b>B11.9 Overhand work</b> F:..... V:..... T:.....	Item	
70	<b>B11.10 Tenant installations</b> F:..... V:..... T:.....	Item	
71	<b>B11.11 Advertising</b> F:..... V:..... T:.....	Item	
<p><b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b></p> <p>Section C contains specific preliminary items which apply to this contract except where <b>N/A (Not Applicable)</b> appears against an item</p>			
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Brought Forward

R

**C1.0 CONTRACT DRAWINGS**

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

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

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

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

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

Item

**C2.0 PREAMBLES**

73 The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used

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

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

Item

Carried Forward

R

Bill No. 1  
PRELIMINARIES

Brought Forward		R
<b><u>C3.0 TRADE NAMES</u></b>		
74	<p>Wherever a trade name for any product has been described in the <b>bills of quantities</b> / 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 <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>F:..... V:..... T:.....</p>	Item
<b><u>C4.0 IMPORTED MATERIALS AND EQUIPMENT</u></b>		
75	<p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>F:..... V:..... T:.....</p>	Item
<b><u>C5.0 VIEWING THE SITE IN SECURITY AREAS</u></b>		
76	<p>The <b>site</b> 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 <b>site</b> for tendering purposes</p> <p>F:..... V:..... T:.....</p>	Item
Carried Forward		R
Bill No. 1 PRELIMINARIES		

Brought Forward

R

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

77 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:..... I:.....

Item

**C7.0 ENTRANCE PERMITS TO SECURITY AREAS**

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

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

Item

**C8.0 SECURITY CHECK OF PERSONNEL**

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

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

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

Item

Carried Forward

R

Bill No. 1  
PRELIMINARIES



Brought Forward

R

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

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

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

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

Item

**C10.0 HIV/AIDS AWARENESS**

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

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

**C10.1 AWARENESS CHAMPION**

81 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:..... **N/A**

Item

Carried Forward

R

Bill No. 1  
PRELIMINARIES

Brought Forward		R
<b><u>C10.2 AWARENESS WORKSHOPS</u></b>		
82	Selection and appointment of a competent Service Provider approved by the <b>principal agent</b> , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	Item
	F:..... V:..... T:..... <b>N/A</b>	
<b><u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u></b>		
83	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification	Item
	F:..... V:..... T:..... <b>N/A</b>	
<b><u>C10.4 ACCESS TO CONDOMS</u></b>		
84	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 <b>construction period</b> , all in accordance with the HIV/AIDS Specification	Item
	F:..... V:..... T:..... <b>N/A</b>	
<b><u>C10.5 MONITORING</u></b>		
85	Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification	Item
	F:..... V:..... T:..... <b>N/A</b>	
<b>Carried Forward</b>		R
Bill No. 1 PRELIMINARIES		

Brought Forward

R

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

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

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

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, **the principal agent**, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

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

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

Item

Carried Forward

R

Bill No. 1  
PRELIMINARIES

Brought Forward

R

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

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

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

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

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

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

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

Item

Carried Forward

R

Bill No. 1  
PRELIMINARIES

Brought Forward

R

**C13.0 IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

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

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

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

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

Item

**SUMMARY OF CATEGORIES**

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Summary

R

Bill No. 1  
PRELIMINARIES

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 2</u></b>			
	<b><u>ALTERATIONS</u></b>			
	<i>Tenderers are advised to study Departmental Specification PW 371</i>			
	<b><u>SITE CLEARANCE</u></b>			
	<u>Site clearance</u>			
1	Removing rubbish, debris etc from toilet	Item		
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
	<u>Taking out and removing doors, windows, etc including frames from brickwork;</u>			
2	Glazed steel window 500 x 2700mm high from 280mm brick wall	No	4	
3	Timber single door and frame 813 x 2032mm high overall from 110mm brick wall	No	4	
	<u>Taking down and remove roofs, floors, panelling, ceiling, partitions, etc</u>			
4	Cubicle partitioning 2000mm high, including doors, ironmongery, etc and making good wall and floor finish (paintwork and tiling elsewhere measured)	m	16	
	<u>Taking out and removing sanitary fittings, tanks, geysers, etc. including disconnecting from pipes, traps, etc (making tiling and paintwork elsewhere)</u>			
5	Vitreous china WC pan with flush valve and flush pipe	No	6	
6	Monolithic resin countertop overall size 1455 x 600 with front face 400mm high including two wash hand basins and taps, complete	No	4	
7	Vitreous china wall hang urinal with flush valve	No	2	
	<b>Carried Forward</b>			R
	Bill No. 2 ALTERATIONS			

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Brought Forward			R
	<u>Hacking off and removing tiles including removing adhesive and preparing surfaces for new screed, plaster, tile finish, etc</u>		
8	Tiles to walls	m2	108
9	Tiles on floors	m2	107
	<u>Hacking up/off and removing granolithic, screed, plaster, etc from brickwork and preparing surfaces for new screed, plaster, tile finish, etc</u>		
10	Internal plaster from walls	m2	45
	<u>Taking out and removing mirrors:</u>		
11	Mirror 500 x 1000mm high from wall	No	8
	<b><u>GENERAL REPAIRWORK</u></b>		
	<u>Cracks to existing plastered brick walls</u>		
12	Neatly cut into and remove existing plaster on either side of crack not exceeding 300mm total width and generally prepare for plaster patching (elsewhere measured)	m	12
	<b>Carried to Summary</b>		
			R

Bill No. 2  
ALTERATIONS

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 3</u></b>			
	<b><u>CARPENTRY AND JOINERY</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>Joinery:</u></b>			
	Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc			
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes			
	<b><u>Fixing</u></b>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete			
	<b><u>TIMBER DOORS, WINDOWS, ETC</u></b>			
	<b><u>DOORS ETC</u></b>			
	<u>Semi solid core doors with commercial veneer, hung to timber frames</u>			
1	44mm Door 813 x 2032mm high	No	4	
	<b><u>FRAMED FRAMES, ETC</u></b>			
	<u>Wrought meranti</u>			
	<u>44 x 68mm Timber door frame fixed to brickwork</u>			
2	Timber door frame for 813 x 2032mm high door	No	4	
	<b><u>FITTINGS</u></b>			
3	Monolithic resin counter overall size 1455 x 600 with front face 400mm high twice cut to incorporate sunken basins (sunken basins elsewhere measured) (Refer Scope of works / Finishing schedule: C - Joinery) complete	No	4	
	<b>Carried to Summary</b>			
	Bill No. 3			
	CARPENTRY AND JOINERY			
			R	



**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 4</u></b>			
	<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>			
	Tenderers are advise to study Departmental Specification PW 371.			
	<b><u>TOILET CUBICLES</u></b>			
	<b><u>Solid grade laminate toilet cubicles consisting of 20mm thick partitions, doors and stiles of laminated construction, all framed in natural anodised aluminium channel section beading, top rails and fixing components and fitted with all necessary ironmongery comprising standard indicating bolts, combined coat hooks and toilet roll holder complete</u></b>			
1	Partitions 1800mm high with bottom rail plugged to floor tiles	m	16	
2	Extra over partition 1800mm high for vertical abutment against plastered and tiled walls	No	12	
3	Extra over partition 1800mm high for corner	No	8	
4	Extra over partition 1800mm high for T-intersection	No	4	
5	Door 813 x 1800mm high including hinges, CP indicator bolt and coat hook	No	6	
	<b>Carried to Summary</b>			
	Bill No. 4 CEILINGS, PARTITIONS AND ACCESS FLOORING			
			R	

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No	<u>BILL NO. 5</u>	Quantity	Rate	Amount
	<b><u>IRONMONGERY</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>Proprietary items or materials</u></b>			
	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
	<b><u>IRONMONGERY TO NEW DOORS</u></b>			
	<b><u>HINGES, BOLTS, ETC</u></b>			
1	100mm brass hinge with nylon washers	No	12	
	<b><u>LOCKS</u></b>			
	Unless otherwise described locks shall have two keys each			
2	3 lever lockset	No	4	
	<b><u>HANDLES</u></b>			
3	Stainless steel pull handles 375 x 350 x 25mm	No	8	
	<b><u>LETTERS, NAMEPLATES, ETC</u></b>			
	<u>152 x 152 x 3mm Aluminium "informatory" sign plates, screw-fixed with four chrome-plated self-tapping screws or plugs:</u>			
4	Plate with "Female" or "Male" signage	No	4	
	<b><u>DOOR CLOSERS</u></b>			
5	232 x 68 x 45mm Door closer with parallel arm bracket (model TS71)	No	4	
	<b><u>SUNDRIES</u></b>			
6	38mm Diameter rubber door stop	No	4	
	<b>Carried Forward</b>			
	Bill No. 5 IRONMONGERY		R	



**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 6</u></b>			
	<b><u>METALWORK</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>ALUMINIUM WINDOWS, DOORS, ETC</u></b>			
	<b><u>Purpose made powder coated aluminium window units (colour: white) with subframes, ironmongery, 4mm float glass, coverstrips and all operational parts including sealing all around on both sides polysulphide or similar approved sealant, complete.</u></b>			
1	Window overall size 500 x 2700mm high, to match existing (Refer Scope of works / Finishing schedule: G - Glazing)	No	4	
	<b>Carried to Summary</b>			
	Bill No. 6 METALWORK			
				R

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No	<b><u>BILL NO. 7</u></b>	Quantity	Rate	Amount
	<b><u>PLASTERING</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>SCREEDS</u></b>			
	<u>1:3 Cement plaster screeds wood floated for tiles, on concrete</u>			
1	30mm Thick on floors and landings	m2	107	
	<b><u>INTERNAL PLASTER</u></b>			
	<u>Cement plaster wood floated for tiles, on brickwork:</u>			
2	On walls	m2	108	
	<u>Cement plaster on brickwork</u>			
3	On walls	m2	45	
4	On walls in narrow widths not exceeding 300mm wide in crack repairs (cleaning out of cracks elsewhere measured)	m	12	
	<b>Carried to Summary</b>			
	Bill No. 7 PLASTERING			
				R



**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 9</u></b>			
	<b><u>PLUMBING AND DRAINAGE</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>SANITARY FITTINGS</u></b>			
1	385 x 380 x 600mm White glazed vitreous china wall hung urinal to entry urinal including 38mm CP domical grating, a spreader (with a 20mm diameter thread) waste, flush pipe, all necessary fixing etc, complete	No	2	
2	Vitreous china water closets including all necessary fixings etc, complete	No	6	
3	350 x 290 x 190mm Wall mounted white glazed vitreous china wash hand basin including all necessary fixings etc whb to be integrated to the countertop	No	8	
	<b><u>TRAPS ETC</u></b>			
4	40mm Chromium plated bottle trap	No	8	
5	150mm Braided flexible connector	No	24	
	<b><u>WASTE UNIONS ETC</u></b>			
6	32mm Anti-theft waste union with plug and spindle	No	8	
	<b><u>TAPS, VALVES, ETC</u></b>			
	<b><u>Chrome plated brass</u></b>			
7	15mm CP single-lever basin mixer tap	No	8	
	<b><u>Flush valves</u></b>			
8	Cobra concealed type, back entry toilet low pressure flushmaster valve with prison secure push button flush activation including flush pipe	No	6	
9	Concealed type urinal flush valve with ball-o-stop and palm press pushbutton assembly	No	2	
	<b><u>SANITARY PLUMBING</u></b>			
	<b>Carried Forward</b>			
	Bill No. 9 PLUMBING AND DRAINAGE		R	

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Brought Forward				R
	<u>uPVC pipes</u>			
10	40mm Pipes	m	28	
11	110mm Pipes	m	10	
	<u>Extra over uPVC pipes for fittings</u>			
12	40mm Bend	No	8	
13	40mm Junction	No	8	
14	110mm Junction	No	6	
15	110mm Pan connector	No	6	
	<u>Sundries</u>			
16	Testing waste pipe system		Item	
	<b><u>WATER SUPPLIES</u></b>			
	<u>Class II copper pipes</u>			
17	15mm Pipes	m	15	
18	22mm Pipes	m	18	
19	15mm Pipes chased into brick walls	m	12	
20	22mm Pipes chased into brick walls	m	10	
	<u>Extra over Class 2 copper pipes for brass compression fittings:</u>			
21	15mm Bush, elbow, bend, tee, reducing tee, saddle, etc.	No	8	
22	22mm Bush, elbow, bend, tee, reducing tee, saddle, etc.	No	12	
	<u>Testing:</u>			
23	Testing water pipe system		Item	
	<b>Carried to Summary</b>			R
	Bill No. 9			
	PLUMBING AND DRAINAGE			





**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 11</u></b>			
	<b><u>PAINTWORK</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>PREPARATORY WORK TO EXISTING WORK</u></b>			
	<b><u>Previously painted plastered surfaces</u></b>			
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth			
	<b><u>Previously painted metal surfaces</u></b>			
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal			
	<b><u>Previously painted wood surfaces</u></b>			
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth			
	<b><u>SABS approved paint applied in accordance with manufacturer's instructions:</u></b>			
	<b><u>PAINTWORK ETC TO NEW WORK</u></b>			
	<b><u>ON WOOD SURFACES</u></b>			
	<u>One coat alkali resistant primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint</u>			
1	Timber doors	m2	18	
2	Timber door frames etc	m2	8	
	<b>Carried Forward</b>			R
	Bill No. 11 PAINTWORK			

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Brought Forward			R
<b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b>			
<b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>			
<u>Two coats extremely durable UV-resistant washable pure acrylic emulsion sheen paint</u>			
3	Walls	m2	45
4	Ceilings and beams	m2	107
<b><u>ON METAL SURFACES</u></b>			
<u>One coat alkyd based universal undercoat and one coat superior quality universal enamel paint</u>			
5	Door frames	m2	23
Carried to Summary			R
Bill No. 11 PAINTWORK			

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Item No	<u>BILL NO. 12</u>	Quantity	Rate	Amount
	<b><u>PROVISIONAL SUM</u></b>			
	<i>Tenderers are advised to study Departmental Specification PW 371</i>			
	<b><u>ELECTRICAL INSTALLATION</u></b>			
1	Allowance of <b>R42,052.00 (Forty Two Thousand and Fifty Two rands)</b> for electrical installation	Item		42,052.00
2	Allow for profit	Item		
3	Allow for attendance	Item		
	<b><u>PLUMBING AND DRAINAGE</u></b>			
4	Allowance of <b>R21,026.00 (Twenty One Thousand and Twenty Six rands)</b> for plumbing and drainage	Item		21,026.00
5	Allow for profit	Item		
6	Allow for attendance	Item		
	<b>Carried to Summary</b>		R	
	Bill No. 12 PROVISIONAL SUM			

**90 PLEIN STREET BUILDING: 6TH FLOOR: REFURBISHMENT OF TOILET FACILITIES**

Bill No	<u>FINAL SUMMARY</u>	Page No	Amount
1	PRELIMINARIES	43	
2	ALTERATIONS	45	
3	CARPENTRY AND JOINERY	46	
4	CEILINGS, PARTITIONS AND ACCESS FLOORING	47	
5	IRONMONGERY	49	
6	METALWORK	50	
7	PLASTERING	51	
8	TILING	52	
9	PLUMBING AND DRAINAGE	54	
10	GLAZING	55	
11	PAINTWORK	57	
12	PROVISIONAL SUM	58	
	SUB-TOTAL		R
	VALUE ADDED TAX (15%)		R
	<b>Total Carried Forward to DPW07 (EC)</b>		R

## **Part 3 : Scope of Work**

### **C3.1 : Scope of Work**

## C3.1 : Scope of Work

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

Project title:	CAPE TOWN: PARLIAMENT PRECINCT: 90 PLEIN STREET: 6 <sup>TH</sup> FLOOR REFURBISHMENT OF TOILET FACILITIES		
Tender / Quotation no:	DPW 02/2023	Reference no:	3/12/20/2/1

### C3. Scope of Works

The scope of work comprises of refurbishing toilet facilities including alterations, waterproofing, carpentry and joinery, floor covering, wall lining, installation of new ironmongery, plastering, painting and Electrical work.

#### C3.1 EXTENT OF THE WORKS

The scope of work comprises of refurbishing toilet facilities including alterations, waterproofing, carpentry and joinery, floor covering, wall lining, installation of new ironmongery, plastering, painting and Electrical work.

#### C3.2 ORDER OF THE WORKS

Not applicable. Work will be completed as a whole.

#### C3.3 BUILDINGS OCCUPIED

The 6<sup>th</sup> Floor Offices and other floors will be occupied in the Building. The Ablution Facilities will not be used during renovations by the contractor. The small portion of the works will take place within the existing ablution facilities. The Contractor is to arrange with the Users to ensure that his work does not adversely affect the end users.

#### C3.4 ACCESS

Service provider working in the Parliament Precinct will be required to submit documentation (ID and letter of appointment) to the Parliament Permit office in order to receive a permit for the duration of the project. The service provider must carry their permit all the time when inside the premises. Access for the Contractor will be via the main entrances, unless otherwise agreed with the Users.

Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, Government Gazette No. 42021 of 9 November 2018.

#### C3.5 STANDARD MINIMUM REQUIREMENTS

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

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

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

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



- C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

### C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as specified below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained:

#### C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **no applicable** materials comply in all respects with the specific requirements of PW371 and SANS specifications,

- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site,
- (e) Material of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site.

Failure to achieve the minimum **not applicable** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **not applicable** penalty of the prorate targeted value of materials not complied with unless the

contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

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

**The Minimum Targeted Local Building Material Suppliers CPG is N/A to this project.**

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

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

A targeted supplier is a targeted enterprise that

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

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

Preference shall be given to the local material suppliers where feasible in the N/A, and provided that:

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

Failure to achieve the minimum N/A Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a N/A penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

### **C3.6.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal**

**The Minimum Targeted Local Labour Skills Development CPG is N/A on this project.**

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

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and

Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

#### **C3.6.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal**

**The Minimum Targeted Enterprise Development Contract Participation Goal is *N/A* to this project.**

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

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

The lead partner or main contractor shall dedicate a **minimum five percent (5%)** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **N/A** Enterprises.

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

#### C3.6.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

#### C3.6.4.2 Management

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

#### C3.6.4.3 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:

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

#### C3.6.4.10 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 CIBD BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

The Minimum Targeted Contract Skills Development CPG is *N/A* to this project.

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

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

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

#### C3.6.5.1 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 listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

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

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

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

**Table 3: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

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

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

- 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).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- The successful contractor shall employ at least N/A 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 **N/A** 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 N/A

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 *insert "applicable" or "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 **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

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

Labour-intensive works:

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

Labour-intensive competencies of supervisory and management staff:

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

#### C3.6.7.1 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 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) cohesive materials:**

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**Note**

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

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick;	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick

	requires many blows for excavation.		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)**

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