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public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**EASTERN CAPE: GQEBERHA: MDANTSANE LABOUR CENTRE:
DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND
INSTALLATION OF WATER TANKS.**

**TENDER NO. : GQEQ-2025/2026-063
REFERENCE NO. : 14/1/3/1/1/6464/5050
WCS NO. : 056632**

VOLUME 2: TENDER DOCUMENTS

**C1.1: FORM OF OFFER AND ACCEPTENCE
(DPW – 07 EC)**

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

Project title:	EASTERN CAPE: GQEBERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS		
Tender / Quotation no:	GQEQ-2025/2026-063	Reference no:	14/1/3/1/1/6464/5050

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

EASTERN CAPE: GQEBERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
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*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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

For Internal & External Use

Effective date 5 July 2022

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Version 2022/4

Tender / Quotation no: GQEQ-2025/2026-063

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

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

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

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

Tender / Quotation no: GQEQ-2025/2026-063

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

.....
.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

Tender / Quotation no: GQEQ-2025/2026-063

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	<i>Eben Donges Building Hancock Street North End Gqeberha 6056</i>

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
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**C.1.2: CONTRACT DATA PART 2 – DATA PROVIDED BY THE
CONTRACTOR
(DPW-04 EC)**

DPW-04 (EC): CONTRACT DATA - PART 2 DATA PROVIDED BY THE CONTRACTOR JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	EASTERN CAPE: GQEBERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS.
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Tender / Quotation no:	GQEQ-2025/2026-063	WCS no:	056632	Reference no:	14/1/3/1/1/6464/5050
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	The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)). Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.
	CONTRACT VARIABLES THE SCHEDULE The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement. Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].

Tender / Quotation no: Error! Reference source not found.

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

Tender / Quotation no: Error! Reference source not found.

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Tender / Quotation no: Error! Reference source not found.

Adjustment methods

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

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied. Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations. Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C2.2: BILLS OF QUANTITIES

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

Brought Forward <u>TENDERER'S SELECTIONS</u> Before submission of his tender the contractor is to complete the tenderer's selections in the contract data for organs of state and other public sector bodies <u>STRUCTURE OF THIS PRELIMINARIES BILL</u> Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries Section C : Any special clauses to meet the particular circumstances of the project <u>PRICING OF PRELIMINARIES</u> Should the contractor select Option A in the contract data for organs of state and other public sector bodies for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T) <u>PRICING OF BILLS OF QUANTITIES</u> The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary	R	
Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office	R	

Brought Forward <u>VALUE ADDED TAX</u> Provision is made in the summary page of these bills of quantities / lump sum document for the inclusion of Value Added Tax (VAT) <u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u> <u>INTERPRETATION</u> <u>A1.0 DEFINITIONS AND INTERPRETATION</u> Clause 1.0 The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office	R

Brought Forward 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	R	
Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office	R	

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

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

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

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

		Brought Forward	R	
		It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy. 10.1.5.1.4 Replace Clause with the following: The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole 10.2 Replace Clause with the following: Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary 10.6 No Clause Add the following as Clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay F:.....V:.....T:.....		
11	A11.0 SECURITIES	Add the following as to the relevant related Clauses as follows: Add the following to Clause 11.1: In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT). In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within	Item	
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Brought Forward fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected. The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5 11.1.1 No Clause 11.1.2 No Clause 11.2.2 No Clause 11.3 No Clause Replace Clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10. 11.5 No Clause 11.6 No Clause 11.7 No Clause 11.8 No Clause 11.9 No Clause 11.10 No Clause Add the following as Clause 11.11: Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected: Add the following as Clause 11.11.1: The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis. Add the following as Clause 11.11.2:	R	
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Brought Forward The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor. Add the following as Clause 11.11.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor Add the following as Clause 11.11.4: Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor. Add the following as Clause 11.11.5: On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor. Add the following as Clause 11.11.6: The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party. Add the following as Clause 11.12: Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected: Add the following as Clause 11.12.1: The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis. Add the following as Clause 11.12.2: The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender. Add the following as Clause 11.12.3: The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring. Add the following as Clause 11.12.4: Where the employer has a right of recovery against the contractor in terms of	R	
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Brought Forward 27.0, the employer shall issue a written demand in terms of the variable construction guarantee. Add the following as Clause 11.13: Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected: Add the following as Clause 11.13.1: The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT). Add the following as Clause 11.13.2: The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion. Add the following as Clause 11.13.3: The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring. Add the following as Clause 11.13.4: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5. Add the following as Clause 11.13.5: Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both. Add the following as Clause 11.14.1: Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: Add the following as Clause 11.14.2: The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis. Add the following as Clause 11.14.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor. Add the following as Clause 11.14.4:	R	
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		The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5. Add the following as Clause 11.14.5: Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both. Add the following as Clause 11.15: Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected. Add the following as Clause 11.15.1: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10. Add the following as Clause 11.15.2: The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor. Add the following as Clause 11.16: Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement. Add the following as Clause 11.17: Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT). F:..... V:..... T:..... <u>EXECUTION</u>		
12	A12.0 OBLIGATIONS OF THE PARTIES		Item	
	Clause 12.0			
	12.1.1 No Clause			
	Replace Clause 12.1.5 with the following: Give possession of the site to the contractor within ten (10) working days after			
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Brought Forward approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22 12.1.6 No Clause 12.1.8 No Clause Replace Clause 12.2.2 with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum Replace Clause 12.2.5 with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD] Replace Clause 12.2.13 with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor Add the following as Clause 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) Add the following as Clause 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0] Offices The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18] F:..... V:..... T:..... Main notice board	R	
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	Brought Forward	R	
	The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18] F:..... V:..... T:.....	Item	
13	A13.0 SETTING OUT Clause 13.0 F:..... V:..... T:.....	Item	
14	A14.0 NOMINATED SUBCONTRACTORS Clause 14.0 Ref Clause 6.7 [CD] - Clause 14.1.4 14.1.5 No Clause Replace “principal agent ” with “employer” [6.7 [CD]] in Clause 14.4.1 Ref Clause 6.7 [CD] - Clause 14.6 F:..... V:..... T:.....	Item	
	Carried Forward	R	
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		Brought Forward	R	
15	A15.0 SELECTED SUBCONTRACTORS Clause 15.0 Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5 15.1.5 No Clause Replace Clause 15.1.2 with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1 F:..... V:..... T:.....		Item	
16	A16.0 DIRECT CONTRACTORS Clause 16.0 F:..... V:..... T:.....		Item	
17	A17.0 CONTRACT INSTRUCTIONS Clause 17.0 Replace Clause 17.4 with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21 Add the following clause as Clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement. F:..... V:..... T:.....		Item	
		Carried Forward	R	
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	Brought Forward	R	
	<u>COMPLETION</u>		
18	A18.0 INTERIM COMPLETION Clause 18.0 F:..... V:..... T:.....	Item	
19	A19.0 PRACTICAL COMPLETION Clause 19.0 Replace Clause 19.5 with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section Add the following as Clause 19.8: WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion. (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list: (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer (2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2) (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer: (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the		
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	Brought Forward date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date (3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer (4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0 (5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3). F:..... V:..... T:.....	R	
20	A20.0 COMPLETION IN SECTIONS Clause 20.0 F:..... V:..... T:.....	Item	
		Item	
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		Brought Forward	R	
21	A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION Clause 21.0 Replace Clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion) Replace Clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent And/or On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall: (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired 21.6.1 Omit Clause 21.6.2 Omit Clause Add the following as Clause 21.13: The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14 Add the following as Clause 21.14: Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0] F:..... V:..... T:.....			
		Carried Forward	R	
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	Brought Forward	R
22	A22.0 LATENT DEFECTS LIABILITY PERIOD Clause 22.0 22.3.2 No Clause F:..... V:..... T:.....	Item
23	A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION Clause 23.0 Ref Clause 6.7 [CD] - Clause 23.1 Ref Clause 6.7 [CD] - Clause 23.2 Replace Clause 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD] Ref Clause 6.7 [CD] - Clause 23.7 Ref Clause 6.7 [CD] - Clause 23.8 F:..... V:..... T:.....	Item
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		Brought Forward	R	
24	A24.0 PENALTY FOR LATE OR NON-COMPLETION Clause 24.0 Replace Clause 24.1 with the following: Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD] Replace Clause 24.2 with the following: Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of: Replace Clause 24.2.1 with the following: The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1] F:..... V:..... T:..... <u>PAYMENT</u>			
25	A25.0 PAYMENT Clause 25.0 Replace Clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount Add the following to Clause 25.3: 25.3.12 Monthly Local content report, 25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)		Item	
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Brought Forward 25.3.14 Tax Invoice 25.3.15 Labour intensive report 25.3.16 Contract participation goal reports 25.5 No Clause Replace Clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer. 25.7.5 No clause. Replace Clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate Replace Clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments : (Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable) 25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion 25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion 25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26	R	
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Brought Forward 25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate. (Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0]) 25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion 25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion 25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26 25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate F:..... V:.....T:.....	R	
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		Brought Forward	R	
26	A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT Clause 26.0 Ref Clause 6.7 [CD] – Clause 26.1 Omit Clause 26.4.3 Ref Clause 6.7 [CD] – Clause 26.7 Replace Clause 26.10 with the following: The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion Ref Clause 6.7 [CD] – Clause 26.12 F:..... V:.....T:.....			
			Item	
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27	A27.0 RECOVERY OF EXPENSE AND/OR LOSS Clause 27.0 Replace Clause 27.1.2 with the following: Interest due to late payment only Replace Clause 27.1.4 with the following: Interest due to late payment only 27.1.5 No Clause Replace Clause 27.5 with the following: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security Add the following as Clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security F:..... V:.....T:.....			
			Item	
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		Brought Forward	R	
	<u>SUSPENSION AND TERMINATION</u>			
28	A28.0 SUSPENSION BY THE CONTRACTOR			
	Clause 28.0			
	28 No Clause			
	28.1 No Clause			
	28.1.1 No Clause			
	28.1.2 No Clause			
	28.1.3 No Clause			
	28.1.4 No Clause			
	28.1.5 No Clause			
	28.2 No Clause			
	28.3 No Clause			
	28.4 No Clause			
	F:..... V:..... T:.....		Item	
29	A29.0 TERMINATION			
	Clause 29.0			
	Add the following as Clause 29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa			
	Add the following as Clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract			
	Add the following as Clause 29.1.6: Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.			
	Replace Clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]			
	Replace Clause 29.9 with the following: The employer has the right of recovery against the contractor, where applicable, [CD] from:			
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The guarantee for construction (variable) until the final payment has been made;			
or			
The guarantee for construction (fixed) until the date of practical completion;			
or			
The payment reduction until the final payment is made;			
or			
The cash deposit made as security until the final payment is made			
29.14.1 No Clause			
29.14.3 No Clause			
29.14.4 No Clause			
29.14.5 No Clause			
29.14.6 No Clause			
29.14.7 No Clause			
29.15 No Clause			
29.16 No Clause			
29.17.3 No Clause			
29.17.6 No Clause			
29.21.5 No Clause			
29.22 No Clause			
29.23 No Clause			
29.25.3 No Clause			
29.25.4 No Clause			
29.27 No Clause			
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	F:..... V:..... T:.....		Item	
	<u>DISPUTE RESOLUTION</u>			
30	A30.0 DISPUTE RESOLUTION			
	Clause 30.0			
	Replace Clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation			
	30.3 to 30.7.7 No Clauses			
	Replace Clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:			
	30.8.1 No Clause			
	Replace Clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties			
	Replace Clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses			
	Replace Clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse			
	30.10 No Clause			
	30.12 No Clause			
	F:..... V:..... T:.....		Item	
	<u>SECTION B: GENERAL PRELIMINARIES</u>			
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	Brought Forward	R
	<u>B1.0 DEFINITIONS AND INTERPRETATION</u>	
31	B1.1 Definitions F:..... V:..... T:.....	Item
32	B1.2 Interpretation F:..... V:..... T:.....	Item
	<u>B2.0 DOCUMENTS</u>	
33	B2.1 Checking of documents F:..... V:..... T:.....	Item
34	B2.2 Provisional bills of quantities YES F:..... V:..... T:.....	Item
35	B2.3 Availability of construction information F:..... V:..... T:.....	Item
36	B2.4 Ordering of materials and goods F:..... V:..... T:.....	Item
	<u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u>	
37	B3.1 Previous work - dimensional accuracy F:..... V:..... T:.....	Item
38	B3.2 Previous work - defects F:..... V:..... T:.....	Item
39	B3.3 Inspection of adjoining properties F:..... V:..... T:.....	Item
	Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office	

	Brought Forward	R
	<u>B4.0 THE SITE</u>	
40	B4.1 Handover of site in stages F:..... V:..... T:.....	Item
41	B4.2 Enclosure of the works F:..... V:..... T:.....	Item
42	B4.3 Geotechnical and other investigations F:..... V:..... T:.....	Item
43	B4.4 Encroachments F:..... V:..... T:.....	Item
44	B4.5 Existing premises occupied F:..... V:..... T:.....	Item
45	B4.6 Services - known F:..... V:..... T:.....	Item
	<u>B5.0 MANAGEMENT OF CONTRACT</u>	
46	B5.1 Management of the works F:..... V:..... T:.....	Item
47	B5.2 Progress meetings F:..... V:..... T:.....	Item
48	B5.3 Technical meetings F:..... V:..... T:.....	Item
	Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office	

	Brought Forward	R	
	<u>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u>		
49	B6.1 Samples of materials F:..... V:..... T:.....	Item	
50	B6.2 Workmanship samples F:..... V:..... T:.....	Item	
51	B6.3 Shop drawings F:..... V:..... T:.....	Item	
52	B6.4 Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
	<u>B7.0 DEPOSITS AND FEES</u>		
53	B7.1 Deposits and fees F:..... V:..... T:.....	Item	
	<u>B8.0 TEMPORARY SERVICES</u>		
54	B8.1 Water F:..... V:..... T:.....	Item	
55	B8.2 Electricity F:..... V:..... T:.....	Item	
56	B8.3 Ablution and welfare facilities F:..... V:..... T:.....	Item	
57	B8.4 Communication facilities F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office		

	Brought Forward	R	
	<u>B9.0 PRIME COST AMOUNTS</u>		
58	B9.1 Responsibility for prime cost amounts F:..... V:..... T:.....	Item	
	<u>B10.0 ATTENDANCE ON SUBCONTRACTORS</u>		
59	B10.1 General attendance The contractor shall at his own expense provide the following general attendance on the subcontractors : Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the contractor The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials The use of erected scaffolding belonging to the contractor , in common with others having the like right, while it remains erected on the site The use, at reasonable times by arrangement of the contractor's erected hoisting equipment F:..... V:..... T:.....	Item	
60	B10.2 Special attendance F:..... V:..... T:.....	Item	
	<u>B11.0 GENERAL</u>		
61	B11.1 Protection of the works F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office		

	Brought Forward	R	
62	B11.2 Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	
63	B11.3 Security of the works F:..... V:..... T:.....	Item	
64	B11.4 Notice before covering work F:..... V:..... T:.....	Item	
65	B11.5 Disturbance The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent F:..... V:..... T:.....	Item	
66	B11.6 Environmental disturbance F:..... V:..... T:.....	Item	
67	B11.7 Works cleaning and clearing F:..... V:..... T:.....	Item	
68	B11.8 Vermin F:..... V:..... T:.....	Item	
69	B11.9 Overhand work F:..... V:..... T:.....	Item	
70	B11.10 Tenant installations F:..... V:..... T:.....	Item	
71	B11.10 Advertising F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office		

		Brought Forward	R	
	<u>SECTION C: SPECIFIC PRELIMINARIES</u>			
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item			
	<u>C1.0 CONTRACT DRAWINGS</u>			
72	* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document * The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed * A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent F:..... V:..... T:.....			Item
	<u>C2.0 PREAMBLES</u>			
73	The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (http://www.publicworks.gov.za/ under "Consultants Guidelines"), and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the bills of quantities / lump sum document F:..... V:..... T:.....			Item
		Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office			

	Brought Forward	R	
	C3.0 TRADE NAMES		
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		
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		
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:.....	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office		

Brought Forward		R	
C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS			
77	As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account F:..... V:..... T:.....	Item	
C7.0 ENTRANCE PERMITS TO SECURITY AREAS			
78	As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer F:..... V:..... T:.....	Item	
C8.0 SECURITY CHECK OF PERSONNEL			
79	The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works F:..... V:..... T:.....	Item	
Carried Forward		R	
Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office			

		Brought Forward	R	
		<u>C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS</u>		
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	
		<u>C10.0 HIV/AIDS AWARENESS</u>		
	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			
		<u>C10.1 AWARENESS CHAMPION</u>		
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	
		Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office			

		Brought Forward	R	
		<u>C10.2 AWARENESS WORKSHOPS</u>		
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			
	F:..... V:..... T:.....		Item	
		<u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u>		
83	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification			
	F:..... V:..... T:.....		Item	
		<u>C10.4 ACCESS TO CONDOMS</u>		
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 construction period , all in accordance with the HIV/AIDS Specification			
	F:..... V:..... T:.....		Item	
		<u>C10.5 MONITORING</u>		
85	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification			
	F:..... V:..... T:.....		Item	
	Item			
		Carried Forward	R	
Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office				

	Brought Forward	R	
	C11.0 OCCUPATIONAL HEALTH & SAFETY ACT		
86	The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office		

R

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F: V: T:

Item

R

-40-

	Brought Forward	R	
	<u>C13.0 IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</u>		
88	The contractor shall comply with all the requirements of the “Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes” issued in terms of the “Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)” and the related “Ministerial Determination”, for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP) The contractor shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained F:..... V:..... T:..... <u>SUMMARY OF CATEGORIES</u> Category : Fixed R..... Category : Value R..... Category : Time R.....	Item	
	Carried to Summary	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Gqeberha Regional Office		

Bill No. 2
Alterations
Professional Services
NDPW & I - Gqeberha Regional Office

Brought Forward			R
<u>REMOVAL OF TREES ETC</u>			
<u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>			
2	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	1
<u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>			
3	Tree exceeding 200mm and not exceeding 500mm girth	No	1
4	Tree exceeding 500mm and not exceeding 1000mm girth	No	1
5	Tree exceeding 1000mm and not exceeding 1500mm girth	No	1
<u>BULK EXCAVATION, FILLING, ETC</u>			
<u>EXCAVATIONS ETC</u>			
<u>Digging up topsoil</u>			
6	Digging up topsoil to an average depth of 150mm and preserving for use of filling	m2	325
<u>Open face excavation in earth over sloping site</u>			
7	Open face excavation	m3	89
<u>Extra over bulk excavations in earth for excavation in</u>			
8	Soft rock	m3	9
9	Hard rock	m3	4
Carried Forward			R
Bill No. 3 Earthworks Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R
<u>Extra over all excavations for carting away</u>			
10	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	89
<u>Risk of collapse of excavations</u>			
11	Sides of bulk excavations not exceeding 1,5m deep	m2	44
<u>Keeping excavations free of water</u>			
12	Keeping excavations free of water other than subterranean water	Item	
<u>FILLING ETC</u>			
<u>Earth filling, dumprock supplied by the contractor, wrapped in geotextile</u>			
13	600mm Thick over site to form platforms	m3	22
<u>Compaction of surfaces</u>			
14	Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to ?% Mod AASHTO density	m2	56
<u>TESTS</u>			
<u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u>			
15	"Modified AASHTO Density" test	No	4
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>			
<u>EXCAVATIONS ETC</u>			
Carried Forward			R
Bill No. 3 Earthworks Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward				R
<u>Soft excavation not exceeding 2m deep</u>				
16	Trenches by hand to locate existing services	m3	10	
17	Trenches	m3	7	
18	Holes	m3	0.5	
<u>Extra over all excavations for carting away</u>				
19	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	5	
<u>Risk of collapse of excavations</u>				
20	Sides of trench and hole excavations not exceeding 1,5m deep	m2	22	
<u>Keeping excavations free from water</u>				
21	Keeping excavations free from mud and all water other than from subterranean sources		Item	
<u>FILLING, ETC</u>				
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u>				
22	Backfilling to trenches, holes, etc	m3	3	
<u>Earth filling G5 supplied by the contractor compacted to 95% Mod AASHTO density</u>				
23	Under floors, etc	m3	11	
<u>Earth filling G3 supplied by the contractor compacted to 98% Mod AASHTO density</u>				
24	Under floors, etc	m3	5	
Carried Forward				R
Bill No. 3 Earthworks Professional Services NDPW & I - Gqeberha Regional Office				

Brought Forward			R
	<u>Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u>		
25	50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), leveled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors.	m2	17
	<u>Compaction of surfaces</u>		
26	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	17
	<u>PROTECTION AGAINST TERMITES</u>		
	<u>Soil insecticide</u>		
27	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	17
Carried to Summary			R
Bill No. 3 Earthworks Professional Services NDPW & I - Gqeberha Regional Office			

Item No		Quantity	Rate	Amount
	<u>BILL No. 4</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	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			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>20 MPa/19mm concrete</u>			
1	Filling of retaining blocks	m3	1	
	<u>25 MPa/19mm concrete</u>			
2	75mm Blinding	m3	1	
3	Strip footings	m3	3	
	<u>REINFORCED CONCRETE</u>			
	<u>25 MPa/ 19mm Concrete poured around reinforcement:</u>			
4	Plinth wall footings	m3	1	
5	Bases	m3	0.4	
6	Inverted beams	m3	1	
7	Surface beds cast in panels on waterproofing	m3	1	
8	Pavings cast in panels	m3	1	
	Carried Forward		R	
	Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R	
<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>				
<u>Smooth formwork to sides</u>				
9	Inverted beams above concrete	m2	15	
10	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	24	
<u>CONCRETE TESTING</u>				
11	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	
<u>CONCRETE SUNDRIES</u>				
<u>Finishing top surfaces of concrete smooth with a wooden float to a broom finish</u>				
12	Surface beds, slabs, etc.	m2	20	
<u>35Mpa non-shrink grout in epoxy mortar</u>				
13	Bedding approximately 20mm thick under base plate including chamfered edges	m2	2	
<u>MOVEMENT JOINTS, ETC.</u>				
<u>Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces</u>				
14	Expansion joint not exceeding 300mm high	m	32	
Carried Forward			R	
Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Gqeberha Regional Office				

Brought Forward			R
<u>Saw cut joints:</u>			
15	Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess.	m	10
<u>REINFORCEMENT</u>			
<u>Fabric reinforcement</u>			
16	Type 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	37
<u>High tensile steel reinforcement to structural concrete work</u>			
17	Bars of varying diameters	t	0.28
Carried to Summary			R
Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Gqeberha Regional Office			

Item No		Unit	Quantity	Rate	Amount
	<u>BILL No. 5</u> <u>PRECAST CONCRETE</u> <u>User note</u> 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 <i>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</i> <i>Take note that these Model Bills of Quantities utilise abbreviated descriptions</i> <i>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. <u>Where such model preambles are not applicable</u> (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</i> <i>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</i>				
	Carried Forward Bill No. 5 Precast concrete Professional Services NDPW & I - Gqeberha Regional Office			R	

Brought Forward		R	
<u>Sizes</u> Blocks, sills, etc measured linear shall be made in suitable lengths. Large size setting out drawings shall be prepared where necessary and submitted to the principal agent for approval before moulds are made <u>General</u> Where kerbstones, blocks, etc are laid in ground descriptions shall be deemed to include necessary excavation, filling in and ramming <u>User note</u> <i>Where precast concrete copings, sills, beams, facings, claddings, etc are specially designed then the relevant supplementary preambles are to be included here. Items are to be given with brief descriptions referring to detailed drawings annexed to these bills of quantities where necessary</i> <u>PRECAST CONCRETE PAVING</u> <u>"L13 Terraforce" precast concrete retaining blocks finished smooth on exposed surfaces</u>			
1	Retaining structures with stepped face and curves as required to suit slopes, of 400 x 350 x 225mm high type "L13" retaining blocks laid with horizontal bed joints to 25 degree slope, including average 300mm thick compacted earth filling behind the blocks and filling blocks with garden soil lightly tamped as the work proceeds	m2	15
Carried to Summary		R	
Bill No. 5 Precast concrete Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R
Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixal" bitumen emulsion waterproofing coating <u>Face bricks</u> Bricks shall be ordered timeously to obtain uniformity in size and colour <u>Pointing</u> Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc <u>Samples, etc</u> Rates for brickwork, faced brickwork, etc shall include for all required samples <u>BRICKWORK</u> <u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in foundations (Provisional)</u>			
1	One brick walls	m2	2
<u>Brickwork of NFP bricks in superstructure</u>			
2	One brick walls	m2	2
<u>BRICKWORK SUNDRIES</u>			
<u>Joint forming material in movement joints</u>			
3	12mm Bitumen impregnated fibre board built in vertically through brick walls in foundations (Provisional)	m2	1
<u>Brickwork reinforcement</u>			
4	150mm Wide reinforcement built in horizontally	m	120
Carried Forward			R
Bill No. 6 Masonry Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R
<u>Galvanised hoop iron cramps, ties, etc</u>			
5	32 x 1,6mm Cramp 600mm long, three times bend with one end fixed to brickwork and one end buildt into brickwork	No	6
<u>FACE BRICKWORK</u>			
<u>" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.</u>			
6	Extra over brickwork for face brickwork.	m2	2
<u>Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces</u>			
7	Coping on top of one brick wall pointed on top and both sides	m	2
Carried to Summary			R
Bill No. 6 Masonry Professional Services NDPW & I - Gqeberha Regional Office			

Item No	Quantity	Rate	Amount
<u>BILL No. 7</u>			
<u>WATERPROOFING</u>			
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			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Proprietary items or materials</u>			
Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
<u>Waterproofing</u>			
Waterproofing of roofs, basements, etc shall be laid under a twelve year maintenance free guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs			
<u>DAMPPROOFING OF WALLS AND FLOORS</u>			
<u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u>			
1	Under surface beds	m2	20
<u>JOINT SEALANTS, ETC</u>			
Carried Forward			R
Bill No. 7 Waterproofing Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>			
2	6 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary (Provisional)	m	10
3	12 x 10mm In expansion joints in floors/walls including raking out expansion joint filler as necessary (Provisional)	m	32
Carried to Summary			R
Bill No. 7 Waterproofing Professional Services NDPW & I - Gqeberha Regional Office			

Item No		Quantity	Rate	Amount
	<u>BILL No. 8</u> <u>PLUMBING AND DRAINAGE</u> <u>(PROVISIONAL)</u> 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 <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing of pipes</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level <u>Reducing fittings</u> Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained <u>Exposed concrete surfaces</u> Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster			
	Carried Forward		R	
	Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward <u>STEEL WATER TANK</u> <u>NOTE:</u> Steel mass will be calculated according to the tables issued by the SA Institute of Steel Construction. ----- <u>Descriptions</u> Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Where anchor bolts are described as embedded in sides or soffits of concrete it shall be deemed to include holes through formwork. <u>EXTENT OF THE WORK:</u> Supply, fabrication, shop painting, delivering and off-loading, hoisting and erection complete of the structural steelwork including for making good after erection. Include also for supplying holding down bolts, etc. as specified <u>SHOP DRAWINGS:</u> The Contractor will be required to prepare shop details for the work which must be submitted to the Engineers for approval before fabrication is started. Notwithstanding any approval of these details, <u>the Contractor shall remain responsible for ensuring that the dimensions, details and workmanship result in the correct assembly of the work.</u>		R	
Carried Forward Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office		R	

Brought Forward

R

**FABRICATION, WORKMANSHIP
AND SUBSTITUTION OF MEMBERS:**

The steelwork is to be fabricated from mild steel to B.S. 15 and in accordance with the requirements of S.B.R. Chapter 8. The whole of the fabrication and workmanship generally is to be in strict accordance with B.S. No. 449 as amended. Consideration will be given to any detail variations which the Contractor may wish to make with a view to the simplification of either fabrication, delivery or erection.

Substitutions must be made at the Contractor's own expense and must be accompanied by detailed calculations.

Tenderers shall state at the time of tendering whether they anticipate any difficulty in obtaining in time, any material shown on the drawings.

If at the time of fabrication, a particular section is no longer obtainable in Port Elizabeth in the time available, another section may be substituted after receipt of written permission from the Engineers. Such permission shall be given only on satisfactory evidence that the section is unobtainable. Costs of such substitution shall be at the Contractor's expense.

ERECTION:

The steelwork generally is to be fabricated in the Contractor's works having due regard to transport and erection facilities. He must supply all erection tackle, erect and plumb all steelwork, supply all steel wedges and packs as required and holding down bolts. If bolted connections are used for lattice girders then either high tensile "friction grip" bolts or close tolerance bolts must be used.

Carried Forward

R

Bill No. 8
Plumbing and Drainage
Professional Services
NDPW & I - Gqeberha Regional Office

Brought Forward <u>FRICTION GRIP BOLTS:</u> When site connections of steelwork are made with high tensile "friction grip" bolts, the Contractor shall rigidly adhere to the following:- (i) Two case hardened washers, one flat or bevelled under the head and the other flat or bevelled under the nut shall be used with each bolt. (ii) Contract surfaces shall be painted and shall be thoroughly cleaned and freed of dirt, oil, loose scale, burrs and other defects which are liable to reduce frictional resistance between surfaces. (iii) At all times the correct torques shall be applied to the difference sizes of bolts. <u>WELDING:</u> Welding shall be in accordance with British Standard No. 1856 General Requirements for the Metal-Arc Welding of Mild Steel. Mild steel electrodes shall comply with S.A.B.S. 455 Covered Electrodes for Metal-Arch Welding of Mild Steel. <u>HOLDING DOWN BOLTS</u> Holding down bolts must be supplied as and when required to the Main Contractor. Pipe sleeves or pockets must be provided with all holding down bolts and 14 S.w.g. mild steel plate templates provided on a scale of one template or more for every four groups of bolts, suitably marked to ensure easy identification.		R	
Carried Forward Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office		R	

Brought Forward			R
<u>PRICES:</u>			
All masses of steelwork are based on measurements of nett length and size of all steel used and allowance must be made for all waste and rolling margin.			
Prices must allow for all cutting and fitting to lengths, shapes and sizes, for the drilling of all holes and slotted holes, for all welding, bolting and riveting and for erection and fixing in position complete.			
Prices must allow for all bolts and rivets .			
Prices must allow for preparing and painting all components as specified before delivery to the site.			
<u>SUBSOIL DRAINAGE</u>			
1	Excavation not exceeding 2m deep for drain trenches	m3	12
2	River sand backfilling to drain trenches	m3	7
3	19mm Crushed stone encasing to pipes	m3	2
4	"Bidem U14" geo- fabric filter blanket wrapped around stone encasing with 150mm side and 300mm end laps including stitching	m2	40
5	110mm Slotted uPVC agricultural pipes laid in stone encasing	m	20
<u>TAPS, VALVES, ETC.</u>			
<u>Stainless steel</u>			
6	25mm Ball valve with teflon seat	No	3
7	63mm Non-return valve	No	1
<u>INTERNAL WATER SUPPLY</u>			
8	15mm Pipes	m	12
Carried Forward			R
Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R
9	22mm Pipes	m	24
	<u>Extra over class 2 copper pipes for "Conex" compression fittings</u>		
10	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	8
11	22mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	12
	<u>Sundries</u>		
12	Testing internal water reticulation	Item	
	<u>EXTERNAL WATER RETICULATION</u>		
	<u>Class 9 uPVC pressure water pipes</u>		
13	75mm Pipe layed in and including trenches	m	221
	<u>Extra over uPVC pressure pipes for class 16 pressure fittings</u>		
14	75mm VJ Adaptor	No	2
15	75mm CI FLA Adaptor including gaskets and bolts and nuts for flanged valves (rate calculation)	No	1
16	75mm Elbow	No	12
17	75mm Tee	No	2
	<u>Inspection chambers and manholes</u>		
18	Excavate for and build manhole formed of standard precast concrete wall and cover slab (Cover e/m), including cutting and fitting precast concrete wall units around drain pipes and making good in cement mortar. Size internally 1000mm diameter, exceeding 1m deep but nor exceeding 2m deep (LI)	No	1
Carried Forward			R
Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R
<u>Covers</u>			
19	645mm Diameter concrete cover, including steel strap	No	1
<u>TANKS, ETC.</u>			
<u>"ABECO"Hot dipped galvanised steel sectional water tanks consisting of 1220 x 1220mm panels with high density ultraviolet resistance PVC foam gaskets and butyl rubber mastic compound for the jointing of the panel flanges</u>			
20	3.66 x 2.44 x 2.44m High sectional tank consisting of 1220 x 1220mm panels each panel hydraulically pressed with a combined double flange at an angle of 45 and 90 degrees to the face of the panel on all four sides, and pressed steel sectional panel cover with and including hinged manhole and air vent, internal and external ladders, with safety cage for external ladder, level indicator, etc. tank approximately 1m above ground level on concrete beams and base (concrete beams and base elsewhere)	No	1
21	Outlet union for 80mm diameter pipe, both sides flanged, including hole through tank.	No	4
22	80mm Flanged stainless steel ball float valve installed complete as per manufacturers instructions in steel water tank.	No	1
<u>Sundries</u>			
23	80 x 8mm Thick hot dipped galvanised section secured to top of plinth wall at 1m centres with and including M12 bolts.	m	12
<u>WATER SUPPLIES</u>			
<u>Galvanised steel pipe (Medium duty)(Double Flanged)</u>			
24	25mm Pipe in connections	m	2
25	50mm Pipe in connections	m	2
Carried Forward			R
Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward				R
26	80mm Pipe in connections	m	4	
27	80mm Pipe vertically	m	6	
<u>Galvanised steel fittings</u>				
28	50 x 25mm Reducer	No	1	
29	80 x 25mm Eccentric Reducer	No	1	
30	80 x 50mm Reducer	No	1	
31	80mm Bend (Double Flanged)	No	8	
32	80mm Equal tee (flanged with take-off plain ended)	No	1	
33	80mm RS Flanged gate valve with rising spindle	No	3	
34	80mm Vortex Inhabitor	No	1	
35	80mm Flanged adaptor	No	8	
36	80mm Blank flange	No	1	
<u>Sundries</u>				
37	Thermoplastic valve box for 80mm valve	No	2	
38	Thrust block (15MPa Concrete) including all necessary excavations, backfilling, carting away and rough formwork	m3	1	
<u>Testing</u>				
39	Testing water supply system		Item	
40	Inspect, clean and disinfect inside of tank and pipe system prior to filling and commissioning		Item	
<u>STORMWATER CHANNELS</u>				
Carried Forward				R
Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office				

Brought Forward			R
<u>Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, etc. cast in 2m panels</u>			
41	700 x 150mm Thick V-dish channel 75mm deep	m	13
42	Extra for angles, intersections, ends, dressing into sides of catchpits, etc.	No	4
43	1000 x 150mm Thick V-dish channel 75mm deep	m	26
44	Extra for angles, intersections, ends, dressing into sides of catchpits, etc.	No	5
<u>Sundries</u>			
45	Excavate to open face to form cutt-off drain to falls, form banks and remainder deposit on site where directed	m3	4
46	Triangular shaped stormwater channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin	No	1
<u>Lawn - Supply, deliver and plant</u>			
47	Cynodon Dactylon roll on lawn including rolling	m2	100
<u>"Kaytech" or similar and equal approved reno mattress, complete with stones, geotextile wrap, PVC-coated wiremesh basket and lid, etc.</u>			
48	2000 x 1000 x 300mm Thick baskets	m2	16
Carried to Summary			R
Bill No. 8 Plumbing and Drainage Professional Services NDPW & I - Gqeberha Regional Office			

Item No		Quantity	Rate	Amount
	<u>BILL No. 9</u> <u>ELECTRICAL WORK</u> <u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill <u>PREAMBLES</u> All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001 <u>SUPPLEMENTARY PREAMBLES</u> The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications <u>Proprietary items or materials</u> Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works <u>ELECTRICAL INSTALLATION</u> <u>Qualified Electrician</u> Tenderer's are advised that a registered and qualified 3-phase electrician will be required to provide a electrical compliance certificate upon completion of the project			
	Carried Forward		R	
	Bill No. 9 Electrical Work Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward <u>Schedule of information</u> Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders. <u>Labelling & Colour Coding</u> The cost of labelling and colour coding must be included within the prices of the respective equipment. <u>Fixing of conduits</u> The fixing of conduits shall be as follows a) Build in conduits in wall chases with cement mortar and clamps b) Fix conduits on wall surfaces and in roof spaces with approved saddles c) Cast conduit in concrete surface beds or slabs d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles <u>Chasing</u> All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting		R	
Carried Forward Bill No. 9 Electrical Work Professional Services NDPW & I - Gqeberha Regional Office		R	

Brought Forward			R	
<u>Laying of electric cables</u>				
Excavate 600mm below finished ground level				
Encase the installed cable in river sand or sifted sand				
Mark the cable route with approved concrete cable markers				
<u>POWER SUPPLY</u>				
<u>EXCAVATIONS, ETC.</u>				
<u>"Soft excavations" for trenching including bedding, backfilling, compaction and disposal of surplus material.</u>				
1	Cable or sleeve trenches not exceeding 1m deep	m3	26	
2	Extra over excavations in 'earth' for cable or sleeve trenches in 'soft rock'	m3	2	
3	Extra over excavations in 'earth' for cable or sleeve trenches in 'hard rock'	m3	2	
<u>SUNDRIES</u>				
4	Cable marking tape	m	60	
5	Truncated pyramidal cable route markers	No	2	
<u>SLEEVES</u>				
<u>Unplasticised polyvinyl chloride (UPVC) sleeve piping including short lengths and jointing, laid in trench (trench and backfilling measured elsewhere)</u>				
6	32mm Diameter sleeve with draw wire	m	60	
<u>WORK INSIDE EXISTING DISTRIBUTION BOARD</u>				
Carried Forward			R	
Bill No. 9 Electrical Work Professional Services NDPW & I - Gqeberha Regional Office				

Brought Forward			R
<u>Installation of new circuit breaker:</u>			
7	20A Double pole 5kA mccb's	No	1
<u>ELECTRICAL SUPPLY</u>			
<u>PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep</u>			
8	6mm ² x 2 - Core	m	60
<u>Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lengths required</u>			
9	6mm ² x 2 - Core	No	2
<u>LIGHTING AND SMALL POWER</u>			
<u>Rigid PVC conduits</u>			
10	25mm Diameter	m	12
<u>GALVANISED CONDUIT</u>			
<u>Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)</u>			
11	32mm Diameter	m	60
<u>CONDUIT BOXES AND FITTINGS</u>			
12	100 x 50 x 50mm Deep box	No	2
13	60mm Round galvanised box	No	2
14	100 x 100 x 50mm Deep weather proof junction box	No	1
<u>CONDUCTORS</u>			
Carried Forward			R
Bill No. 9 Electrical Work Professional Services NDPW & I - Gqeberha Regional Office			

		Brought Forward			R
		<u>PVC insulated stranded copper conductors drawn into wireways</u>			
15	1,5mm ²	m	35		
16	2,5mm ²	m	35		
17	4mm ²	m	35		
		<u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u>			
18	16A, IP67 Single switched socket outlet with external waterproof box	No	1		
		<u>EARTHING AND BONDING OF THE COMPLETE LV DISTRIBUTION INSTALLATION</u>			
19	Allow for earthing and bonding of the steel structure, all as required by the applicable regulations and engineer's specification			Item	
		<u>TESTING AND COMMISSIONING</u>			
20	Allow for testing, balancing and commissioning the complete electrical installation			Item	
		<u>LIGHTNING PROTECTION SYSTEM</u>			
		<u>Lightning Protection System to Structures</u>			
	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 ² bare copper earth conductor at a depth of 400mm below ground level				
		Carried Forward			R
	Bill No. 9 Electrical Work Professional Services NDPW & I - Gqeberha Regional Office				

Brought Forward			R
21	2m long Cadweld type copper electrodes driven into the ground complete with brass coupling between rods, bonding clamps and earth joints.	No	14
22	70mm ² BCEW.	m	80
<u>Sundries</u>			
23	Allow for the installation of a 70mm ² 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	
24	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	
25	Allow for the testing of the completed system and the issue of a SABS prescribed certificate	Item	
26	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	
<u>DRAWINGS, MANUALS, DATASHEETS, ETC.</u>			
27	Allow for submission of shop drawings	Item	
28	Allow for submission of data sheets and physical samples of socket outlet prior to installation	Item	
29	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	
Carried to Summary			R
Bill No. 9 Electrical Work Professional Services NDPW & I - Gqeberha Regional Office			

Brought Forward			R
<u>Galvanised Cage for Pressure pump consisting of 50 x 50 x 5mm angle iron framework covered with 3mm thick expanded metal mesh, bolted to concrete surface bed.</u>			
2	Single cage 1000mm wide, 800mm long and 1000mm high internally.	No	1
3	100mm M13 expansion bolt	No	6
<u>Commissioning, Maintenance, etc</u>			
4	Allow for commissioning and testing of the installation		Item
5	Allow for 12 month maintenance and guarantee of the installation		Item
6	Allow for providing operating and maintenance manuals		Item
Carried to Summary			R
Bill No. 10 Mechanical Installation Professional Services NDPW & I - Gqeberha Regional Office			

[illegible]

T2.2: RETURNABLE SCHEDULE

**DECLARATION OF INTEREST AND TENDER'S PAST SUPPLY
MANAGEMENT PRACTICES (PA-11)**

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

RESOLUTION OF BOARD OF DIRECTORS (PA-15.1)

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

**RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO
CONSORTIA OR JOINT VENTURES (PA-15.2)**

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES
(PA-15.3)**

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022
(PA-16)**



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 Breakdown Allocation of Specific Goals Points



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

Table 1

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

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



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

Table 2

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

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

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

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

Table 3

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

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

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

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form

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

- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
transaction with rand value greater than R1 Million) which is at least 51% owned by black women				
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2	N/A	
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.	2	2	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

**CERTIFICATE OF INDEPENDENT BID DERTEMINATION
(PA-29)**

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	EASTERN CAPE: GQEERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS		
Bid no:	GQEQ-2025/2026- 063	Reference no:	14/1/3/1/1/6464/5050

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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

**DECLARATION OF DESIGNATED GROUPS
(PA-40)**

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: **GQEQ-2025/2026-063**

Name of Tenderer

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: GQEQ-2025/2026-063

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

**REGISTRATION ON NATIONAL TRASURY'S CENTRAL SUPPLIER
DATA BASE (CSD)**

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

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

Project title:	EASTERN CAPE: GQEBERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS.			
Tender / quotation no:	GQEQ-2025/2026-063	Closing date:	12 August 2025	
Advertising date:	18 July 2025	Validity period:	84 Calendar days	

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature Date

**SITE INSPECTION MEETING CERTIFICATE
DPW-16 (EC)**

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>EASTERN CAPE: GQEERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS.</i>		
Tender / Quotation no:	GQEQ-2025/2026-063	Reference no:	14/1/3/1/1/6464/5050
Closing date:	12 August 2025		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **29 July 2025**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

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

Project title:	EASTERN CAPE: GQEBERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS.		
Tender no:	GQEQ-2025/2026-063	Reference no:	14/1/3/1/1/6464/5050

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

**SCHEDULE OF PROPOSED SUB CONTRACTORS
DPW-15 (EC)**

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	EASTERN CAPE: GQEERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS.		
Tender no:	GQEQ-2025/2026-063	Reference no:	14/1/3/1/1/6464/5050

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

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

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

Name of representative	Signature	Capacity	Date

Name of organisation:	
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**PARTICULARS OF ELECTRICAL CONTRACTOR
DPW-22 (EC)**



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	EASTERN CAPE: GQEBERHA: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF WATER TANKS.		
Tender no:	GQEQ-2025/2026-063	Reference no:	14/1/3/1/1/6464/5050

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

Name of Tenderer	Signature	Date