

## **C2.1 Pricing Instructions**

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

<b>Project title:</b>	SAPS: EAST LONDON: PUBLIC ORDER POLICE STATION: INSTALLATION OF 2X 10 000LITRE WATER TANKS WITH PUMPS			
<b>Tender / Quotation no:</b>	PEQ04/2022	<b>WCS no:</b>	055620	<b>Reference no:</b>
	2			14/1/3/1//6425/5505

### C2.1 Pricing Assumptions

#### C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

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

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

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

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

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

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

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

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

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

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

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

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

#### **C2.1.2 VALUE ADDED TAX**

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

#### **C2.1.3 CORRECTION OF ENTRIES**

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

#### **C2.1.4 ARITHMETICAL ERRORS**

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

#### **C2.1.5 TRADE NAMES**

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

### **C2.1.6 CONTRACT DOCUMENTS**

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

### **C2.1.7 FIXED PRICE CONTRACT**

(a)

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

### **C2.1.8 PAYMENTS**

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

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

### **C2.1.9 ACCOMMODATION ON SITE**

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

### **C2.1.10 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

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

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

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

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

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

#### **C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME**

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

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

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

##### **C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL**

###### **MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

##### **C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

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

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

##### **C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described

in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL**

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)**

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

#### **C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers

- other additional costs as per table 3 of the Standard

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### Payment

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

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

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

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

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

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

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

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

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

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



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

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

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

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<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 remeasurable item.

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

Contract amount R65 700 000  
Contract duration 12 Months  
CSDG factor 0,50%  
Minimum CSDG target  $0,50\% \times R65\ 700\ 000 = R328\ 500$  (Minimum requirement)

**Table 4: Notional cost recalculation upon appointment of beneficiaries**

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

**C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

#### **C2.1.11.8 LABOUR-INTENSIVE WORKS**

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

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

#### **C2.2 Submission of Accrual Reports**

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

## **C3 Scope of Work**

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

<b>Project title:</b>	SAPS: EAST LONDON: PUBLIC ORDER POLICE STATION: INSTALLATION OF 2X 10 000LITRE WATER TANKS WITH PUMPS		
<b>Tender / Quotation no:</b>	PEQ04/2022	<b>Reference no:</b>	14/1/3/1//6425/5505

### C3. Scope of Works

#### C3.1 EXTENT OF THE WORKS

INSTALLATION OF 2X 10 000LITRE WATER TANKS.  
ELECTRICAL PUMPS  
2 X CONCRETE STANDS  
INSTALLATION OF GUTTERS  
GUTTER CLEANING  
ROOF SHEETS CLEANING

#### C3.2 ORDER OF THE WORKS

The sequence of work will not be affecting by any factors as the works are external.

#### C3.3 BUILDINGS OCCUPIED

The main building of the building will be off limits as the station will be fully operational at the time of the construction.

#### C3.4 ACCESS

The contractor will use the main entrance for deliveries and way to site.  
Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, Government Gazette No. 42021 of 9 November 2018.

#### C3.5 STANDARD MINIMUM REQUIREMENTS

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

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

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

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

C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

- C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

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

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

#### **C3.6.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal**

##### **MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**30% Mandatory subcontracting is not applicable to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the thirty percent (30%) Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

- (a) SMME's involvement of at least **insert applicable percentage, both in words and figures** of the tender amount at the time of tender to be sourced from within **insert applicable kilometers** radius of the project site with the intention to maximize use of local SMMEs within **insert applicable Ward/s, Municipal District, Town, City, Province**,
- (b) SMME's involvement of at least **insert applicable percentage, both in words and figures** of the Tender Value to be sourced from within **insert applicable kilometers** radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people
- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities

- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people
- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder may refer to the CSD website should the list provided be insufficient.

**Bidders must ensure that the sub-contractors conform to the following:**

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and
- e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
  - Relevant Ward. If not available;
  - Relevant neighbouring Wards. If not available;
  - Relevant Local Municipality. If not available;
  - Relevant District Municipality. If not available;
  - Relevant Metro. If not available;
  - Relevant Province. If not available;
  - Relevant Neighbouring Province. And If not available;
  - Anywhere within the borders of South Africa .

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the **minimum thirty percent (30%) SMME participation** based on the tender amount including VAT, will result in a **insert applicable percentage, both in words and figures** penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

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

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

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

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

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

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

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

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

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

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

### C3.6.3 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

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

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

A targeted supplier is a targeted enterprise that

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

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

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

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

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

Failure to achieve the minimum **insert applicable percentage, both in words and figures** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in 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.

#### C3.6.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

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

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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



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

### **C3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal**

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

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

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

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

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

#### **C3.6.5.1 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.

#### C3.6.5.2 Management

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

#### C3.6.5.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

#### C3.6.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

#### C3.6.5.5 The Key Personal

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

#### C3.6.5.6 Management Meetings

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

#### C3.6.5.7 Forms for contract administration

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

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

#### C3.6.5.8 Records

The contractor shall:

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

#### C3.6.5.9 Payment Certificates

The contractor shall:

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

#### C3.6.5.10 Compliance requirements

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

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

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

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

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

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

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

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training

as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.6.6.1 Methodology

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

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

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

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

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

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

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

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

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

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

*Source: cidb Standard for Skills Development*

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<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 remeasurable item.*

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

#### C3.6.6.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates'
- (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.

### C3.6.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

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

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

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

### C3.6.8 LABOUR-INTENSIVE WORKS

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

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

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

#### Employer's objectives:

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

#### Labour-intensive works:

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

#### Labour-intensive competencies of supervisory and management staff:

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

### C3.6.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded 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.

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

Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.
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### **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 thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

## Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

**CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.**

### 1.1. 30% SMME mandatory subcontracting CPG

When applicable, a minimum of 30% of the total tender amount at the time of award, including all allowances and VAT are to be subcontracted to SMMEs.

#### CPG calculation example:

“Tender Amount” = R150 mil

CPG 30% subcontracting value = R45 Mil

#### Calculation of penalty:

Percentage penalty applicable = 5% as specified in the Scope of Works (PG01.2)

CPG Achieved = R30 Mil (R15 Mil shortfall)

Penalty = R15 Mil x 5% = R750 000 Excl. VAT

### 1.2 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

#### CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

#### Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

### 1.3 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

#### CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

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

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)  
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)  
CPG target value = R6,5 Mil excluding VAT  
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT  
Penalty = R1 Mil x 20% = R200 000 excluding VAT

#### 1.4 Targeted Local Labour Skills Development CPG

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

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT  
“Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)  
Number of working days required to complete the Works based on the construction period = 600 days  
CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)  
Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)  
CPG = 600 working days x 30% = 180 working days training to be provided  
CPG Achieved = 160 days (20 days shortfall where no training was provided)  
Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

#### 1.5 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.  
Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25  
Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)  
Penalty = 5 x R2 500 = R12 500 Excl. VAT

#### 1.6 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT  
“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)  
CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil  
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)  
CPG Achieved = 9 Mil (R1 Mil shortfall)  
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

#### 1.7 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” =

Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “contract Amount”, the number of beneficiaries to be trained and the actual cost for providing the training.

**Part 1: Calculation of 5% CPG example:**

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG

value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

**Calculation of penalty**

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Minimum 5% = R6,5 Mil

Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)

**Penalty** = R1 Mil x 30% = R300 000 Excl. VAT

**Part 2: Calculations in terms of training to be done:**

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.

Number of enterprises to be trained = 6 x 1 GB subcontractors

Total cost for training = R 1 660 000

**Calculation of penalty**

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary

**Penalty** = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
<b>5</b>	<b>Enterprise Development</b>				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	<b>Provisional Sum to be carried over to CPG bill of quantities</b>				<b>1 660 000</b>
	“Contract amount” Tender amount excl. allowances and VAT,		130 000 000		
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training		6 500 000		
	No of enterprises based on the CPG value	6	Grade 1 / 2		
	Contract period (months)	24	GB/CE,ETC.		
	<b>Note: Rates to be determined by PQS and adjusted to accepted quotation amounts</b>				

**1.8 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)**

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the “contract amount” multiplied by a percentage (%) factor for the applicable class of

construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “Contract Amount”, the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

### CPG Calculation

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

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

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

“Contract amount” = Tender amount at the time of award excluding allowances and expenses, and VAT

#### **Contractor CPG:**

CPG calculation

“Contract amount” x factor from Table 3 above.

#### **CPG calculation example:**

“Tender Amount” = R150 Mil for GB, all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total cost of training to amount to R650 000

#### **Calculation of penalty:**

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

Penalty = R100 000 x 30% = R30 000 Excl. VAT

#### **Calculations based on “Contract Amount” after b5d award and aafter bid award and appointment of beneficiaries**

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

#### **Table 4: Notional cost recalculation upon appointment of beneficiaries.**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000

<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

*Note: the required CPG will be recalculated based on the awarded Tender amount and "Contract Amount" once the beneficiaries have been appointed and actual costs are known*

*Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period*

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

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

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

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

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

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

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

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

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

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

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

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

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

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	<p>"<b>SECURITY</b>" means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "pre-paid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
	<p><u>OBJECTIVE AND PREPARATION</u></p>		
2	<p>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</p> <p>Clause 2.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
3	<p>A3.0 DOCUMENTS</p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with 14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the <b>site</b>, to which the <b>employer</b>, <b>principal agent</b> and <b>agents</b> shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
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4	<p><b>A4.0 DESIGN RESPONSIBILITY</b></p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
5	<p><b>A5.0 EMPLOYER'S AGENTS</b></p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
6	<p><b>A6.0 SITE REPRESENTATIVE</b></p> <p>Clause 6.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
7	<p><b>A7.0 COMPLIANCE WITH REGULATIONS</b></p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities / lump sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
8	<p><b>A8.0 WORKS RISK</b></p> <p>Clause 8.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
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9	<p><b>A9.0 INDEMNITIES</b></p> <p>Clause 9.0</p> <p>Fixed:_____ Value:_____ Time:_____</p>	Item
10	<p><b>A10.0 WORKS INSURANCES</b></p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p><b>10.5 Damage to the Works</b></p> <p>(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p> <p>(b) The <b>contractor</b> shall at all times proceed immediately to remove 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></p> <p>(c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p><b>10.6 Injury to Persons or loss of or damage to Properties</b></p> <p>(a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable</p> <p>(b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or</p>	
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damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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

**10.7 High risk insurance**

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

**10.7.1 Damage to the works**

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

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

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

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

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

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

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

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

Fixed:\_\_\_\_\_ Value:\_\_\_\_\_ Time:\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

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	<u>EXECUTION</u>		
15	A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS Clause 15.0 Clause 15.1.1 is amended by replacing it with: No clause Clause 15.1.2 is amended by replacing it with: The <b>security</b> selected in terms of 14.0 Clause 15.1 is amended by the addition of the following clause: 15.1.4 And acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) <b>calender days of commencement date</b> Clause 15.2.1 is amended by replacing it with the following clause: Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.4 Fixed:_____ Value:_____ Time:_____		Item
16	A16.0 ACCESS TO THE WORKS Clause 16.0 Fixed:_____ Value:_____ Time:_____		Item
17	A17.0 CONTRACT INSTRUCTIONS Clause 17.0 Clause 17.1.11 is amended by deleting the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b> " Fixed:_____ Value:_____ Time:_____		Item
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		Brought Forward	R
18	A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed:_____ Value:_____ Time:_____		Item
19	A19.0 ASSIGNMENT Clause 19.0 Fixed:_____ Value:_____ Time:_____		Item
20	A20.0 NOMINATED SUBCONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums Fixed:_____ Value:_____ Time:_____		Item
21	A21.0 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed:_____ Value:_____ Time:_____		Item
22	A22.0 EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed:_____ Value:_____ Time:_____		Item
		Carried Forward	R
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		<b>Brought Forward</b>	R
23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value: _____ Time: _____ <u>COMPLETION</u>		Item
24	A24.0 PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value: _____ Time: _____		Item
25	A25.0 WORKS COMPLETION Clause 25.0 Fixed: _____ Value: _____ Time: _____		Item
26	A26.0 FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2 Fixed: _____ Value: _____ Time: _____		Item
27	A27.0 LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value: _____ Time: _____		Item
28	A28.0 SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value: _____ Time: _____		Item
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	Brought Forward	R
29	<p>A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
30	<p>A30.0 PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
	<b><u>PAYMENT</u></b>	
31	<p>A31.0 INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p><b>Alternative A</b></p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the <b>final payment certificate</b> in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the</p>	
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**employer.** In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

**Alternative B**

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

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

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

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

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

Clause 31.12 is amended by deleting the following:

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

Fixed:\_\_\_\_\_ Value:\_\_\_\_\_ Time:\_\_\_\_\_

Item

32 A32.0 ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

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

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

Fixed:\_\_\_\_\_ Value:\_\_\_\_\_ Time:\_\_\_\_\_

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

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

Clause 36.0

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

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

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

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

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

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37	<p><b>A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</b></p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value:_____ Time:_____</p>	Item	
38	<p><b>A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</b></p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value:_____ Time:_____</p>	Item	
	<b>Carried Forward</b>	R	
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39	<p><b>A39.0 CANCELLATION - CESSATION OF THE WORKS</b></p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) <b>working days</b> of completion of such a report"</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>DISPUTE</u></p>		Item
40	<p><b>A40.0 DISPUTE SETTLEMENT</b></p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>SUBSTITUTE PROVISIONS</u></p>		Item
41	<p><b>A41.0 STATE CLAUSES</b></p> <p>Clause 41.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
		<b>Carried Forward</b>	R
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		<b>Brought Forward</b>	R
	<u>CONTRACT VARIABLES</u>		
42	THE SCHEDULE (DPW-04EC) Clause 42.0  Tenderers are referred to the Contract Data (DPW-04EC) for variables pertaining to this contract		Item
	<u>SECTION B - JBCC PRELIMINARIES</u>		
	<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
43	B1.1 Definition and interpretation  See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section  Fixed: _____ Value: _____ Time: _____		Item
	<u>B2.0 DOCUMENTS</u>		
44	B2.1 Checking of documents  Fixed: _____ Value: _____ Time: _____		Item
45	B2.2 Provisional bills of quantities <b>YES</b>  Fixed: _____ Value: _____ Time: _____		Item
46	B2.3 Availability of construction documentation  Fixed: _____ Value: _____ Time: _____		Item
47	B2.4 Interest of agents  Fixed: _____ Value: _____ Time: _____		Item
48	B2.5 Priced documents  Fixed: _____ Value: _____ Time: _____		Item
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		<b>Brought Forward</b>	R
49	B2.6 Tender submission  Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"  Fixed:_____ Value:_____ Time:_____		Item
	<b><u>B3.0 THE SITE</u></b>		
50	B3.1 Defined works area  Fixed:_____ Value:_____ Time:_____		Item
51	B3.2 Geotechnical investigation <b>N/A</b>  Fixed:_____ Value:_____ Time:_____		Item
52	B3.3 Inspection of the site  Fixed:_____ Value:_____ Time:_____		Item
	No claims for extras arising from the contractor having failed to comply with this clause will be entertained		
53	B3.4 Existing premises occupied  Fixed:_____ Value:_____ Time:_____		Item
54	B3.5 Previous work - dimensional accuracy  Fixed:_____ Value:_____ Time:_____		Item
55	B3.6 Previous work - defects  Fixed:_____ Value:_____ Time:_____		Item
56	B3.7 Services - known  Fixed:_____ Value:_____ Time:_____		Item
57	B3.8 Services - unknown  Fixed:_____ Value:_____ Time:_____		Item
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58	B3.9 Protection of trees Fixed:_____ Value:_____ Time:_____	Item	
59	B3.10 Articles of value Fixed:_____ Value:_____ Time:_____	Item	
60	B3.11 Inspection of adjoining properties Fixed:_____ Value:_____ Time:_____	Item	
	<u>B4.0 MANAGEMENT OF CONTRACT</u>		
61	B4.1 Management of the works Fixed:_____ Value:_____ Time:_____	Item	
62	B4.2 Programme for the works Fixed:_____ Value:_____ Time:_____	Item	
63	B4.3 Progress meetings Fixed:_____ Value:_____ Time:_____	Item	
64	B4.4 Technical meetings Fixed:_____ Value:_____ Time:_____	Item	
65	B4.5 Labour and plant records Fixed:_____ Value:_____ Time:_____	Item	
	<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>		
66	B5.1 Samples of materials Fixed:_____ Value:_____ Time:_____	Item	
67	B5.2 Workmanship samples Fixed:_____ Value:_____ Time:_____	Item	
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68	B5.3 Shop drawings Fixed:_____ Value:_____ Time:_____		Item
69	B5.4 Compliance with manufacturers' instructions Fixed:_____ Value:_____ Time:_____		Item
	<b><u>B6.0 TEMPORARY WORKS AND PLANT</u></b>		
70	B6.1 Deposits and fees Fixed:_____ Value:_____ Time:_____		Item
71	B6.2 Enclosure of the works Fixed:_____ Value:_____ Time:_____		Item
72	B6.3 Advertising Fixed:_____ Value:_____ Time:_____		Item
73	B6.4 Plant, equipment , sheds and offices Fixed:_____ Value:_____ Time:_____		Item
74	B6.5 Main notice board <b>N/A</b> Fixed:_____ Value:_____ Time:_____		Item
75	B6.6 Subcontractors notice board <b>N/A</b> Fixed:_____ Value:_____ Time:_____		Item
	<b><u>B7.0 TEMPORARY SERVICES</u></b>		
76	B7.1 Location Fixed:_____ Value:_____ Time:_____		Item
77	B7.2 Water Fixed:_____ Value:_____ Time:_____		Item
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		<b>Brought Forward</b>	R
78	B7.3 Electricity Fixed: _____ Value: _____ Time: _____		Item
79	B7.4 Telecommunication facilities Fixed: _____ Value: _____ Time: _____		Item
80	B7.5 Ablution facilities Fixed: _____ Value: _____ Time: _____		Item
	<u>B8.0 PRIME COST AMOUNTS</u>		
81	B8.1 Responsibility for prime cost amounts Fixed: _____ Value: _____ Time: _____		Item
	<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>		
82	B9.1 General attendance Fixed: _____ Value: _____ Time: _____		Item
83	B9.2 Special attendance Fixed: _____ Value: _____ Time: _____		Item
84	B9.3 Commissioning - fuel, water and power Fixed: _____ Value: _____ Time: _____		Item
	<u>B10.0 FINANCIAL ASPECTS</u>		
85	B10.0 Statutory taxes, duties and levies Fixed: _____ Value: _____ Time: _____		Item
86	B10.2 Payment of preliminaries Fixed: _____ Value: _____ Time: _____		Item
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87	B10.3 Adjustment of preliminaries  Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities / lump sum document</b> "  Fixed:_____ Value:_____ Time:_____	Item	
88	B10.4 Payment certificate cash flow  Fixed:_____ Value:_____ Time:_____	Item	
	<b>B11 GENERAL</b>		
89	B11.1 Protection of the works  Fixed:_____ Value:_____ Time:_____	Item	
90	B11.2 Protection/isolation of existing/sectionally occupied works  Fixed:_____ Value:_____ Time:_____	Item	
91	B11.3 Security of the works  Fixed:_____ Value:_____ Time:_____	Item	
92	B11.4 Notice before covering work  Fixed:_____ Value:_____ Time:_____	Item	
93	B11.5 Disturbance  Fixed:_____ Value:_____ Time:_____	Item	
94	B11.6 Environmental disturbance  Fixed:_____ Value:_____ Time:_____	Item	
95	B11.7 Works cleaning and clearing  Fixed:_____ Value:_____ Time:_____	Item	
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96	B11.8 Vermin Fixed:_____ Value:_____ Time:_____	Item	
97	B11.9 Overhand work Fixed:_____ Value:_____ Time:_____	Item	
98	B11.10 Instruction manuals and guarantees Fixed:_____ Value:_____ Time:_____	Item	
99	B11.11 As built information Fixed:_____ Value:_____ Time:_____	Item	
100	B11.12 Tenant installations Fixed:_____ Value:_____ Time:_____	Item	
	<b><u>B12 SCHEDULE OF VARIABLES</u></b>		
101	B12.1 Schedule of variables  This <b>schedule</b> contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b> .  Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the <b>schedule</b> . Key cross reference clauses are italicised in [ ] brackets  Fixed:_____ Value:_____ Time:_____	Item	
	<b>12.1 PRE-TENDER INFORMATION</b>		
	<b>12.1.1 Provisional bills of quantities</b> [2.2] The quantities are provisional <b>YES</b>		
	<b>12.1.2 Availability of construction documentation</b> [2.3] Construction documentation is complete - <b>Bills of Quantities Only</b>		
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12.1.3 **Interests of agents**  
 [2.4] Details: The professional team has no financial interest in this contract

12.1.4 **Defined works area**  
 [3.1] The works area is confined to existing Adelaide SAPS site in the Eastern Cape.

12.1.5 **Geotechnical investigation**  
 [3.2] Details: No Geotechnical investigation was carried out.

12.1.6 **Existing premises occupied**  
 [3.4] Specific requirements: The existing premises are occupied and tenderer's should take cognosence thereof when pricing this document.

12.1.7 **Previous work - dimensional accuracy**  
 [3.5] Details: The accuracy of the existing building work is accepted

12.1.8 **Previous work - defects**  
 [3.6] Details: The defects are accepted

12.1.9 **Service - known**  
 [3.7] Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting

12.1.10 **Protection of trees**  
 [3.9] Specific requirements: **N/A**

12.1.11 **Inspection of adjoining properties**  
 [3.11] Specific requirements: None

12.1.12 **Enclosure of the works**  
 [6.2] Specific requirements: The Contractor is to safely close-off the areas where construction is taking place as to ensure the safety of pupils and staff during all hours

12.1.13 **Offices**  
 [6.4.3] Specific requirements: The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair. The office shall be kept clean and fit for use at all times.

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		Brought Forward	R
<b>12.1.14 Main notice board</b> [6.5] Specific requirements: <b>N/A</b>  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, per typical drawing no. W503 attached to these Bills of Quantities, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA, painted sans serif lettering.  The notice board for the EPWP is also to be erected in accordance with the forgoing board.			
<b>12.1.15 Subcontractors notice board</b> [6.6] A notice board is required <span style="float: right;">NO</span> Specific requirements: <span style="float: right;">NONE</span>			
<b>12.1.16 Water</b> [7.2] Option A (by <b>contractor</b> ) <span style="float: right;">YES</span>  Option B (by <b>employer</b> - free of charge) <span style="float: right;">NO</span>  Option C (by <b>employer</b> - metered) <span style="float: right;">NO</span>			
<b>12.1.17 Electricity</b> [7.3] Option A (by <b>contractor</b> ) <span style="float: right;">NO</span>  Option B (by <b>employer</b> - free of charge) <span style="float: right;">YES</span>  Option C (by <b>employer</b> - metered) <span style="float: right;">NO</span>			
<b>12.1.18 Telecommunications</b> [7.4] Telephone <span style="float: right;">YES</span>  Facsimile <span style="float: right;">No</span>  E-mail <span style="float: right;">YES</span>			
		<b>Carried Forward</b>	R
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		<b>Brought Forward</b>	
<b>12.1.19 Ablution facilities</b>			R
[7.5] Option A (by <b>contractor</b> )	YES		
Option B (by <b>employer</b> )	NO		
<b>12.1.20 Protection of existing/sectionally occupied works</b>			
[11.2] Protection is required	YES		
<b>12.1.21 Special attendance</b>			
[9.2] <b>Subcontractor</b> (1) details:	N/A		
<b>Subcontractor</b> (2) details:	N/A		
<b>Subcontractor</b> (3) details:	N/A		
<b>Subcontractor</b> (4) details:	N/A		
<b>12.1.22 Protection of the works</b>			
[11.1] Specific requirements: None			
<b>12.1.23 Disturbance</b>			
[11.5] Specific requirements:			
The <b>contractor</b> shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b>			
<b>12.1.24 Environmental disturbance</b>			
[11.6] Specific requirements:	NONE		
<b>12.2 POST-TENDER INFORMATION</b>			
<b>12.2.1 Payment of preliminaries</b>			
[10.2] Option A (prorated)	YES / NO		
Option B (calculated)	YES / NO		
<b>12.2.2 Adjustment of preliminaries</b>			
[10.3] Option A (three categories)	YES / NO		
Option B (detailed breakdown)	YES / NO		
		<b>Carried Forward</b>	R
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12.2.3 Additional agreed preliminaries items  
 Details:

**SECTION C - SPECIFIC PRELIMINARIES**

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

102 C1 CONTRACT DRAWINGS N/A

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

103 C2 PREAMBLES

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

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

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		<b>Brought Forward</b>	R
104	<p><b>C3 TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities</b>, 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>Fixed: _____ Value: _____ Time: _____</p>		Item
105	<p><b>C4 IMPORTED MATERIALS AND EQUIPMENT</b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
106	<p><b>C5 VIEWING THE SITE IN SECURITY AREAS</b></p> <p>The <b>site</b> is situated in a security area and the tenderer must arrange with the responsible officer of Correctional Services to obtain permission to enter the <b>site</b> for tendering purposes</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
107	<p><b>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
		<b>Carried Forward</b>	R
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		Brought Forward	R
108	<p><b>C7 ENTRANCE PERMITS TO SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> 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</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
109	<p><b>C8 SECURITY CHECK OF PERSONNEL</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
110	<p><b>C9 PROHIBITION ON TAKING PHOTOGRAPHS</b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs except when authorized thereto by or on behalf of the Minister</p> <p>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</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
		<b>Carried Forward</b>	R
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C10 HIV/AIDS AWARENESS

N/A

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

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

111 C10.1 AWARENESS CHAMPION

N/A

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

112 C10.2 AWARENESS WORKSHOPS

N/A

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

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	<b>Brought Forward</b>	R	
114	<b>C10.4 ACCESS TO CONDOMS</b> <span style="float: right;"><b>N/A</b></span>  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  Fixed: _____ Value: _____ Time: _____	Item	
115	<b>C10.5 MONITORING</b> <span style="float: right;"><b>N/A</b></span>  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  Fixed: _____ Value: _____ Time: _____	Item	
	<b>Carried Forward</b>	R	
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116	<p style="text-align: right;"><b>Brought Forward</b></p> <p><b>C11 OCCUPATIONAL HEALTH AND SAFETY ACT</b></p> <p>The <b>contractor</b> shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act no 85 of 1993).</p> <p>The <b>contractor</b> shall comply with all the requirements set out for compliance with the COVID regulations.</p> <p>It is required of the <b>contractor</b> 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.</p> <p>The <b>contractor</b> 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 <b>principal agent</b>, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>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.</p> <p>Preparation of the Contractor's site specific Health and Safety Plan          Item 1</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations          Item 1</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations          Months 3</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1          Preliminaries  <b>Professional Services</b>  <b>NDPW &amp; I - Port Elizabeth Regional Office</b></p>	R	
		Item	
		R	

**Brought Forward**

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

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

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

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		<b>Brought Forward</b>	R
118	<p>C13 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)      <b>N/A</b></p> <p>The <b>contractor</b> shall comply with Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) as attached to these <b>bills of quantities</b></p> <p>The <b>contractor</b> shall identify a minimum of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them as per aforementioned specification and as elsewhere measured in these <b>bills of quantities</b></p> <p>The <b>contractor</b> shall liaise and co-ordinate with the <b>employer</b> 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</p> <p>The <b>contractor</b> shall avail the services of an adequately qualified foreman specifically for the EPWP- NYP youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers</p> <p>Separate items which will be subject to re-measurement, have been included elsewhere in these <b>bills of quantities</b> to cover the direct costs associated with the employment and training of youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
119	<p>C14 USE OF LOCAL SMME's</p> <p>It is the requirement of the <b>employer</b> that the <b>contractor</b> enhances the use of local Small, Micro and Medium Enterprises (SMME's) involved in the project. This is required to be done through the use of both traditional building techniques and <b>labour intensive construction techniques</b> careful and considered construction planning</p> <p>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</p> <p style="padding-left: 40px;">(a) SMME's involvement of at least 5% of the contract value to be</p>		
		<b>Carried Forward</b>	R
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**Brought Forward**

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sourced from within 50km of the project site

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

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

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

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

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

Geographical location must be determined using the following criteria:

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

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

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

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

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

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

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**C15 USE OF LOCAL BUILDING MATERIALS**

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

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

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

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

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

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**Brought Forward**

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**C16 : EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

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

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

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

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

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Item

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Item No		Quantity	Rate	Amount
	<b><u>BILL No. 2</u></b>			
	<b><u>ALTERATIONS</u></b>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
	<b><u>Breaking up and removing mass concrete:</u></b>			
1	Surface beds and slabs	m3	1	
2	Strip footings and foundations	m3	1	
	<b><u>Breaking down and removing brickwork, etc.:</u></b>			
3	Half brick walls.	m2	5	
4	One brick walls.	m2	10	
	<b><u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u></b>			
5	Rainwater pipes and holderbats	m	24	
6	Eaves gutters and brackets.	m	120	
	<b>Carried to Summary</b>			R
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Item No		Quantity	Rate	Amount
	<p><b><u>BILL No. 3EARTHWORKS</u></b></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Proprietary items or materials</u></b></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><b><u>Nature of material to be excavated</u></b></p> <p>The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"</p> <p><b><u>Carting away of excavated material</u></b></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site</p> <p><b><u>SITE CLEARANCE</u></b></p> <p><b><u>Site clearance</u></b></p> <p>1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth</p> <p style="text-align: right;"><b><u>REMOVAL OF TREES ETC</u></b></p>	m2	64	
	<b>Carried Forward</b>		R	
	<p>Bill No. 3            Earthworks  <b>Professional Services</b>  <b>NDPW &amp; I - Port Elizabeth Regional Office</b></p>			

Brought Forward			R
<b><u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u></b>			
2	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	2
<b><u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u></b>			
3	Tree exceeding 200mm and not exceeding 500mm girth	No	2
<b><u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u></b>			
<b><u>EXCAVATIONS ETC</u></b>			
<b><u>Digging up topsoil</u></b>			
4	Digging up topsoil to an average depth of 150mm and preserving for use of filling	m2	25
<b><u>Soft excavation not exceeding 2m deep</u></b>			
5	Trenches	m3	22
<b><u>Extra over trench and hole soft excavations for</u></b>			
6	Soft rock	m3	2
7	Hard rock	m3	2
<b><u>Extra over excavations in earth for breaking up and removing</u></b>			
8	Brickwork	m3	1
9	Unreinforced concrete	m3	1
10	Reinforced concrete	m3	2
<b>Carried Forward</b>			R
Bill No. 3 Earthworks <b>Professional Services</b> <b>NDPW &amp; I - Port Elizabeth Regional Office</b>			

Brought Forward			R
<b><u>Extra over all excavations for carting away</u></b>			
11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	10
<b><u>Risk of collapse of excavations</u></b>			
12	Sides of trench and hole excavations not exceeding 1,5m deep	m2	6
<b><u>Keeping excavations free from water</u></b>			
13	Keeping excavations free from mud and all water other than from subterranean sources		Item
<b><u>FILLING, ETC</u></b>			
<b><u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u></b>			
14	Backfilling to trenches, holes, etc	m3	11
<b><u>Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density</u></b>			
15	Under floors, etc	m3	3
<b><u>Earth filling G3 supplied by the contractor compacted to 98% Mod AASHTO density</u></b>			
16	Under floors, etc	m3	3
<b><u>Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u></b>			
17	50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), leveled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors.	m2	21
<b>Carried Forward</b>			R
Bill No. 3 Earthworks <b>Professional Services</b> <b>NDPW &amp; I - Port Elizabeth Regional Office</b>			

<b>Brought Forward</b>			<b>R</b>
<b><u>Compaction of surfaces</u></b>			
18	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	21
<b><u>PROTECTION AGAINST TERMITES</u></b>			
<b><u>Soil insecticide</u></b>			
19	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	21
<b>Carried to Summary</b>			<b>R</b>
Bill No. 3 Earthworks <b>Professional Services</b> <b>NDPW &amp; I - Port Elizabeth Regional Office</b>			

Item No		Quantity	Rate	Amount
	<b><u>BILL No. 4</u></b>			
	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>			
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>			
	<b><u>25 MPa/19mm concrete</u></b>			
1	Strip footings	m3	5	
	<b><u>REINFORCED CONCRETE</u></b>			
	<b><u>25 MPa/ 19mm Concrete poured around reinforcement:</u></b>			
2	Surface beds cast in panels on waterproofing	m3	3	
3	Surface beds cast in panels around water tanks on waterproofing	m3	3	
4	Pavings cast in panels	m3	1	
	<b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u></b>			
	<b><u>Smooth formwork to sides</u></b>			
5	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	20	
	<b>Carried Forward</b>			R
	Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<b><u>CONCRETE TESTING</u></b>			
6	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head : Works	Item	
<b><u>CONCRETE SUNDRIES</u></b>			
<b><u>Finishing top surfaces of concrete smooth with a wooden float to a broom finish</u></b>			
7	Surface beds, slabs, etc.	m2	41
<b><u>MOVEMENT JOINTS, ETC.</u></b>			
<b><u>Vertical joggle construction joints through concrete including one coat thick cement slurry and one coat Bitumen paint to one face</u></b>			
8	Surface beds not exceeding 300mm thick	m	5
<b><u>Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces</u></b>			
9	Expansion joint not exceeding 300mm high	m	54
<b><u>Saw cut joints:</u></b>			
10	Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess.	m	5
<b><u>REINFORCEMENT</u></b>			
<b><u>Fabric reinforcement</u></b>			
11	Type 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	64
Carried to Summary			R
Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Port Elizabeth Regional Office			

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

Brought Forward			R
<b><u>Face bricks</u></b>			
Bricks shall be ordered timeously to obtain uniformity in size and colour			
<b><u>Pointing</u></b>			
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
<b><u>Samples, etc</u></b>			
Rates for brickwork, faced brickwork, etc shall include for all required samples			
<b><u>BRICKWORK</u></b>			
<b><u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in foundations (Provisional)</u></b>			
1	One brick walls	m2	22
<b><u>Brickwork of NFP bricks in superstructure</u></b>			
2	One brick walls	m2	23
<b><u>BRICKWORK SUNDRIES</u></b>			
<b><u>Joint forming material in movement joints</u></b>			
3	12mm Bitumen impregnated fibre board built in vertically through brick walls in foundations (Provisional)	m2	1
<b><u>Brickwork reinforcement</u></b>			
4	150mm Wide reinforcement built in horizontally	m	360
<b><u>Galvanised hoop iron cramps, ties, etc</u></b>			
5	32 x 1,6mm Cramp 600mm long, three times bend with one end fixed to brickwork and one end buildt into brickwork	No	16
Carried Forward			R
Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office			



		Brought Forward		R
<b><u>FACE BRICKWORK</u></b>				
<b><u>" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.</u></b>				
6	Extra over brickwork for face brickwork.	m2	26	
<b><u>Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces</u></b>				
7	Coping on top of one brick wall pointed on top and both sides	m	29	
<b>Carried to Summary</b>				R
Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office				

Item No		Quantity	Rate	Amount
	<p><b><u>BILL No. 6</u></b></p> <p><b><u>WATERPROOFING</u></b></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Proprietary items or materials</u></b></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><b><u>Waterproofing</u></b></p> <p>Waterproofing of roofs, basements, etc shall be laid under a twelve year maintenance free guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p><b><u>DAMPPROOFING OF WALLS AND FLOORS</u></b></p> <p><b><u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u></b></p>			
1	Under surface beds	m2	41	
2	Between existing brick wall and new tank stand	m2	16	
	<p><b><u>JOINT SEALANTS, ETC</u></b></p>			
	<b>Carried Forward</b>			R
	<p>Bill No. 6            Waterproofing            Professional Services            NDPW &amp; I - Port Elizabeth Regional Office</p>			

Brought Forward				R
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>				
3	6 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary (Provisional)	m	5	
4	12 x 10mm In expansion joints in floors/walls including raking out expansion joint filler as necessary (Provisional)	m	30	
Carried to Summary				R
Bill No. 6 Waterproofing <b>Professional Services</b> <b>NDPW &amp; I - Port Elizabeth Regional Office</b>				

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

Brought Forward			R
<b><u>0.7mm Baked enamel on aluminium gutter system in contiuous lenghts:</u></b>			
1	100 x 125mm Ogee eaves gutters.	m	120
2	Extra over eaves gutter for stopped end.	No	8
3	Extra over eaves gutter for outlet for 76 x 64mm pipe.	No	8
4	76 x 64mm Rainwater pipes.	m	32
5	Extra over rainwater pipe for offset bend.	No	8
6	Extra over rainwater pipe for shoe.	No	4
<b><u>TAPS, VALVES, ETC.</u></b>			
<b><u>Polished brass</u></b>			
7	22mm Lockable tank cock with lugged brass lever as Cobra 541	No	2
8	50mm Automatic float level control valve including float switch or stainless steel ball valve installed complete as per manufacturers instructions in uPVC 5000L watertank.	No	2
<b><u>Stainless steel</u></b>			
9	28mm Sluice/gate valve with teflon seat	No	2
10	32mm Non-return valve	No	6
<b><u>INTERNAL WATER SUPPLY</u></b>			
11	15mm Pipes	m	12
12	22mm Pipes	m	24
<b>Carried Forward</b>			R
Bill No. 7 Plumbing and Drainage <b>Professional Services</b> <b>NDPW &amp; I - Port Elizabeth Regional Office</b>			

Brought Forward			R
<b><u>Extra over class 2 copper pipes for "Conex" compression fittings</u></b>			
13	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	12
14	22mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	12
<b><u>Sundries</u></b>			
15	Testing internal water reticulation		Item
<b><u>EXTERNAL WATER RETICULATION</u></b>			
<b><u>Class 12 uPVC pressure pipes</u></b>			
16	32mm Pipe layed in and including trenches	m	200
17	32mm Pipe cast in concrete (concrete elsewhere)	m	4
<b><u>Extra over uPVC pressure pipes for solvent welded pressure fittings</u></b>			
18	32mm Adaptor.	No	6
19	32mm Tee	No	4
20	32mm Elbow	No	4
<b><u>TANKS, ETC.</u></b>			
21	5000 Litre Polyethylene water tank with 40mm diameter inlet at top and 40mm overflow outlet and 40mm outlet at base of tank including access hatch on top with vermin-proof vent	No	4
<b><u>STORMWATER CHANNELS</u></b>			
Carried Forward			R
Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<b><u>Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, etc.</u></b>			
22	1000 x 150mm Thick V-dish channel 75mm deep	m	20
23	Extra for angles, intersections, ends, dressing into sides of catchpits, etc.	No	8
<b><u>Sundries</u></b>			
24	Excavate to open face to form cutt-off drain to falls, form banks and remainder deposit on site where directed	m3	2
25	Triangular shaped stormwater channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin	No	2
<b>Carried to Summary</b>			R
Bill No. 7 Plumbing and Drainage <b>Professional Services</b> <b>NDPW &amp; I - Port Elizabeth Regional Office</b>			

Item  
No

Quantity

Rate

Amount

**BILL No. 8**

**ELECTRICAL WORK (PROVISIONAL)**

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

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

**PREAMBLES**

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

**SUPPLEMENTARY PREAMBLES**

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

**Proprietary items or materials**

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

**ELECTRICAL INSTALLATION**

**Qualified Electrician**

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

**Carried Forward**

**R**

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



**Brought Forward**

R

**Schedule of information**

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

**Labelling & Colour Coding**

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

**Fixing of conduits**

The fixing of conduits shall be as follows

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

**Chasing**

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

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

**Carried Forward**

R

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

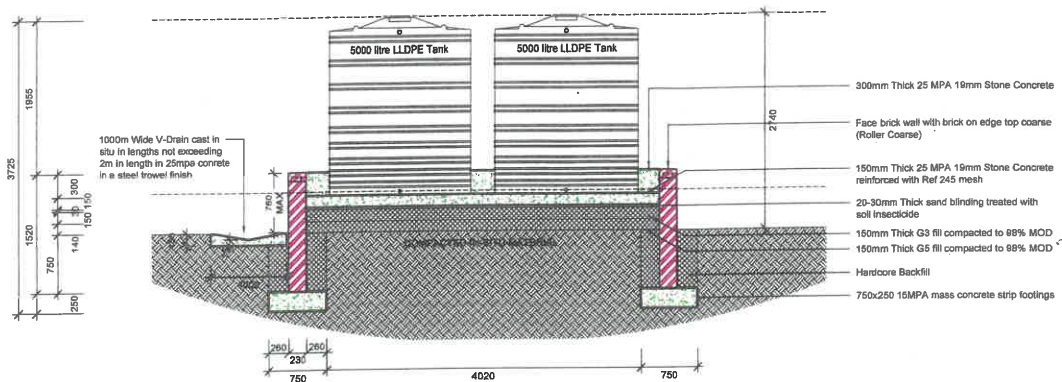
Brought Forward			R
<b><u>Laying of electric cables</u></b>			
Excavate 600mm below finished ground level			
Encase the installed cable in river sand or sifted sand			
Mark the cable route with approved concrete cable markers			
<b><u>DISTRIBUTION BOARDS</u></b>			
<b><u>Distribution boards complete with sheetmetal trays, frames, subframes, busbars, provision for future circuit breakers, labeling and legend cards</u></b>			
1	25A Single pole mccb's	No	2
2	63A Double pole earth leakage units	No	2
<b><u>ELECTRICAL SUPPLY</u></b>			
<b><u>PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep</u></b>			
3	16mm <sup>2</sup> x 2 - Core	m	100
<b><u>Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lengths required</u></b>			
4	16mm <sup>2</sup> x 2 - Core	No	4
<b><u>Cable sundries</u></b>			
5	150mm Wide cable danger warning tape placed 150mm above cables in trenches	m	50
<b><u>LIGHTING AND SMALL POWER</u></b>			
<b><u>Rigid PVC conduits</u></b>			
6	25mm Diameter	m	50
Carried Forward			R
Bill No. 8 Electrical Work (Provisional) <b>Professional Services</b> <b>NDPW &amp; I - Port Elizabeth Regional Office</b>			

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

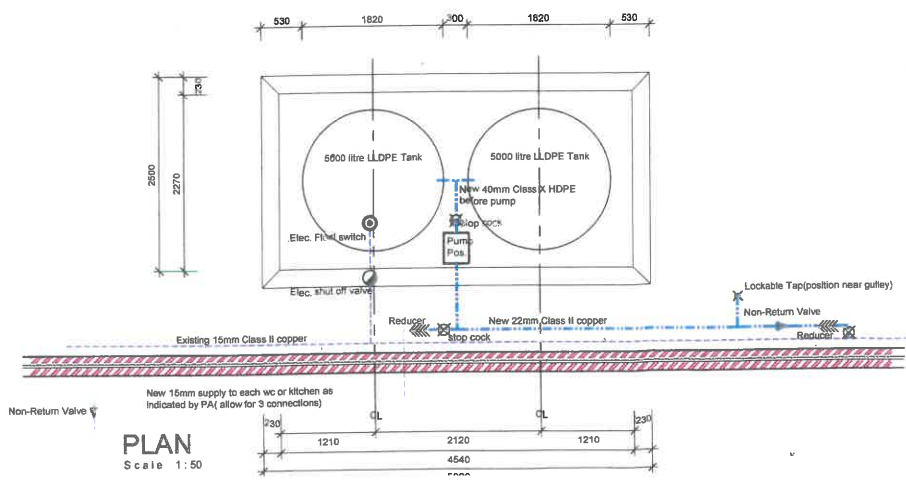
Item No		Quantity	Rate	Amount
	<p><b><u>BILL No. 9</u></b></p> <p><b><u>MECHANICAL INSTALLATION (PROVISIONAL)</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>The descriptions of items in this Bill is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications attached to these bills of quantities for the full descriptions and complete specifications</p> <p><b><u>Proprietary items or materials</u></b></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><b><u>Schedule of information</u></b></p> <p>Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.</p> <p><b><u>Labelling and Colour Coding</u></b></p> <p>The cost of labelling and colour coding must be included within the prices of the respective items.</p> <p><b><u>Pressure Pump with Controller</u></b></p>			
1	Supply and install a K40/100 double impeller electric pump supplied by DAB Water Technology including a Smart Press WG 3.0 on/off controller complete fixed to concrete plinth (plinth elsewhere)	No	2	
	<b>Carried Forward</b>			R
	<p>Bill No. 9            Mechanical Installation (Provisional)  <b>Professional Services</b>  <b>NDPW &amp; I - Port Elizabeth Regional Office</b></p>			

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

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



**SECTION A - A**  
Scale 1:50



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DIRECTOR-GENERAL  
Adv. S. Vabisa

discipline  
**ARCHITECTURAL**

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

drawing title  
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