



**DEPARTMENT OF EMPLOYMENT AND LABOUR:  
MDANTSANE LABOUR CENTRE: SUPPLY AND  
INSTALLATION OF SIX CARPORTS AT EXISTING PARKING  
AREA**

**TENDER NO. : GQEQ-2025/2026-030  
REFERENCE NO. : 14/1/3/1/1/6464/5050  
WCS NO. : 057001**

**CONSISTING OF THREE VOLUMES**

VOLUME 1 – TENDERING PROCEDURES

VOLUME 2 – RETURNABLE DOCUMENTS

**VOLUME 3 – THE CONTRACT (THIS DOCUMENT)**



**public works  
& infrastructure**

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE  
LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX  
CARPORTS AT EXISTING PARKING AREA**

**TENDER NO. : GQEQ-2025/2026-030  
REFERENCE NO. : 14/1/3/1/1/6464/5050  
WCS NO. : 057001**

**CONSISTING OF THREE VOLUMES**

<b>VOLUME 3: THE CONTRACT</b>
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## **PART C1: AGREEMENT AND CONTRACT DATA**

**C.1.2: CONTRACT DATA PART 1 – DATA PROVIDED BY THE  
EMPLOYER  
(DPW-04 EC)**

## DPW-04 (EC): CONTRACT DATA - PART 1 DATA PROVIDED BY THE EMPLOYER JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA
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<b>Tender / Quotation no:</b>	GQEQ-2025/2026-030	<b>WCS no:</b>	057001	<b>Reference no:</b>	14/1/3/1/1/6464/5050
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	<p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</b></p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>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.</p>
	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank.</b> 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>. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

### A PROJECT INFORMATION

#### A 1.0 Works [1.1]

<b>Works description</b>	Refer to document <b>PG01.2 (EC) – Scope of Works</b> for detailed description
	The project scope of work entails provision of six (6) structural steel car ports, positioned in the existing concrete parking area at the Mdantsane Department of Labour offices. The scope of work include the necessary excavations and concrete work for column bases. The scope of work also entails relocation and repairs to existing electrical supply kioski, provision of light fittings for the parking bays and issuing Electrical Occupancy Certificates.

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## A 2.0 Site [1.1]

Erf / stand number	972
Site address	981 Mdantsane Access-Weg.
Township / Suburb	Mdantsane Unit 1
City / Town	East London
Province	Eastern Cape
Local authority	Buffalo City Local Municipality
GPS Coordinates	32°56'53.71"S, 27°46'40.70"E

## A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Nolizwi.Hlengwa@dpw.gov.za	Telephone	047 502 7010
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth 6056		

### A 3.2 Employer's representative:

Name	Sivenkosi Mngenela	Telephone number	041 408 2151
E-mail	Sivenkosi.Mngenela@dpw.gov.za	Mobile number	082 570 2199
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth 6056		

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

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<b>A 4.0</b>	<b>Principal Agent [1.1; 6.2]</b>	<b>Discipline</b>	Architect
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Name	Mr. I. Salaam-Madatt		
Legal entity of above	DPWI	Contact person	Mr. I. Salaam-Madatt
Practice number		Telephone number	041 408 2193
Country	South Africa	Mobile number	082 814 8369
E-mail	Idrees.Salaam-Madatt@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 5.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Structural Engineer
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Name	Mr. D. Sibanda		
Legal entity of above	DPWI	Contact person	Mr. D. Sibanda
Practice number		Telephone number	041 408 2126
Country	South Africa	Mobile number	066 056 0141
E-mail	Dennis.Sibanda@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 6.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Electrical Engineer
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Name	Ms. Y. Didibani		
Legal entity of above	DPWI	Contact person	Ms. Y. Didibani
Practice number		Telephone number	041 408 2303
Country	South Africa	Mobile number	060 653 4380
E-mail			
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

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<b>A 7.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Quantity Surveyor
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Name	Mr. M. Meiring		
Legal entity of above	DPWI	Contact person	Mr. M. Meiring
Practice number		Telephone number	041 408 2123
Country	South Africa	Mobile number	076 991 0011
E-mail	Martin.Meiring@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 8.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Project Manager
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Name	Mr. S. Mngenela		
Legal entity of above	DPWI	Contact person	Mr. S. Mngenela
Practice number		Telephone number	041 408 2151
Country	South Africa	Mobile number	082 570 2199
E-mail	Sivenkosi.Mngenela@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 9.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		



**Tender / Quotation no:** GQEQ-2025/2026-030

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

<b>A 11.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 12.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 <sup>th</sup> edition
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### B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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### B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

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

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

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

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## B 6.0 Insurances [10.0]

<b>Insurances by contractor</b> NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). <b>Insured amounts to include VAT.</b>			
	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
Supplementary insurance [10.1.2; 10.2]		Contract sum plus 10%	Applicable
Public liability insurance [10.1.3; 10.2]		R 5 000 000	Applicable
Removal of lateral support insurance [10.1.4; 10.2]		R	Not Applicable
<b>Other insurances [10.1.5]</b>			
Hi Risk Insurance Refer B18.0 [10.1.5.1]		R	Applicable
Other insurances: If applicable, description 1:		R	Applicable
Other insurances; If applicable, description 2:		R	Not Applicable

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**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: government vehicles utilise the parking space where the parking bays are to be installed. Vehicles also use the space for access and delivery. Personnel also use the space for access into the facility.	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: Operational Hours are 07:30am to 4pm Mondays to Friday. Facility is closed on Saturday and Sunday.	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description: Site to be rehabilitated to its original state/condition upon completion of the works.	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description: Contractor must request permission to access/work inside the building or on any services that may interrupt operations, this includes electrical cables, fire and portable water supplies, storm water, sewer line etc.	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

**B 8.0 Appointment of Nominated Subcontractors [14.0]**

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Appointment of Selected Subcontractors [15.0]**

Applicable	If applicable, description of specialisation
Specialisation 1	Electrical Installation
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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**B 10.0 Appointment of Direct Contractors [16.0]**

Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	Structural Steel and Roof Covering
Extent of work	
Extent of work	
Extent of work	
Extent of work	

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

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

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

**B12.1 Contract Period**

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

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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	N/A
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	Six (6) Months
Period to achieve Works Completion Refer B18.0 [19.8]	One (1) Month
Defect liability period up to and including Final Completion	12
<b>Total Contract Period</b> [B18: 1.2]	Twenty (20) Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 25.00

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

<b>Construction period</b> [B18: 1.2] and <b>Practical Completion for the Works as a whole</b> [19.0] The time for achieving Practical Completion of the whole of the Works is <b>measured from the</b> date of possession of the <b>site</b> by the <b>contractor</b> inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> .	Applicable
The date for practical completion for the works as a whole shall be the period in <b>months</b> as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	Six (6) Calendar Months
Period for inspection in <b>working days</b> by the principal agent [19.3]	5 working days
<b>Penalty amount</b> per calendar day for <b>late Practical Completion</b> , excluding VAT. [24.1]	R 245.00
<b>Penalty amount</b> per calendar day for <b>late Works Completion</b> Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 75.00
<b>Penalty amount</b> per calendar day for <b>late Final Completion</b> [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 40.00

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

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



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The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [12.2.7; 24.1]	Not Applicable
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT	
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 3</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 5</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 6</b> of the Works is:	R
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT	

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

Criteria to achieve Practical Completion not covered in the definition of practical completion	
<b>13.1</b>	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
<b>13.2</b>	All relevant CoCs
<b>13.3</b>	All guarantees
<b>13.4</b>	Training on electrical, security and mechanical installations if contractually required
<b>13.5</b>	Maintenance / operating manuals
<b>13.6</b>	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
<b>13.7</b>	
<b>13.8</b>	
<b>13.9</b>	
<b>13.10</b>	

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**B 14.0 Defects liability period [21.0]**

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

Applicable	If applicable, description of applicable elements
14.1	Structural and Civil Works
14.2	All Electrical Installation and Reticulation
14.3	
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	
14.10	

**B 15.0 Payment [25.0]**

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	20
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

**B 16.0 Dispute resolution [30.0]**

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

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**B 17.0 JBCC® General Preliminaries - selections**

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".



Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Not Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Not Applicable
Inspection of adjoining properties - details [P3.3]		Applicable
Handover of site in stages - specific requirements [P4.1]		Not Applicable
Enclosure of the works - specific requirements [P4.2]		Not Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Applicable
Water [P8.1]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Electricity [P8.2]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4] Telephone, Cellphone, Emails and Internet Connectivity		Applicable
Protection of the works - specific requirements [P11.1] Works to be protected against all damages and vandalism		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable
Disturbance - specific requirements [P11.5] Contractor to ensure that there is minimum disturbance of operations during construction. Contractor to co-ordinate the works with Project Manager, Principal Agent and Department of Employment and Labour.		Applicable
Environmental disturbance - specific requirements [P11.6] Environmental legislation to be adhered to during construction and site to be rehabilitated and cleared of any waste upon completion of the project.		Applicable

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## **B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION**

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

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".

## 1.2 Definitions

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

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

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

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

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

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

**DEFAULT INTEREST:** No clause.

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

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

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

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

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

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### CONTRACT SPECIFIC DATA

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

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

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

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

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10.1.5.1.4	<p>Add the following as clause 10.1.5.1.4:</p> <p>The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
10.2	<p>Replace clause with the following:</p> <p>Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.</p>
10.6	No clause.
10.11	<p>Add the following as clause 10.11</p> <p>In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.</p>
11.1	<p>Add the following to clause 11.1.</p> <p>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).</p> <p>In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.</p> <p>The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.</p>
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	<p>Replace clause 11.4.1 with the following:</p> <p>Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p>
11.5	No clause.
11.6	No clause.

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

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

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

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

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

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

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

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

**Tender / Quotation no: GQEQ-2025/2026-030**

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

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

**Tender / Quotation no:** GQEQ-2025/2026-030

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

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

**Tender / Quotation no: GQEQ-2025/2026-030**

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>



**C1.3: FORM OF GAURANTEE  
FIXED CONSTRUCTION GUARANTEE  
DPW 10.1 (EC)**

## DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

### FOR ATTENTION

The Director General  
Private Bag X3913  
Gqeberha  
6056

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No:GQEQ-2025/2026-030, for the :MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF SIX CARPORTS. (hereinafter referred to as the "**contract**") in the amount of R **insert amount, (insert amount in words)**, (hereinafter referred to as the **contract sum**),  
  
I / We, \_\_\_\_\_  
  
in my/our capacity as \_\_\_\_\_ and hereby  
  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount, (insert amount in words)** being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: **GQEQ-2025/2026-030**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_

**AS WITNESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
**By and on behalf of**  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**(insert the name and physical address of the guarantor)**

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
**(duly authorised thereto by resolution attached marked Annexure A)**

**DATE:** \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: \_\_\_\_\_  
\_\_\_\_\_

**C1.3: FORM OF GAURANTEE  
VARIABLE CONSTRUCTION GAURANTEE  
DPW 10.3 (EC)**

## DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

### FOR ATTENTION

**The Director General**  
Private Bag X3913  
**Gqeberha**  
**6056**

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: **GQEQ-2025/2026-030**, for the **DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA** (hereinafter referred to as the "**contract**" in the amount of R **insert amount, (insert amount in words)** (hereinafter referred as the **contract sum**),  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount, (insert amount in words)** being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
  - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
  - (d) This guarantee shall expire on the date of the last **final payment certificate**.
  - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: **GQEQ-2025/2026-030**

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

Tender no: **GQEQ-2025/2026-030**

**By and on behalf of**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
(duly authorised thereto by resolution attached marked  
Annexure A)

**DATE:** \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This guarantee must be returned to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**C2.1: PRICING ASSUMPTIONS**  
**PG-01.2 (EC)**



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

Project title:	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA				
Tender Quotation no:	/	GQEQ-2025/2026-030	WCS no:	057001	Reference no: 14/1/3/1/1/6464/5050

### 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.

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

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.

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

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**

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

### **C2.1.8 PAYMENTS**

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

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

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

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

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

**Submission of Local Material Utilisation Reports is “not applicable” to this project.**

Bidders to note that materials procured for the works should be from South African 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 be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.11 CONTRACT PARTICIPATION GOALS**

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

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's



Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

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

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

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

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

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

#### **C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL**

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

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

#### **C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL**

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

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

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

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

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

**C2.1.11.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for:

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

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

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

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

**Payment**

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

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

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

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

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

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

**The National Youth Service Training and Development Programme is *applicable* to this project.**

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

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

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's



Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.11.7 LABOUR-INTENSIVE WORKS**

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

Where labour intensive work is specified in the Bill of 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. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

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

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

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

## **C2.2: BILLS OF QUANTITIES**

Item No		Quantity	Amount
	<p><b><u>BILL No. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b>MEANING OF TERMS "TENDER / TENDERER"</b></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The <b>JBCC</b> Principal Building Agreement <b>contract data for organs of state and other public sector bodies</b> forms an integral part of this <b>agreement</b></p> <p>The <b>JBCC</b> General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these <b>bills of quantities</b> / lump sum document, amended as hereinafter described</p> <p>The <b>contractor</b> is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this <b>agreement</b> such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p>		
	<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>TENDERER'S SELECTIONS</u></b></p> <p>Before submission of his tender the <b>contractor</b> is to complete the tenderer's selections in the <b>contract data for organs of state and other public sector bodies</b></p> <p><b><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></b></p> <p>Section A : A recital of the headings of the individual clauses in the aforementioned <b>JBCC</b> Principal Building Agreement</p> <p>Section B : A recital of the headings of the individual clauses in the aforementioned <b>JBCC</b> General Preliminaries</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should the <b>contractor</b> select Option A in the <b>contract data for organs of state and other public sector bodies</b> for the adjustment of <b>preliminaries</b>, the amounts entered against the relevant items in these <b>preliminaries</b> are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p><b><u>PRICING OF BILLS OF QUANTITIES</u></b></p> <p>The <b>contractor</b> is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this <b>agreement</b>.</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these <b>bills of quantities</b> and no claim for any extras arising out of the <b>contractor's</b> omission to price any item will be entertained</p> <p>Prices for all <b>construction equipment</b>, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>	<p style="text-align: center;">R</p> <p style="text-align: center;">R</p>
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<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>VALUE ADDED TAX</u></b></p> <p>Provision is made in the summary page of these <b>bills of quantities</b> / lump sum document for the inclusion of Value Added Tax (VAT)</p> <p><b><u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><b><u>INTERPRETATION</u></b></p> <p><b><u>A1.0 DEFINITIONS AND INTERPRETATION</u></b></p> <p>Clause 1.0</p> <p>The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be</p> <p><b>ADVERSE WEATHER CONDITIONS:</b> Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site</p> <p><b>AGREEMENT:</b> The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties</p> <p><b>CONSTRUCTION PERIOD:</b> The period commencing on the date of possession of the <b>site</b> by the contractor and ending on the date of <b>practical completion</b></p> <p><b>CONTRACT PERIOD:</b> The period commencing on the date of the letter of acceptance and ending on the date of final completion</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	<p style="text-align: center;">R</p> <p style="text-align: center;">R</p>
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<p style="text-align: right;"><b>Brought Forward</b></p> <p><b>COST FLUCTUATION</b> shall mean contract price adjustment provision ( CPAP ) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule</p> <p><b>DEFAULT INTEREST:</b> No Clause</p> <p><b>GUARANTEE FOR CONSTRUCTION:</b> A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]</p> <p><b>INTEREST:</b> The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State</p> <p><b>LETTER OF ACCEPTANCE:</b> The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer</p> <p><b>PAYMENT CERTIFICATE:</b> A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3</p> <p><b>PRINCIPAL AGENT:</b> The person or entity appointed by the <b>employer</b> and named in the <b>contract data for organs of state and other public sector bodies</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the agreement shall be fulfilled by the employer's representative as named in the <b>contract data for organs of state and other public sector bodies</b></p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	

	Brought Forward	R	
1/1	<b>TARGETED SUBCONTRACTORS:</b> Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.  F:.....V:.....T:.....	Item	
1/2	<b>A2.0 LAW, REGULATIONS AND NOTICES</b>  <b>Clause 2.0</b>  F:..... V:..... T:.....	Item	
1/3	<b>A3.0 OFFER AND ACCEPTANCE</b>  Replace Clause 3.3 with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]  F:..... V:..... T:.....	Item	
1/4	<b>A4.0 CESSION AND ASSIGNMENT</b>  <b>Clause 4.0</b>  Ref Clause 6.7 [CD] - Clause 4.2  Replace Clause 4.3 with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained  F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office		



		<b>Brought Forward</b>	R	
1/5	<p><b>A5.0 DOCUMENTS</b></p> <p>Clause 5.0</p> <p>Replace last sentence of Clause 5.2 with the following: The original signed agreement shall be held by the Employer</p> <p>Replace Clause 5.4 with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference</p> <p>Replace Clause 5.5 with the following: The parties may publish or disclose on any platform only the contract scope and contract amount</p> <p>F:..... V:..... T:.....</p>		Item	
1/6	<p><b>A6.0 EMPLOYER'S AGENTS</b></p> <p>Clause 6.0</p> <p><b>Replace Clause 6.5 with the following:</b> Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent</p> <p><b>Add the following as Clause 6.7:</b> In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12</p> <p>F:..... V:..... T:.....</p>		Item	
		<b>Carried Forward</b>	R	
	<p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>			

		<b>Brought Forward</b>	R	
1/7	<b>A7.0 DESIGN RESPONSIBILITY</b>  Clause 7.0  <b>Replace first sentence of Clause 7.2 with the following:</b> Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof  F:..... V:..... T:.....		Item	
	<b><u>INSURANCES AND SECURITIES</u></b>			
1/8	<b>A8.0 WORKS RISK</b>  Clause 8.0  <b>Replace Clause 8.4 with the following:</b> The <b>contractor</b> shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the employer 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  F:..... V:..... T:.....		Item	
1/9	<b>A9.0 INDEMNITIES</b>  Clause 9.0  <b>Add the following to the end of the first sentence of Clause 9.2.7:</b> "... due to no fault of the contractor  9.2.9 No Clause  9.2.10 No Clause  <b>Add the following as clause 9.3:</b> The employer's rights to claim damages for the contractor's omissions and actions will not be affected.  F:..... V:..... T:.....		Item	
1/10	<b>A10.0 INSURANCES</b>			
		<b>Carried Forward</b>	R	
	Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b>			

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 10.0</p> <p><b>Replace Clause 10.1 with the following:</b> The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]</p> <p><b>Add the following as Clause 10.1.5.1:</b> <b>Hi Risk Insurance</b> In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply</p> <p><b>Add the following as Clause 10.1.5.1.1 Damage to the works</b> The contractor shall, from the date of possession of the <b>site</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs</p> <p><b>10.1.5.1.2 Injury to persons or loss of or damage to property</b> The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>10.1.5.1.3 Replace Clause with the following:</b></p>	<p style="text-align: center;">R</p>	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	<p style="text-align: center;">R</p>	

	<b>Brought Forward</b>	R	
	<p>It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, <b>within twenty-one (21) calendar days of the date of letter of acceptance</b>, but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy.</p> <p><b>10.1.5.1.4 Replace Clause with the following:</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p><b>10.2 Replace Clause with the following:</b> Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary</p> <p>10.6 No Clause</p> <p><b>Add the following as Clause 10.11</b> In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay</p> <p>F:.....V:.....T:.....</p>		
1/11	<p><b>A11.0 SECURITIES</b></p> <p><b>Add the following as to the relevant related Clauses as follows:</b></p> <p><b>Add the following to Clause 11.1:</b></p> <p>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).</p> <p>In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within</p>	Item	
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.</p> <p>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5</p> <p>11.1.1 No Clause</p> <p>11.1.2 No Clause</p> <p>11.2.2 No Clause</p> <p>11.3 No Clause</p> <p><b>Replace Clause 11.4.1 with the following:</b> Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p> <p>11.5 No Clause</p> <p>11.6 No Clause</p> <p>11.7 No Clause</p> <p>11.8 No Clause</p> <p>11.9 No Clause</p> <p>11.10 No Clause</p> <p><b>Add the following as Clause 11.11:</b> Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.11.1:</b> The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p><b>Add the following as Clause 11.11.2:</b></p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.</p> <p><b>Add the following as Clause 11.11.3:</b> Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p><b>Add the following as Clause 11.11.4:</b> Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.</p> <p><b>Add the following as Clause 11.11.5:</b> On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.</p> <p><b>Add the following as Clause 11.11.6:</b> The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.</p> <p><b>Add the following as Clause 11.12:</b> Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.12.1:</b> The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p><b>Add the following as Clause 11.12.2:</b> The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.</p> <p><b>Add the following as Clause 11.12.3:</b> The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.</p> <p><b>Add the following as Clause 11.12.4:</b> Where the employer has a right of recovery against the contractor in terms of</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	



<p style="text-align: right;"><b>Brought Forward</b></p> <p>27.0, the employer shall issue a written demand in terms of the variable construction guarantee.</p> <p><b>Add the following as Clause 11.13:</b> Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.13.1:</b> The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).</p> <p><b>Add the following as Clause 11.13.2:</b> The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.</p> <p><b>Add the following as Clause 11.13.3:</b> The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.</p> <p><b>Add the following as Clause 11.13.4:</b> The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.13.5:</b> Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.</p> <p><b>Add the following as Clause 11.14.1:</b> Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.14.2:</b> The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p><b>Add the following as Clause 11.14.3:</b> Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.</p> <p><b>Add the following as Clause 11.14.4:</b></p>	R	
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	<p>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.14.5:</b> Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.</p> <p><b>Add the following as Clause 11.15:</b> Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.</p> <p><b>Add the following as Clause 11.15.1:</b> The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.</p> <p><b>Add the following as Clause 11.15.2:</b> The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.</p> <p><b>Add the following as Clause 11.16:</b> Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.</p> <p><b>Add the following as Clause 11.17:</b> Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).</p> <p>F:..... V:..... T:.....</p> <p><b><u>EXECUTION</u></b></p>			
1/12	<p><b>A12.0 OBLIGATIONS OF THE PARTIES</b></p> <p>Clause 12.0</p> <p>12.1.1 No Clause</p> <p><b>Replace Clause 12.1.5 with the following:</b> Give possession of the site to the contractor within ten (10) working days after</p>		Item	
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22</p> <p>12.1.6 No Clause</p> <p>12.1.8 No Clause</p> <p><b>Replace Clause 12.2.2 with the following:</b> The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum</p> <p><b>Replace Clause 12.2.5 with the following:</b> Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]</p> <p><b>Replace Clause 12.2.13 with the following:</b> Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor</p> <p><b>Add the following as Clause 12.2.22:</b> Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p><b>Add the following as Clause 12.2.23:</b> The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]</p> <p><b>Offices</b></p> <p>The <b>contractor</b> shall provide, maintain and remove on completion of the <b>works</b> an office for the exclusive use of the <b>principal agent</b>, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]</p> <p>F:..... V:..... T:.....</p> <p>Main notice board</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>	R	

		<b>Brought Forward</b>	R	
	<p>The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18]</p> <p>F:..... V:..... T:.....</p>		Item	
1/13	<p><b>A13.0 SETTING OUT</b></p> <p>Clause 13.0</p> <p>F:..... V:..... T:.....</p>		Item	
1/14	<p><b>A14.0 NOMINATED SUBCONTRACTORS</b></p> <p>Clause 14.0</p> <p>Ref Clause 6.7 [CD] - Clause 14.1.4</p> <p>14.1.5 No Clause</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1</p> <p>Ref Clause 6.7 [CD] - Clause 14.6</p> <p>F:..... V:..... T:.....</p>		Item	
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1/15	<b>A15.0 SELECTED SUBCONTRACTORS</b>  Clause 15.0  Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5  15.1.5 No Clause  <b>Replace Clause 15.1.2 with the following:</b> The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer  Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1  F:..... V:..... T:.....	Item	
1/16	<b>A16.0 DIRECT CONTRACTORS</b>  Clause 16.0  F:..... V:..... T:.....	Item	
1/17	<b>A17.0 CONTRACT INSTRUCTIONS</b>  Clause 17.0  <b>Replace Clause 17.4 with the following:</b> The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21  <b>Add the following clause as Clause 17.6:</b> Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.  F:..... V:..... T:.....	Item	
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	<b><u>COMPLETION</u></b>		
1/18	<b>A18.0 INTERIM COMPLETION</b>		
	Clause 18.0		
	F:..... V:..... T:.....	<b>Item</b>	
1/19	<b>A19.0 PRACTICAL COMPLETION</b>		
	Clause 19.0		
	<b>Replace Clause 19.5 with the following:</b> On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section		
	<b>Add the following as Clause 19.8:</b> <b>WORKS COMPLETION</b> (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.  (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:  (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer  (2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)  (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:  (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the		
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date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

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

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

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

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Item

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## **A20.0 COMPLETION IN SECTIONS**

### **Clause 20.0**

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

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1/21	<div>Brought Forward</div> <div>A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</div> <div>Clause 21.0</div> <div>Replace Clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)</div> <div>Replace Clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent</div> <div>And/or</div> <div>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</div> <div>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</div> <div>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired</div> <div>21.6.1 Omit Clause</div> <div>21.6.2 Omit Clause</div> <div>Add the following as Clause 21.13: The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14</div> <div>Add the following as Clause 21.14: Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]</div> <div>F:..... V:..... T:.....</div> <div>Carried Forward</div> <div>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</div>	R	
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1/22	<p><b>A22.0 LATENT DEFECTS LIABILITY PERIOD</b></p> <p>Clause 22.0</p> <p>22.3.2 No Clause</p> <p>F:..... V:..... T:.....</p>		Item	
1/23	<p><b>A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION</b></p> <p>Clause 23.0</p> <p>Ref Clause 6.7 [CD] - Clause 23.1 Ref Clause 6.7 [CD] - Clause 23.2</p> <p><b>Replace Clause 23.3 with the following:</b> Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]</p> <p>Ref Clause 6.7 [CD] - Clause 23.7 Ref Clause 6.7 [CD] - Clause 23.8</p> <p>F:..... V:..... T:.....</p>		Item	
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1/24	<p><b>A24.0 PENALTY FOR LATE OR NON-COMPLETION</b></p> <p>Clause 24.0</p> <p><b>Replace Clause 24.1 with the following:</b> Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]</p> <p><b>Replace Clause 24.2 with the following:</b> Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:</p> <p><b>Replace Clause 24.2.1 with the following:</b> The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]</p> <p>F:..... V:..... T:.....</p> <p><b><u>PAYMENT</u></b></p>			
			Item	
1/25	<p><b>A25.0 PAYMENT</b></p> <p>Clause 25.0</p> <p><b>Replace Clause 25.2 with the following:</b> The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount</p> <p><b>Add the following to Clause 25.3:</b></p> <p>25.3.12 Monthly Local content report,</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)</p>			
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>25.3.14 Tax Invoice</p> <p>25.3.15 Labour intensive report</p> <p>25.3.16 Contract participation goal reports</p> <p>25.5 No Clause</p> <p><b>Replace Clause 25.6 with the following:</b> Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p> <p>25.7.5 No clause.</p> <p><b>Replace Clause 25.10 with the following:</b> The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate</p> <p><b>Replace Clauses 25.12 to 25.12.3 with the following:</b> The value certified shall be subject to the following percentage adjustments :</p> <p><b>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</b></p> <p>25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26</p>	<p style="text-align: center;">R</p>	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	<p style="text-align: center;">R</p>	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p><b>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</b></p> <p>25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26</p> <p>25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	<p style="text-align: center;">R</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">R</p>	
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<div>1/26</div>	<div> <div>Brought Forward</div> <div>A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</div> <div>Clause 26.0</div> <div>Ref Clause 6.7 [CD] – Clause 26.1</div> <div>Omit Clause 26.4.3</div> <div>Ref Clause 6.7 [CD] – Clause 26.7</div> <div> <b>Replace Clause 26.10 with the following:</b>                      The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion                 </div> <div>Ref Clause 6.7 [CD] – Clause 26.12</div> <div>F:..... V:..... T:.....</div> <div>Carried Forward</div> <div>                         Bill No. 1                          Preliminaries                          NDPW Port Elizabeth Regional Office                     </div> </div>	<div>R</div> <div>Item</div> <div>R</div>	
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	<b>Brought Forward</b>	R	
1/27	<p><b>A27.0 RECOVERY OF EXPENSE AND/OR LOSS</b></p> <p>Clause 27.0</p> <p><b>Replace Clause 27.1.2 with the following:</b> Interest due to late payment only</p> <p><b>Replace Clause 27.1.4 with the following:</b> Interest due to late payment only</p> <p>27.1.5 No Clause</p> <p><b>Replace Clause 27.5 with the following:</b> Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security</p> <p><b>Add the following as Clause 27.6:</b> Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security</p> <p>F:..... V:..... T:.....</p>		
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	<b>Brought Forward</b>	<b>R</b>	
	<b><u>SUSPENSION AND TERMINATION</u></b>		
1/28	<b>A28.0 SUSPENSION BY THE CONTRACTOR</b>  Clause 28.0  28 No Clause 28.1 No Clause 28.1.1 No Clause 28.1.2 No Clause 28.1.3 No Clause 28.1.4 No Clause 28.1.5 No Clause 28.2 No Clause 28.3 No Clause 28.4 No Clause  F:..... V:..... T:.....	Item	
1/29	<b>A29.0 TERMINATION</b>  Clause 29.0  <b>Add the following as Clause 29.1.4:</b> The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa  <b>Add the following as Clause 29.1.5:</b> The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract  <b>Add the following as Clause 29.1.6:</b> Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.  <b>Replace Clause 29.7 with the following:</b> The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]  <b>Replace Clause 29.9 with the following:</b> The employer has the right of recovery against the contractor, where applicable, [CD] from:		
	<b>Carried Forward</b>	<b>R</b>	
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	<b>Brought Forward</b>	R	
The guarantee for construction (variable) until the final payment has been made;			
or			
The guarantee for construction (fixed) until the date of practical completion;			
or			
The payment reduction until the final payment is made;			
or			
The cash deposit made as security until the final payment is made			
29.14.1 No Clause			
29.14.3 No Clause			
29.14.4 No Clause			
29.14.5 No Clause			
29.14.6 No Clause			
29.14.7 No Clause			
29.15 No Clause			
29.16 No Clause			
29.17.3 No Clause			
29.17.6 No Clause			
29.21.5 No Clause			
29.22 No Clause			
29.23 No Clause			
29.25.3 No Clause			
29.25.4 No Clause			
29.27 No Clause			
	<b>Carried Forward</b>	R	
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F:..... V:..... T:.....		Item	
<b><u>DISPUTE RESOLUTION</u></b>			
A30.0 DISPUTE RESOLUTION			
Clause 30.0			
<b>Replace Clause 30.2 with the following:</b> Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation			
<b>30.3 to 30.7.7 No Clauses</b>			
<b>Replace Clause 30.8 with the following:</b> The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:			
<b>30.8.1 No Clause</b>			
<b>Replace Clause 30.8.2 with the following:</b> The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties			
<b>Replace Clause 30.8.3 with the following:</b> Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses			
<b>Replace Clause 30.9 with the following:</b> Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse			
30.10 No Clause			
30.12 No Clause			
F:..... V:..... T:.....		Item	
<b><u>SECTION B: GENERAL PRELIMINARIES</u></b>			
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		Brought Forward	R	
	<b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b>			
1/31	<b>B1.1 Definitions</b>			
	F:..... V:..... T:.....		Item	
1/32	<b>B1.2 Interpretation</b>			
	F:..... V:..... T:.....		Item	
	<b><u>B2.0 DOCUMENTS</u></b>			
1/33	<b>B2.1 Checking of documents</b>			
	F:..... V:..... T:.....		Item	
1/34	<b>B2.2 Provisional bills of quantities</b> <b>YES</b>			
	F:..... V:..... T:.....		Item	
1/35	<b>B2.3 Availability of construction information</b>			
	F:..... V:..... T:.....		Item	
1/36	<b>B2.4 Ordering of materials and goods</b>			
	F:..... V:..... T:.....		Item	
	<b><u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u></b>			
1/37	<b>B3.1 Previous work - dimensional accuracy</b>			
	F:..... V:..... T:.....		Item	
1/38	<b>B3.2 Previous work - defects</b>			
	F:..... V:..... T:.....		Item	
1/39	<b>B3.3 Inspection of adjoining properties</b>			
	F:..... V:..... T:.....		Item	
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	<b><u>B4.0 THE SITE</u></b>			
1/40	<b>B4.1</b> Handover of site in stages F:..... V:..... T:.....		Item	
1/41	<b>B4.2</b> Enclosure of the works F:..... V:..... T:.....		Item	
1/42	<b>B4.3</b> Geotechnical and other investigations F:..... V:..... T:.....		Item	
1/43	<b>B4.4</b> Encroachments F:..... V:..... T:.....		Item	
1/44	<b>B4.5</b> Existing premises occupied F:..... V:..... T:.....		Item	
1/45	<b>B4.6</b> Services - known F:..... V:..... T:.....		Item	
	<b><u>B5.0 MANAGEMENT OF CONTRACT</u></b>			
1/46	<b>B5.1</b> Management of the works F:..... V:..... T:.....		Item	
1/47	<b>B5.2</b> Progress meetings F:..... V:..... T:.....		Item	
1/48	<b>B5.3</b> Technical meetings F:..... V:..... T:.....		Item	
		Carried Forward	R	
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	Brought Forward	R	
	<b><u>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u></b>		
1/49	<b>B6.1</b> Samples of materials F:..... V:..... T:.....	Item	
1/50	<b>B6.2</b> Workmanship samples F:..... V:..... T:.....	Item	
1/51	<b>B6.3</b> Shop drawings F:..... V:..... T:.....	Item	
1/52	<b>B6.4</b> Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
	<b><u>B7.0 DEPOSITS AND FEES</u></b>		
1/53	<b>B7.1</b> Deposits and fees F:..... V:..... T:.....	Item	
	<b><u>B8.0 TEMPORARY SERVICES</u></b>		
1/54	<b>B8.1</b> Water F:..... V:..... T:.....	Item	
1/55	<b>B8.2</b> Electricity F:..... V:..... T:.....	Item	
1/56	<b>B8.3</b> Ablution and welfare facilities F:..... V:..... T:.....	Item	
1/57	<b>B8.4</b> Communication facilities F:..... V:..... T:.....	Item	
	Carried Forward	R	
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	<b>Brought Forward</b>	<b>R</b>	
	<b><u>B9.0 PRIME COST AMOUNTS</u></b>		
1/58	<b>B9.1 Responsibility for prime cost amounts</b> F:..... V:..... T:.....	Item	
	<b><u>B10.0 ATTENDANCE ON SUBCONTRACTORS</u></b>		
1/59	<b>B10.1 General attendance</b>  The <b>contractor</b> shall at his own expense provide the following general attendance on the <b>subcontractors</b> :  Access to the <b>site</b> and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the <b>contractor</b>  The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation  The provision of an area for the <b>subcontractor</b> to establish temporary office accommodation and workshops and for the storage of plant and materials  The use of erected scaffolding belonging to the <b>contractor</b> , in common with others having the like right, while it remains erected on the <b>site</b>  The use, at reasonable times by arrangement of the <b>contractor's</b> erected hoisting equipment  F:..... V:..... T:.....	Item	
1/60	<b>B10.2 Special attendance</b> F:..... V:..... T:.....	Item	
	<b><u>B11.0 GENERAL</u></b>		
1/61	<b>B11.1 Protection of the works</b> F:..... V:..... T:.....	Item	
	<b>Carried Forward</b>	<b>R</b>	
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1/62	<b>B11.2</b> Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	
1/63	<b>B11.3</b> Security of the works F:..... V:..... T:.....	Item	
1/64	<b>B11.4</b> Notice before covering work F:..... V:..... T:.....	Item	
1/65	<b>B11.5</b> Disturbance  The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent F:..... V:..... T:.....	Item	
1/66	<b>B11.6</b> Environmental disturbance F:..... V:..... T:.....	Item	
1/67	<b>B11.7</b> Works cleaning and clearing F:..... V:..... T:.....	Item	
1/68	<b>B11.8</b> Vermin F:..... V:..... T:.....	Item	
1/69	<b>B11.9</b> Overhand work F:..... V:..... T:.....	Item	
1/70	<b>B11.10</b> Tenant installations F:..... V:..... T:.....	Item	
1/71	<b>B11.10</b> Advertising F:..... V:..... T:.....	Item	
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	<b>Brought Forward</b>	R	
	<p><b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b></p> <p><b>Section C</b> contains specific preliminary items which apply to this contract except where <b>N/A (Not Applicable)</b> appears against an item</p> <p><b><u>C1.0 CONTRACT DRAWINGS</u></b></p> <p>1/72 * Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a <b>bills of quantities</b> or lump sum document</p> <p>* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>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 <b>principal agent</b></p> <p>F:..... V:..... T:.....</p> <p><b><u>C2.0 PREAMBLES</u></b></p> <p>1/73 The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines"), and shall be read in conjunction with the <b>bills of quantities</b> / lump sum document and be referred to for the full descriptions of work to be done and materials to be used</p> <p>The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the <b>bills of quantities</b> / lump sum document</p> <p>F:..... V:..... T:.....</p>	Item	
		Item	
	<b>Carried Forward</b>	R	
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**C3.0 TRADE NAMES**

1/74

Wherever a trade name for any product has been described in the **bills of quantities** / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

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

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

Item

**C4.0 IMPORTED MATERIALS AND EQUIPMENT**

1/75

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

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

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

Item

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

1/76

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

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

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	<b><u>C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS</u></b>			
1/77	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 account</b>			
	F:..... V:..... T:.....		Item	
	<b><u>C7.0 ENTRANCE PERMITS TO SECURITY AREAS</u></b>			
1/78	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			
	F:..... V:..... T:.....		Item	
	<b><u>C8.0 SECURITY CHECK OF PERSONNEL</u></b>			
1/79	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			
	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>			
	F:..... V:..... T:.....		Item	
	<b><u>C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS</u></b>			
1/80	In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister			
	The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959			
	F:..... V:..... T:.....		Item	
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**C10.0 HIV/AIDS AWARENESS**

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

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

**C10.1 AWARENESS CHAMPION**

1/81 Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

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

Item

**C10.2 AWARENESS WORKSHOPS**

1/82 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

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	<b><u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u></b>		
1/83	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification		
	F:..... V:..... T:.....	Item	
	<b><u>C10.4 ACCESS TO CONDOMS</u></b>		
1/84	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification		
	F:..... V:..... T:.....	Item	
	<b><u>C10.5 MONITORING</u></b>		
1/85	Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification		
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	Item	Item	
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**C11.0 OCCUPATIONAL HEALTH & SAFETY ACT**

1/86

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

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

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

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

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

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	<p style="text-align: right;">Brought Forward</p> <p><b><u>C12.0 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)</u></b></p> <p>1/87 The <b>contractor</b> shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these <b>bills of quantities</b> / lump sum document</p> <p>The <b>contractor</b> shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these <b>bills of quantities</b> / lump sum document</p> <p>The contractor 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-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers</p> <p>Separate items which will be subject to remeasurement have been included elsewhere in these <b>bills of quantities</b> / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	<p style="text-align: center;">R</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">R</p>	
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**C13.0 IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE  
PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME  
(EPWP)**

1/88

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

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

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

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Item

**SUMMARY OF CATEGORIES**

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Summary

R

Bill No. 1  
Preliminaries  
NDPW Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<b><u>BILL No. 2</u></b>			
	<b><u>EXTERNAL WORKS (PROVISIONAL)</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>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Nature of material to be excavated</u></b>			
	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"			
	<b><u>Carting away of excavated material</u></b>			
	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			
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
	<b><u>Breaking up and removing mass concrete:</u></b>			
2/1	Surface beds and slabs	m3	1	
2/2	Strip footings and foundations	m3	1	
	<b><u>Taking out and removing existing interlocking paving blocks and store for re-use ( Re-laying of paving elsewhere)</u></b>			
2/3	Interlocking paving blocks from existing parking area.	m2	36	
	<b>Carried Forward</b>		R	
	Bill No. 2 External Works NDPW Port Elizabeth Regional Office			



Brought Forward			R
<b><u>ROAD WORKS (ROADS, PARKING AREA)</u></b>			
<b><u>SITE CLEARANCE</u></b>			
<b><u>Site clearance</u></b>			
2/4	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	50
<b><u>REMOVAL OF TREES ETC</u></b>			
<b><u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u></b>			
2/5	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	1
<b><u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u></b>			
2/6	Tree exceeding 200mm and not exceeding 500mm girth	No	1
2/7	Tree exceeding 500mm and not exceeding 1000mm girth	No	1
<b><u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u></b>			
<b><u>EXCAVATIONS ETC</u></b>			
<b><u>Digging up topsoil</u></b>			
2/8	Digging up topsoil to an average depth of 150mm and preserving for use as filling	m2	50
<b><u>Soft excavation not exceeding 2m deep</u></b>			
2/9	Holes	m3	19
Carried Forward			R
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Brought Forward				R
	<b><u>Extra over trench and hole soft excavations for</u></b>			
2/10	Soft Rock	m3	1	
	<b><u>Extra over all excavations for carting away</u></b>			
2/11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	19	
	<b><u>Risk of collapse of excavations</u></b>			
2/12	Sides of trench and hole excavations not exceeding 1,5m deep	m2	70	
	<b><u>Keeping excavations free of water</u></b>			
2/13	Keeping excavations free of water other than subterranean water		Item	
	<b><u>FILLING ETC</u></b>			
	<b><u>Earth filling supplied by the Contractor compacted to 102% Mod AASHTO density</u></b>			
2/14	Crushed gravel C2 sub base (CBR > 45%) in 150mm layers finished to falls and cross falls, stablized with 3% cement.	m3	6	
	<b><u>Earth filling supplied by the Contractor compacted to 98% Mod AASHTO density</u></b>			
2/15	Crushed gravel G5 sub base (CBR > 15%) in 150mm layer finished to falls and cross falls.	m3	6	
	<b><u>Compaction of surfaces</u></b>			
2/16	Compaction of ground surface under road base layers, etc. including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and compacting to 100% Mod AASHTO density	m2	19	
Carried Forward				R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office				

Brought Forward			R
	<b><u>Prescribed density tests on filling</u></b>		
2/17	Maximum dry density and optimum moisture content test.	No	6
	<b><u>PAVING</u></b>		
	<b><u>Existing paving previously set aside for re-use in roads and parking area</u></b>		
2/18	Paving in SA class 25 (complying to SABS 1058/1985), 80mm thick double zig zag interlocking blocks laid horizontally all to even falls on and including 25mm sand bed, jointing in sand (SABS 1200MJ), preparation of ground or filling, insecticide, herbicide, etc.	m2	36
	<b><u>Precast concrete finished smooth on exposed surfaces including bedding, jointing and pointing</u></b>		
2/19	Installed combination kerb using (fig. 3 barrier (1000 x 300 x 150mm )and fig.14 channel (1000 x 300 x 125mm) with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint	m	6
2/20	Installed combination kerb using (fig. 3 barrier (330 x 300 x 150mm )and fig.14 channel (330 x 300 x 125mm) with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint circular on plan to not exceeding 2m radius.	m	3
	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>		
	<b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>		
	<b><u>15 MPa/19mm concrete</u></b>		
2/21	50mm Blinding	m3	1
Carried Forward			R
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Brought Forward				R
<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<b><u>25 MPa/19mm concrete</u></b>				
2/22	Bases	m3	6	
2/23	Stub columns	m3	1	
<b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u></b>				
<b><u>Smooth formwork to sides</u></b>				
2/24	Rectangular stub columns	m2	16	
<b><u>CONCRETE TESTING</u></b>				
2/25	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>35Mpa non-shrink grout in epoxy mortar</u></b>				
2/26	Bedding approximately 20mm thick under base plate including chamfered edges	m2	1	
<b><u>REINFORCEMENT</u></b>				
<b><u>High tensile steel reinforcement to structural concrete work</u></b>				
2/27	Bars of varying diameters	t	0.20	
Carried Forward				R
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Brought Forward			R
<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>			
<b><u>0.80mm Thick Chromadek steel roof sheeting with factory applied Color-Tech G4 paint finish ( Colour: Marble White) rolled formed in continuous lengths fixed with stainless steel fasteners, screws, etc. to steel purlins at 1.20m centres laid in strict accordance with the manufacturer's specification.</u></b>			
2/28	Roof covering with pitch not exceeding 25°	m2	98
<b><u>GALVANIZED STEELWORK</u></b>			
<b><u>STEEL COLUMNS AND BEAMS</u></b>			
<b><u>Welded columns in single lengths with flat section base, top, bearer and connection plates bolted to steel beams</u></b>			
2/29	IPE 160 x 82 x 16mm 15.80kg/m columns in lengths not exceeding 13m	t	0.42
2/30	76mm Diameter x 2.5mm thick 4.53kg/m Hollow-section columns in lengths not exceeding 13m	t	0.16
<b><u>Welded beams in single lengths with flat bearer and connection plates, bolted to steel</u></b>			
2/31	IPE 160 x 82 x 16mm 15.80kg/m beams in lengths not exceeding 13m	t	0.69
<b><u>PURLINS, GIRTS, BRACING, ETC</u></b>			
<b><u>Purlins and girts bolted to steel</u></b>			
2/32	125 x 75 x 20 x 2.5mm Lipped channel section purlins	t	0.55
<b><u>Welded bracing etc with flat section connection plates bolted to steel</u></b>			
2/33	76mm Diameter x 2.5mm thick 4.53kg/m Hollow-section runners/bracing in lengths not exceeding 13m	t	0.11
Carried Forward			R
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Brought Forward				R
2/34	63mm Diameter x 2.5mm thick 3.73kg/m Hollow-section runners/bracing in lengths not exceeding 13m	t	0.16	
2/35	50 x 50 x 5mm Thick - 3.77kg/m Angle-section runners/bracing in lengths not exceeding 13m	t	0.16	
	<b><u>Bolts to trusses etc</u></b>			
2/36	High tensile bolts	kg	8.00	
	<b><u>ELECTRICAL WORK</u></b>			
	<b><u>POWER SUPPLY</u></b>			
	<b><u>EXCAVATIONS, ETC.</u></b>			
	<b><u>"Soft excavations" for trenching including bedding, backfilling, compaction and disposal of surplus material.</u></b>			
2/37	Cable or sleeve trenches not exceeding 1m deep	m3	20	
2/38	Extra over excavations in 'earth' for cable or sleeve trenches in 'soft rock'	m3	2	
2/39	Extra over excavations in 'earth' for cable or sleeve trenches in 'hard rock'	m3	2	
	<b><u>SUNDRIES</u></b>			
2/40	Cable marking tape	m	50	
2/41	Truncated pyramidal cable route markers	No	3	
	<b><u>SLEEVES</u></b>			
	<b><u>Unplasticised polyvinyl chloride (UPVC) sleeve piping including short lengths and jointing, laid in trench (trench and backfilling measured elsewhere)</u></b>			
2/42	110mm Diameter sleeve with draw wire	m	20	
Carried Forward				R
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Brought Forward			R
<b><u>NEW DISTRIBUTION KIOSK-DK-1</u></b>			
<b><u>Installation of new distribution kiosk -DK-1 refer to drawing E202415/004:</u></b>			
2/43	Distribution Kiosk	No	1
<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>			
2/44	1.5mm <sup>2</sup> x 3 - Core Cable with approximate outside diameter of 16mm	m	60
2/45	16mm <sup>2</sup> x 1 - Core Cable BCEW with approximate outside diameter of ***mm	m	30
2/46	25mm <sup>2</sup> x 4 - Core Cable ECC with approximate outside diameter of ***mm	m	30
<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>			
2/47	2.5mm <sup>2</sup> x 3 - Core with approximate outside diameter of 16mm	No	2
2/48	16mm <sup>2</sup> x 1 - Core Cable BCEW with approximate outside diameter of ***mm	m	2
2/49	25mm <sup>2</sup> x 4 - Core Cable ECC with approximate outside diameter of ***mm	m	4
<b><u>LIGHTING AND SMALL POWER</u></b>			
<b><u>Rigid PVC conduits</u></b>			
2/50	25mm Diameter	m	20
<b><u>GALVANISED CONDUIT</u></b>			
Carried Forward			R
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Brought Forward				R
	<u>Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)</u>			
2/51	32mm Diameter	m	30	
	<b><u>CONDUIT BOXES AND FITTINGS</u></b>			
2/52	60mm Round galvanised box	No	5	
2/53	100 x 100 x 50mm Deep weather proof junction box	No	2	
	<b><u>CONDUCTORS</u></b>			
	<u>PVC insulated stranded copper conductors drawn into wireways</u>			
2/54	1,5mm <sup>2</sup>	m	35	
2/55	2,5mm <sup>2</sup>	m	35	
2/56	4mm <sup>2</sup>	m	35	
	<b><u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u></b>			
2/57	16A, IP67 Single switched socket outlet with external waterproof box	No	1	
	<b><u>LUMINAIRES AND EQUIPMENT</u></b>			
	<u>Luminaires or equipment complete with lamps, connections, etc mounted in position</u>			
2/58	Type G2 - 24W External LED Bulkhead complete	No	2	
2/59	Photocell with enclosure with polycarbonate window.	No	1	
Carried Forward				R
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Brought Forward			R
<b><u>MANHOLE</u></b>			
2/60	600 X 600mm Manhole with complete with 600mm diameter concrete cover in top slab not exceeding 750mm deep.	No	1
<b><u>EARTHING AND BONDING OF THE COMPLETE LV DISTRIBUTION INSTALLATION</u></b>			
2/61	Allow for earthing and bonding of the steel structure, all as required by the applicable regulations and engineer's specification	Item	
<b><u>TESTING AND COMMISSIONING</u></b>			
2/62	Allow for testing, balancing and commissioning the complete electrical installation	Item	
<b><u>LIGHTNING PROTECTION SYSTEM</u></b>			
<b><u>Lightning Protection System to Structures</u></b>			
Where applicable all steel to the structure shall be suitably earthed to the special earth systems			
Allowance shall further be made that the installed lightning protection system, the nearest earth electrode, be interconnected to the installed electrical earth conductor running with the main supply cable of the building by means of 50mm <sup>2</sup> bare copper earth conductor at a depth of 400mm below ground level			
2/63	2m long Cadweld type copper electrodes driven into the ground complete with brass coupling between rods, bonding clamps and earth joints.	No	2
2/64	70mm <sup>2</sup> BCEW.	m	12
Carried Forward			R
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Brought Forward			R
<b><u>Sundries</u></b>			
2/65	Allow for the installation of a 70mm <sup>2</sup> bare copper conductor in the ground and interconnection of the earth electrode and the electrical earth conductor running with the feeder cable to the tank	Item	
2/66	Allow for the visiting of the site and the carrying out all of the required resistivity tests and the issuing of the test results for approval by the Architect	Item	
2/67	Allow for the testing of the completed system and the issue of a SABS prescribed certificate	Item	
2/68	Allow for the required maintenance of the system for the full maintenance period including a final test reading before the end of the period	Item	
<b><u>DRAWINGS, MANUALS, DATASHEETS, ETC.</u></b>			
2/69	Allow for submission of shop drawings	Item	
2/70	Allow for submission of data sheets and physical samples of socket outlet prior to installation	Item	
2/71	Allow for submission of all record documentation, including as-built drawings and manuals x3 copies of each, 3 x USB of all information stored.	Item	
<b>Carried to Summary</b>			R
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