



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

NGAKA MODIRI MOLEMA DISTRICT

Tel.: +27 (18) 388 4245/60
: [www.nwpg.gov.za/public works](http://www.nwpg.gov.za/public%20works)

PWR 75/22

INSTALLATION OF MODULAR LIBRARY

AT

MADIBE MAKGABANA VILLAGE IN

MAHIKENG LOCAL MUNICIPALITY

BY:

**The Head of Department
Dept. of Public Works and Roads
North West Province
Mmabatho
2735**

Name of Tender: _____

CONTRACT FUNCTIONALITY CRITERIA



No.	Functional Criteria - Tender Rating Matrix	Tender Rating (score 0 - 5)	B	C
		A	B	C
			Weighting	Tender Score (%) = (A X B) / 5
1	Company Experience	<p>5 or more building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach final completion certificates together with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.</p> <p>4 or more building projects greater than R 450 000.00construction value successfully completed in the last 5 years. As proof, attach final completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.</p> <p>3 or more building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach final completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.</p>	70	
		5		
		4		
		3		
		2		
		1		
		0		



THE MINIMUM THRESHOLD FOR PRE-QUALIFICATION IS 60%

2	BANK RATING	TOTAL SCORE (%)			
		A (As proof attach an original bank certificate with original bank stamp and signature)	5	30	
		B (As proof attach an original bank certificate with original bank stamp and signature)	4		
		C (As proof attach an original bank certificate with original bank stamp and signature)	3		
		D (As proof attach an original bank certificate with original bank stamp and signature)	2		
		E (As proof attach an original bank certificate with original bank stamp and signature)	1		
		NO attachments	0		

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	PWR 75/22	CLOSING DATE:	
DESCRIPTION		INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER	CODE	NUMBER	
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR	CSD No:

PREFERENCE POINTS WILL BE AWARDED IN LINE WITH THE DEPARTMENTAL SPECIFIC GOALS

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No	[IF YES ENCLOSE PROOF] <input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED? [IF YES ANSWER PART B:3 BELOW] <input type="checkbox"/> Yes <input type="checkbox"/> No
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
--	--

DEPARTMENT/ PUBLIC ENTITY	CONTACT PERSON	TELEPHONE NUMBER	FACSIMILE NUMBER	E-MAIL ADDRESS

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED), ONLINE OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS O THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICES OF THE STATE.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.

DATE

SUMMARY TABLE OF CONTENTS

PART T1 : TENDERING PROCEDURES	7
PART T2 : RETURNABLE DOCUMENTS	32
PART C1: AGREEMENT AND CONTRACT DATA.....	73
PARTC2 : PRICING DATA.....	99
PART C3 :SCOPE OF WORK	294
PART C4 :SITE INFORMATION.....	317

MAIN TABLE OF CONTENTS

TENDER	
PART T1 : TENDERING PROCEDURES	7
T1.1 Tender Notice and Invitation to Tender	8
T1.2 Tender Data	10
Annexure F : Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement	20
PART 2 : RETURNABLE DOCUMENTS	32
T2.1 List of Returnable Documents	33
T2.2 Returnable Schedules	34
CONTRACT	
PART C1: AGREEMENT AND CONTRACT DATA	73
C1.1: Form of Offer and Acceptance	78
C1.2: Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)	78
C1.3: Contract Data	80
C1.4: Form of Guarantee	94
PART C2: PRICING DATA	99
C2.1: Pricing Instructions	100
C2.2: Bills of Quantities	103
PART C3: SCOPE OF WORK	294
C3.1: PROJECT SCOPE OF WORK	295
PART A : GENERAL	297
PART B: HEALTH AND SAFETY SPECIFICATION	CD
TENDER DRAWINGS	CD
List of Drawings (For tendering purposes only)	CD
PART C4 : SITE INFORMATION	319
C4.2: General Information	318
C4.3: Locality Plan	319

TENDER

SECTION CONTENTS

PART T1 : TENDERING PROCEDURES	7
PART T2 : RETURNABLE SCHEDULES	32



public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

NGAKA MODIRI MOLEMA DISTRICT
Tel.: +27 (18) 388 4245/60
www.nwpg.gov.za/public-works
Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735
Eng : Malahlela L. L. – 018 388 4332
Control Works Inspector

PART T1 : TENDERING PROCEDURES

TENDER No. PWR 75/22
CIDB Category 3 GB or Higher
FOR
INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

SECTION CONTENTS

T1.1 Tender Notice and Invitation to Tender	8
T1.2 Tender Data.....	10
Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement.....	20

T1.1 Tender Notice and Invitation to Tender

TENDER No PWR 75/22

CIDB Category 3 GB or Higher

FOR

INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

NORTH WEST PROVINCIAL GOVERNMENT
THE DEPARTMENT OF PUBLIC WORKS AND ROADS

Tender No PWR 75/22

Tender Notice and Invitation to Tender

"Refer to <https://registers.cidb.org.za/PublicTenders/TenderSearch>"

T1.2 Tender Data

TENDER No. PWR 75/22

CIDB Category 3 GB or Higher

FOR

INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See <http://www.cidb.org.za/Documents/Stand Codes Other/Stand Codes gg33239 28May 2010.pdf>) which are reproduced without amendment or alteration for the convenience of tenderers as Annexure F to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause Tender Data

number

F.1.1 The employer is the Department of Public Works and Roads, North West Provincial Government.

F.1.2

For this contract the **three volume** approach is adopted. The tender document issued by the employer comprises:

PART T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data.

Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement

PART T2 RETURNABLE SCHEDULES

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

PART C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

PART C3 SCOPE OF WORK

Clause number	Tender Data
C3.1 Project Scope of Works	
C3.2 Tender drawings	
	PART C4 SITE INFORMATION
	C4.1 General information
	C4.2 Locality Plan
F.1.4	<p>The employer's agent is:</p> <p>Mr. Sethapi O. P.</p> <p>Departmental Project Manager</p> <p>Private Bag X 2080, Mmabatho, 2735</p> <p>Tel: 018 388 4566</p> <p>Email: OSethapi@nwpg.gov.za</p>
	The language of communication is English
F.1.5.3	<p>The Provincial Supply Chain Management Office, North West Province is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the closure of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 GB class of construction work, are eligible to submit tenders.</p>
	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 3 GB or Higher class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 3 GB or Higher class of construction work.
F.2.1.1	<p>The CIDB grading given here is only a guideline. Contractors are required to be registered in the particular grading arising from the tender sum from the priced bills of quantities for their tenders to be considered responsive should the grading be found to be different.</p>
F.2.1.1.1	<p>Only those tenderes who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>Only those tenderers who score the minimum score in respect of the quality criteria stated in 5.1.1.7 of this Tender Data shall be considered responsive and have their tenders evaluated further.</p>

- a) CIBD registration
- (1) The employer is satisfied that such a contractor has the potential to develop and provisions to be the CIBD Specification for Social and Economic Deliverables in Construction Works Contractors, and
- The following tenders who are registered with the CIBD, or are capable of being so registered
- Only those tenders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
- F.2.1.2 The tenderer and each party to a Consortium/ Joint Venture/ Sub-Contractors must attach their Valid Tax pin from the Receiver of Revenue
- If the Tax Pin is found to be incorrect, the Provincial Supply Chain Management Office may, in addition to any other remedy it may have: -
- (i) Recover from the Contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or
- (ii) Cancel the contract and claim any damages which the State may suffer by having to make less favourable arrangements after such cancellation; and/or
- (iii) As provided for in the Provincial Supply Chain Management Office Regulation, impose on the Contractor a penalty not exceeding 5% of the value of the contract.
- b) National Treasury Central Supplier Database
- Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 working days after the closing date for tender submissions will not be considered.
- c) Local content (Form C5)
- Only locally produced or locally manufactured products and components for construction with minimum threshold for local content and production as stipulated in Form C5 will be considered.
- d) Financial viability
- Tenderers who are under business rescue or liquidation.
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
- Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
- A person who is suitably qualified and experienced to comprehend the implications of the work involved shall represent the tenderer at the site visit/information meeting. If the tenderer or his representative does not attend the site inspection/information meeting, the tenderer will be disqualified.

Clause number	Tender Data
F2.10.5	The tendered rates and prices shall not be subjected to Contract Price Adjustment.
F2.11.2	<p>Tenders submitted in accordance with these tender documents shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the engineer as early as possible before submission of a tender. Should any query be found to be of significance, all tenderers will be informed accordingly by the engineer as early as possible. Tenders shall not be qualified by the conditions of tender of the tenderer himself. Failure to comply with this requirement may cause the tender to become invalid.</p> <p>Should the tenderer, notwithstanding the above, wish to make any amendment or qualification of the tender documents, such amendment or qualification shall be set out explicitly in full details on Form A4. Any qualification or amendment not set out on the prescribed form will not have any force and effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in or to be inferred from a program and submitted with any tender will not have any force and effect unless set out in writing in accordance with the above requirements.</p> <p>No alternative tender will be considered unless a tender that is unqualified and strictly according to the tender documents is also submitted.</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.</p> <p>F.2.13.4.1 A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.</p>

Clause number	Tender Data
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Old parliament building, entrance next to security checking point, District Office, Department of Public Works and Roads, Mmabatho</p> <p>Physical address: Department of Public Works and Roads, Modiri Molema Road, Old Parliament Complex, Ngaka Modiri Molema District Office, Mmabatho, 2735</p> <p>Identification details: The tenderer must clearly indicate the contents on the front of the envelope, with the following details:</p> <p>(i) Tender No PWR 75/22: INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR</p> <p>(ii) The closing date of the tender. As per the tender advert at 11:00</p> <p>(iii) The name and address of the tenderer.</p> <p>The two envelope system will not be allowed for this Tender</p>
F.2.15.2	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16.1	The tender offer validity period is 90 days calculated from the tender closure date.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for inspections, tests and analysis as and when is required by the Employer or the Agent:
F.2.20.1	The employer does not require any tender security, but the tenderers must note the terms contained in the contract data with regard to the forms of guarantee required for the due fulfilment of the contract.
F.2.23	<p>The tenderer is required to submit with his tender; proof of valid Contractor Registration issued by the Construction Industry Development Board; and an original valid Tax Clearance Certificate issued by the South African Revenue Services.</p> <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p> <p>Similarly each partner in a Joint Venture is required to submit an original valid Tax Clearance Certificate in accordance with this requirement.</p>
F.3.4	Tenders will be opened immediately after the closing time for tenders at the Old parliament building, at the entrance next to security checking point, District Office, Department of Public Works and Roads, Mmabatho

Clause number	Tender Data
----------------------	--------------------

Site visit and clarification meeting

The arrangements for a compulsory site inspection visit and clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.3.11 EVALUATION OF TENDER OFFERS

Ownership and locality as specific goals

A maximum of 20 points (80/20 preference points system) may be allocated. Bidder may score preference points based on company ownership. If an organ of state applies ownership as specific goal, the Department may advertise the tender with a specific tendering preferential procurement requirements that in order for tender to claim 20 points for specific goals, a tendering company must have the following ownership:

Race, (HDI)

Specific goals	Details	Preference Points
Ownership	Enterprise owned by black people (HDI) (minimum ownership = 51%)	8
Locality	Located within North West	4
	Ngaka Modiri Molema District	6
	Other provinces	2

Ownership – minimum ownership of 51%
CK Certificate
Proof of Ownership
Joint Venture Agreement

Locality – as proof attached - Lease agreement or *Proof of residence* or Title Deed or letter of occupancy from the Tribal Authority or any other verifiable proof.

Non-compliance or any misrepresentation will result that bidders forfeiting preference points.

Prequalification / Quality Criteria

Tenderers will be assessed based on the prequalification criteria as set out in the table below. Tenderers **scoring less than 60% will be considered non-responsive**.

Tenderers shall fill in the relevant information on the Prequalification / Quality Criteria Schedules in Part T2 and this information shall be used to award points for functionality on the following basis per category:

**Clause
number**

Tender Data

No.	Functionality Criteria - Tender Rating Matrix		A	B	C
			Tender Rating (score 0 - 5)	Weighting	Tender Score (%) = (A X B) / 5
1	Company Experience	5 or more building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach final completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.	5	70	
		4 building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach final completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.	4		
		3 building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach fcompletion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.	3		
		2 building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach final completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.	2		
		1 building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach final completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.	1		
2	9BANK RATING	A (Bank rating certificate with the original bank stamp and signature must be attached)	5	30	
		B (Bank rating certificate with the original bank stamp and signature must be attached)	4		
		C (Bank rating certificate with the original bank stamp and signature must be attached)	3		

Clause number

Tender Data

	D ((Bank rating certificate with the original bank stamp and signature must be attached)	2	
	E (Bank rating certificate with the original bank stamp and signature must be attached)	1	
	TOTAL SCORE (%)		

THE MINIMUM THRESHOLD FOR PRE-QUALIFICATION IS 60%

Tender Evaluation Process

STEP 1 Minimum content in the preparation of tender/ bid documentation	Conditions and special conditions of tender (inclusive of tender strategies, social and economic development conditions – not local contents as defined in the PPPFA Regulations of 2017, but social and economic development as defined in organ of state's PPPFA Policy (constitution, section 152 (c) and PPPFA section 2(1)	
	Legislative and legal requirement	
	Minimum specification	
	Functionality requirement	
	Preference requirement	
	Evaluation mechanism to be applied	
STEP 2 Evaluation process following a phased approach		
	Phase A	Acceptable tender as per PPPFA section 1 – Compliance with conditions and special conditions, legislative and legal requirement, and minimum specification
	<i>If responsive move to</i>	
	Phase B	Functionality scoring – must meet threshold requirements as per PPPFA Regulation 4
	<i>If responsive move to</i>	
	Phase C	Price and preference scoring, as per DPWR Supply Chain Policy
<i>Once scored and listed in order of points, move to</i>		

**Clause
number**

Tender Data

	Phase D	Phase D – Consideration of additional objective criteria as per section 2(1)(f)
--	----------------	---

F2.16

Tender offer validity

The tender offer shall be valid for **90** days

F3.11.3

The procedure for evaluation of responsive tender offers shall be: **Method 3: Financial offer and quality.**

F.3.8

Tender offers will only be accepted if:

- a) The tenderer has in his or her possession **an original valid Tax Clearance Certificate** issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) The tenderer **is registered with the Construction Industry Development Board (CIDB)** in an appropriate contractor grading designation and is not suspended;
- c) The tenderer **is registered with the Central Supplier Database (CSD)** and is in good standing. Tenderer to provide CSD registration summary report with the tender
- d) The tenderer or any of its directors is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) The tenderer and each party to a Consortium / Joint Venture has in his or her possession **an original certified Letter of Good Standing**
- f) The tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect; and
 - iii) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.17

The number of paper copies of the signed contract to be provided by the employer is one (1).

F.3.18

Subcontracting is a condition in the tender (Tenderers who fail to comply with this requirement would be disqualified **N/A**

F.3.19

Local Production and Content is a condition in the tender (Tenderers who fail to comply with this requirement would be disqualified

Local production and Content – only bids that achieve the minimum stipulated threshold for local production and content must be evaluated further.

Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or rescue themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
 - c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
 - d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
 - e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
 - f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes(except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

Furthermore, sub-clause F2.17 does not include requests for information not submitted as part of the returnable schedule. Clarity is only sourced on ambiguous information provided. In the event of ALL tenderers being rendered non-responsive information to complete the returnable schedule will be sourced from ALL tenderers which is to be submitted within 3 days.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), Preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

The two-envelope system is not applicable

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract; or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other correction required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer **N/A**

F.3.11.3 Method 2: Financial offer and preference **N/A**

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences **N/A**

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two (2) decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data. **Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + (P - P_m)/P_m)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m)/P_m)$	$A = P_m / P$

^a

*P_m is the comparative offer of the most favourable comparative offer.
P is the comparative offer of the tender offer under consideration.*

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:

S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,

- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

NGAKA MODIRI MOLEMA DISTRICT

Tel.: +27 (18) 388 4245/60
: [www.nwpg.gov.za/public works](http://www.nwpg.gov.za/public%20works)

Enq : Malahlela L. L. – 018 388 4332
Control Works Inspector

PART 2: RETURNABLE DOCUMENTS

TENDER No PWR 75/22

FOR

INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

SECTION CONTENTS

T2.1 List of Returnable Documents	33
T2.2 Returnable Schedules	34

NORTH WEST PROVINCIAL GOVERNMENT
THE DEPARTMENT OF PUBLIC WORKS AND ROADS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable schedules:

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
 - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A-F)
 - A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)
2. Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
5. Should a tenderer wish to offer a different period of completion than that required by the Employer, it shall be submitted as an alternative tender.
6. If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced Pricing Schedule and supporting documents.
7. A retention money guarantee will be considered for acceptance in lieu of cash deductions provided that the tenderer submits his proposal as an alternative tender indicating the discount he proposes to give.
8. These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorised signatory.

TENDERERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES WILL RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE

T2.2 Returnable Schedules

FORM 1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	35
FORM 2:	SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER.....	36
FORM 3:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	37
FORM 4:	CENTRAL SUPPLIER DATABASE NUMBER AND TAX COMPLIANCE PIN REQUIREMENTS	38
FORM 5:	CERTIFICATE OF INSURANCE COVER	39
FORM 6:	TENDERER'S BANK DETAILS	40
FORM 7:	CERTIFICATE OF TENDERER'S LITIGATION HISTORY...	41
FORM 8:	SCHEDULE OF CURRENT COMMITMENTS	42
FORM 9:	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014.....	43
FORM 10:	CERTIFICATE OF REGISTRATION WITH CIDB.....	44
FORM 11:	CERTIFICATE OF TENDER COMPLIANCE.....	45
FORM 12:	ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS.....	46
FORM 13:	COPIES OF COMPANY REGISTRATION DOCUMENTS....	47
FORM 14:	CONTRACTOR'S ESTABLISHMENT ON SITE.....	48
FORM 15:	JOINT VENTURE COMMITMENT.....	49
FORM 16:	SCHEDULE OF WORK EXPERIENCE	50
FORM 17:	SCHEDULE OF CONTRACTOR'S EQUIPMENT	51
FORM 18:	SCHEDULE OF CONTRACTORS KEY PROJECT PERSONNEL	52
FORM 19:	PREFERENTIAL PROCUREMENT 30% SUBCONTRACTING FOR THE PROCUREMENT ABOVE R30 MILLION.....	57
FORM 20:	INDICATIVE CONSTRUCTION PROGRAMME	52
FORM 21:	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE ..	52
FORM 22:	QUALITY ASSURANCE	52
FORM 23:	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8).....	53

FORM 1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on

Mr/Ms ,
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

PWR 75/22: INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

and any contract which may arise therefrom on behalf of *(enter name of tenderer in block capitals)*

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:
SIGNATURE SIGNATURE

.....
NAME (PRINT) NAME (PRINT)

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 interest¹ 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

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

- 3.6 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

FORM 2: SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER

Notes to tenderer:

1. The postulated tender **MUST** be priced.
2. When submitting an alternative tender (including an alternative contract period), the contents of notes 5 and 6 under "Notes to tenderer" under Part T2: Returnable Schedules, shall be followed.
3. In addition, condition F.2.12 of Part T1.3: Tender Data, shall be followed when submitting an alternative/qualifying tender.

Page	Description

SIGNED ON BEHALF OF TENDERER:

FORM 3: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

SIGNED ON BEHALF OF THE TENDERER:

FORM 4: CENTRAL SUPPLIER DATABASE NUMBER AND TAX COMPLIANCE PIN REQUIREMENTS

SBD 2

It is a condition of bid that the tenderer should be registered with the Central Supplier Database (CSD) and all taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The tenderer must submit a full print out of proof of registration with the **National Treasury Central Supplier Database (CSD) (not older than 14 days prior bid closure)** and their unique **Personal Identification Number (PIN)** issued by SARS together with the Bid.

In bids where Consortia/ Joint Ventures/ Sub-contractors are involved; each party **must** submit a separate proof of **TCS/ PIN/ and CSD** number

The proof of registration may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the document is not included in the document, the tender will be regarded as being **non-responsive**.

FORM 5: CERTIFICATE OF INSURANCE COVER

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Insurance for Works and Contractor's Equipment
Company:
Value:
 - Insurance for Contractor's Personnel
Company:
Value:
 - General public liability
Company:
Value:
 - SASRIA
Company:
Value:

SIGNED ON BEHALF OF THE TENDERER:

FORM 6: TENDERER’S BANK DETAILS

Notes to tenderer:

- 1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank’s letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer’s offer unresponsive in terms of tender condition F.3.8.
- 2. The tenderer’s banking details as they appear below shall be completed.
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i) Name of Account Holder:.....
- ii) Account Number:.....
- iii) Bank name:
- iv) Branch Number:
- v) Bank and branch contact details.....
.....

SIGNED ON BEHALF OF THE TENDERER:

FORM 7: CERTIFICATE OF TENDERER'S LITIGATION HISTORY**Note to tenderer:**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other litigating party	Dispute	Award value	Date resolved

*Failure to provide or disclose the required information will render the tenderer's offer non-responsive in terms of tender condition F3.8. (Please visit saflii.org.za to evaluate your status).

SIGNED ON BEHALF OF THE TENDERER:

FORM 8: SCHEDULE OF CURRENT COMMITMENTS**Notes to tenderer:**

1. The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 contracts and 20 tenders. If a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

TABLE 1 CONTRACTS AWARDED				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

SIGNED ON BEHALF OF THE TENDERER:

**FORM 09: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY
ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014**

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer’s misrepresentation.

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COIDA) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

The tenderer to ensure that the Occupational Health and Safety section of the Bills of Quantities is priced in full

SIGNED ON BEHALF OF THE TENDERER:

FORM 10: CERTIFICATE OF REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:.....

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF THE TENDERER:.....

FORM 11: CERTIFICATE OF TENDER COMPLIANCE**Note to tenderer:**

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope

FORM NO	FORM DESCRIPTION	TICK IF COMPLETED
1	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
2	SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER	
3	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
4	SBD 2 CENTRAL SUPPLIER DATABASE NUMBER AND TAX COMPLIANCE PIN	
5	CERTIFICATE OF INSURANCE COVER	
6	TENDERER'S BANK DETAILS	
7	CERTIFICATE OF TENDER'S LITIGATION HISTORY	
8	SCHEDULE OF CURRENT COMMITMENTS	
9	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014	
10	CERTIFICATE OF REGISTRATION WITH CIDB	
11	CERTIFICATE OF TENDER COMPLIANCE	
12	ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS	
13	COPIES OF COMPANY REGISTRATION DOCUMENTS	
14	CONTRACTORS ESTABLISHMENT ON SITE	
15	JOINT VENTURE COMMITMENT	
16	SCHEDULE OF CONTRACTORS EQUIPMENT	
17	SCHEDULE OF CONTRACTORS KEY PROJECT PERSONNEL	
18	PREFERENTIAL PROCUREMENT 30% SUBCONTRACTING FOR THE PROCUREMENT ABOVE R30 MILLION	N/A
19	INDICATIVE CONSTRUCTION PROGRAMME	
20	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	N/A
21	QUALITY ASSURANCE	
22	ANNEXURE C: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
23	SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
24	SBD 8 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	N/A

SIGNED ON BEHALF OF THE TENDERER:

**FORM 12: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES
IDENTITY DOCUMENTS**

The tenderer shall attach to this page **original certified** copies of the directors / members trustees identity documents of the tendering entity.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Note: Failure to provide or disclose the required information will render the tenderer's offer non-responsive in terms of tender condition F3.8.

SIGNED ON BEHALF OF THE TENDERER:

FORM 13: COPIES OF COMPANY REGISTRATION DOCUMENTS

The tenderer shall attach to this page copies of the registration documents of the tendering entity.

Any of the following documents for the tendering entity is sufficient:

CK1: Founding Statement for a Close Corporation.

CK2: Amended founding statement for a Close Corporation.

CM1: Certificate of Incorporation for a company.

CM2: Memorandum of Association for a company.

CM9: Certificate of Change of name for a company.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Note: The tender should ensure that the documents submitted fulfil the following criteria:

1. Name of active directors/members appear on the documents
2. Identification documents correspond with active directors/members.

If the above criteria are not met the tender offer will be rendered non-responsive in terms of tender condition F3.8.

SIGNED ON BEHALF OF THE TENDERER:

FORM 14: CONTRACTOR'S ESTABLISHMENT ON SITE

Note to Tenderer:

If the tenderer should require additional compensation for his obligations (over and above the total tendered for in the preliminaries) by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter to be attached to this form.

Should the combined, extended total tendered for in the preliminaries, the contractor's general obligations:

- a) Fixed obligations
- b) Value-related obligations
- c) Time-related obligations

shall not exceed a maximum of 15% of the tender sum (Excluding Contingencies, Escalation and VAT).

If 15% maximum allowance are exceeded the tenderer's offer will be rendered non-responsive in terms of tender condition F.3.8.

SIGNED ON BEHALF OF TENDERER:

FORM 15: JOINT VENTURE COMMITMENT

Tenderers who are Joint Ventures shall complete this form.

The commitment and type of work to be performed by the joint venture partner(s) shall be entered into the table below:

JOINT VENTURE COMPANY NAME(S)	VALUE OF WORK TO BE ASSIGNED (R VALUE)	NATURE OF WORK TO BE ASSIGNED	PROPORTION HOLDING IN JV AGREEMENT (%)

JOINT VENTURES SHALL ATTACH THEIR JOINT VENTURE AGREEMENT TO THIS PAGE

Note: Failure to submit the joint venture agreement will result in the tender offer being non-responsive in terms of tender condition F.3.8.

SIGNED ON BEHALF OF THE TENDERER:

FORM 16: SCHEDULE OF WORK EXPERIENCE**Note to tenderer:**

The tenderer shall enter in the spaces provided below a complete list of the last five or more projects greater than R450 000.00 construction value successfully completed in the last five years.

As proof attach final completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender.

EMPLOYER (NAME, TEL NO & FAX NO)	CONSULTANT (NAME, TEL NO & FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

SIGNED ON BEHALF OF THE TENDERER:

FORM 17: SCHEDULE OF CONTRACTOR'S EQUIPMENT

Note to tenderer:

State with relevant symbol in the availability column.

The tenderer shall state below what constructional plant will be immediately available for this contract, what constructional plant will become available by virtue of outstanding orders, and what further constructional plant will be acquired or hired for the work should he be awarded the contract.

- a) CONSTRUCTIONAL PLANT IMMEDIATELY AVAILABLE (I)
- b) CONSTRUCTIONAL PLANT ON ORDER (O)
(State details of arrangements made, with delivery dates)
- c) CONSTRUCTIONAL PLANT THAT WILL BE ACQUIRED OR HIRED (H)
(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER	AVAILABILITY

SIGNED ON BEHALF OF TENDERER:

FORM 18:	<u>SCHEDULE OF CONTRACTORS KEY PROJECT PERSONNEL</u>	N/A
FORM 19:	<u>PREFERENTIAL PROCUREMENT 30% SUBCONTRACTING FOR THE PROCUREMENT ABOVE R30 MILLION</u>	N/A
FORM 20:	<u>INDICATIVE CONSTRUCTION PROGRAMME</u>	N/A
FORM 21:	<u>SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE</u>	N/A
FORM 22:	<u>QUALITY ASSURANCE</u>	N/A

**FORM 23: ANNEXURE C: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

SBD 6.1

**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

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 preference point system.

- a) The 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 (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a 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 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{80/20 \cdot Pt - P_{max}}{P_{max}} \right)$$

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 below 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 1: Specific goals for the tender and points claimed are indicated per the table below.

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 (80/20 system) (To be completed by DPWR)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership: Enterprise owned by black people (HDI) (minimum ownership = 51%)	8	
Locality: Located within North West	6	
Locality: Ngaka Modiri Molema District	4	
Locality: Other Provinces	2	

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:

FORM 24: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Item	Description of services, works or goods	Stipulated minimum threshold
BUILDING WORKS		
Bill No. 3 item 8	• Galvanised sheet	100%
Bill No. 3 item 9	• Steel reinforcement	100%
Bill No. 3 item 10	• Steel reinforcement	100%
Bill No. 3 item 11	• Fabric reinforcement	100%
	•	
Bill No. 4 item 2	• Brick reinforcement	100%
	•	
Bill No. 7 item 7	• Galvanised pipe	100%
Bill No. 7 item 8	• Galvanised pipe	100%
Bill No. 7 item 9	• Galvanised pipe	100%
Bill No. 7 item 10	• Galvanised pipe	100%
Bill No. 7 item 12	• Cast iron	100%
EXTERNAL WORKS		
Bill No. 1 item 6	• Galvanised mesh	100%
Bill No. 1 item 7	• Galvanised poles	100%
Bill No. 1 item 8	• Galvanised poles	100%
Bill No. 1 item 9	• Galvanised gates	100%
Bill No. 1 item 10	• Galvanised gates	100%
Bill No. 2 item 15	• Galvanised sheets	100%
Bill No. 2 item 16	• Steel poles	100%
Bill No. 2 item 17	• Steel tubing	100%
Bill No. 2 item 18	Steel purlins	100%
ELECTRICAL WORKS		
Bill No. 1 item 1	• Electrical cables	90%
Bill No. 1 item 4	• Electrical cables	90%
Bill No. 1 item 5	• Galvanised bolts	100%
Bill No. 1 item 6	• Steel earth spike	100%
Bill No. 1 item 7	• Galvanised pipe	100%
Bill No. 1 item 18	• Steel stand	100%
Bill No. 1 item 36	• Steel stand pipe	100%
Bill No. 1 item 38	• Garden tap	100%
Bill No. 1 item 39	• Reinforcement	100%

****NB: ONLY BIDS THAT ACHIEVE THE MINIMUM STIPULATED THRESHOLD FOR LOCAL PRODUCTION AND CONTENT WILL BE EVALUATED FURTHER IN ACCORDANCE WITH THE 90/10 PREFERENCE POINTS SYSTEM PRESCRIBED IN PREFERENTIAL PROCUREMENT REGULATION 8**

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.isp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

PWR 108/15

(C1) Tender No.
(C2) Tender description:
(C3) Designated product(s)
(C4) Tender Authority:
(C5) Tendering Entity name:
(C6) Tender Exchange Rate:
(C7) Specified local content %

Pula

0

EU

0

GBP

0

Note: VAT to be excluded from all calculations

Bill Page No.	Tender item no's		List of items	Calculation of local content					Tender summary				
				Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

ELECTRICAL WORKS	Bill No. 1 item 1	Electrical cables						100%				
	Bill No. 1 item 4	Electrical cables						100%				
	Bill No. 1 item 5	Galvanised bolts						100%				
	Bill No. 1 item 6	Steel earth spike						100%				
	Bill No. 1 item 7	Galvanised pipe						100%				
	Bill No. 1 item 18	Steel stand						100%				
	Bill No. 1 item 38	Steel stand pipe						100%				
	Bill No. 1 item 38	Garden tap						100%				
	Bill No. 1 item 39	Reinforcement						100%				
									(C20) Total tender value			
									(C21) Total Exempt imported content			
									(C22) Total Tender value net of exempt imported content			
									(C23) Total Imported content			
									(C24) Total local content			
									(C25) Average local content % of tender			

Signature of Tenderer

Date:

		Annex E		SATS 1286.2011
Local Content Declaration - Supporting Schedule to Annex C				
(E1) Tender No.	PWR 108/15	Note: VAT to be excluded from all calculations		
(E2) Tender description:				
(E3) Designated products:				
(E4) Tender Authority:				
(E5) Tendering Entity name:				
Local Products (Goods, Services and Works)		Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
		Galvanised sheet		
		Steel reinforcement		
		Fabric reinforcement		
		Brick reinforcement		
		Galvanised pipe		
		Cast iron		
		Galvanised mesh		
		Galvanised poles		
		Galvanised gates		
		Steel poles		
		Steel tubing		
		(E9) Total local products (Goods, Services and Works)		
(E10)	Manpower costs (Tenderer's manpower cost)			R -
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)			R -
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)			R -
		(E13) Total local content		
		This total must correspond with Annex C - C24		
Signature of tenderer from Annex B				
Date:				



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

NGAKA MODIRI MOLEMA DISTRICT

Tel.: +27 (18) 388 4245/60
: [www.nwpg.gov.za/public works](http://www.nwpg.gov.za/public%20works)

Enq : Malahlela L. L. – 018 388 4332
Control Works Inspector

CONTRACT

SECTION CONTENTS

PART C1: AGREEMENT AND CONTRACT DATA.....	69
PART C2: PRICING DATA.....	95
PART C3: SCOPE OF WORK.....	293
PART C4 : SITE INFORMATION	307



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

NGAKA MODIRI MOLEMA DISTRICT

Tel.: +27 (18) 388 4245/60
: [www.nwpg.gov.za/public works](http://www.nwpg.gov.za/public%20works)

Enq : Malahlela L. L. – 018 388 4332
Control Works Inspector

PART C1: AGREEMENT AND CONTRACT DATA

TENDER No. PWR 75/22

CIDB Category 3 GB or Higher

FOR

INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

SECTION CONTENTS

C1.1:	Form of Offer and Acceptance.....	70
01.2:	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)	74
C1.3:	Contract Data	76
C1.4:	Form of Guarantee	90

C1.1: FORM OF OFFER AND ACCEPTANCE

Tender No: PWR 75/22

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR**

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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words):	
Rand in figures:	R

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:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
---	----	---

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

Tender no: PWR 08/15

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 contact 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) **select** 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) **select** Yes ☐

No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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.

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.

Tender: **PWR 75/22**

The terms of the contract, are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he 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

Name of Organization:	Department of Public Works Roads and Transport North West
Address of Organization:	

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.

C1.2 Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

THIS AGREEMENT made at on this the day of in the year..... between **NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS** (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz. **INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR**, and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of the relevant clauses of the Conditions of Contract (hereinafter referred to as "the JBCC"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v) Construction Regulations 2014, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force

whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS:

1.	2.
NAME(Print):	NAME(Print):

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS:

1.	2.
NAME (Print):	NAME(Print):

C1.3: Contract Data

This document identifies which standard conditions of contract are applicable, and together with contract specific data, establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract

CONTRACT DATA FOR PWR 75/22:INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. 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</p> <p>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. Key cross reference clauses are italicised in <i>[]</i> brackets</p>
--	---

42.0	Part 1: Contract Data completed by the Employer:
------	---

42.1	CONTRACT AND OTHER PARTIES
42.1.1	<p>Employer:</p> <p>Government of the Republic of South Africa in its Department of Public Works and Roads North West Province.</p> <p>Postal address: Private Bag X2080 Mmabatho 2735</p> <p>Tel: +27 (0)18 388 4245/60 Fax:</p> <p>[1.2] Physical address: Ngaka Modiri Molema Road Old Parliament Complex District Office Mmabatho 2735</p>

42.1.2	Principal Agent: Postal address: Tel: Fax:
[1.1]	Representative of the Employer: Mr. Sethapi O. P. Postal address: Private Bag X2080 Mmabatho 2735 Tel: +27 (0)18 388 4566 Fax:
42.1.3 [1.1,5.2]	Agent (1) Postal address: Tel: Fax:
42.1.4 [1.1,5.2]	Agent (2) Agent's service: Physical address: Tel: Fax:
42.1.5 [1.1,5.2]	Agent (3) Agent's service: Tel: Fax:
42.1.6 [1.1,5.2]	Agent (4)

	Agent's service: Tel: Fax:
42.1.7 [1.1,5.2]	Agent (5) Agent's service: Tel: Fax:
42.1.8 [1.1,5.2]	Agent (6) N/A Agent's service: Postal address: Tel: Fax:
42.1.9 [1.1,5.2]	Agent (7) N/A Agent's service: Postal address: Tel: Fax:

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work
42.2.2 [1.1]	Site description: Refer to document C4 – Site Information
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :

[1.1 #] [31.11.2 #] [31.12.2#] [11.2.#]	1. Interest rate legislation: The interest rate applicable will be 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) 2. Lateral support insurance to be effected by the contractor: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
--	---

	<p>For the sum of R (N/A)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.4 [11.2 #, 12.1 #]</p>	<p>Support insurance to be effected by the contractor</p> <p>For the sum of R (N/A)</p> <p>With a deductible of R (N/A)</p>
42.4	DOCUMENTS
<p>42.4.2 [3.7]</p>	Three (3) copies of the construction documents will be supplied to the contractor free of charge
<p>42.4.3</p>	<p>Bills of quantities document drawn up in accordance with:</p> <p>Standard System of Measuring Building Work (sixth edition as amended)</p>
<p>42.4.5 [3.4]</p>	JBCC Engineering General Conditions are to be included in the contract documents: No
<p>42.4.6 [31.5.3] [32.13]</p>	<p>The contract value is to be adjusted using CPAP indices: YES</p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1. Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2. All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3. With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4. Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5. Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p>

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

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

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

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

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)

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

SECURITY – means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement and Preliminaries** applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents

10.5 Add the following as 10.5

Damage to the works

1. Without in any way limiting the **contractor's** obligations in terms of the contract, 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

2. The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
3. The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
4. Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

1. The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
2. The **contractor** shall be liable for and hereby indemnifies the **employer** against any 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
3. The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
4. The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
5. Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
6. The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might

	<p>result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the 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</p> <p>10.7.2 Injury to persons or loss of or damage to property</p> <p>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</p> <p>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</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p>
	<p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>14.1 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)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p>

	<p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 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 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar 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 twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p>
	<p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.1.1 No clause

15.1.2 The **security** selected in terms of 14.0

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days of commencement date**

15.2.1 Under 41: Amend to read as follows:

"Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"

20.1.3 No clause

21.0 No clause

26.1.2 Add # next to 26.1.2

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 or 31.8

31.8 Amend as follows:

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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

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

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

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

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

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

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

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

31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."

32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the
32.5.4 contractor"
and
32.5.7

34.1 Remove #

34.2 Add # next to 34.2

34.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** in the **final payment certificate**

34.13 Replace "seven (7) **calendar days**" with "thirty one (31) **calendar days**" and delete the words: "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:

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

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

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

36.3 Remove reference to "No clause", and replace "**principal agent**" with "**employer**"

36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this

37.5 **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, and the **contractor** shall on written instruction, discontinue with the **works** on a date stated

38.7 and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"

37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"
and
38.5.4

39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report"

40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"

40.6 under clause 41 – Remove reference to no clause

	<p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
--	--

42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of : Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>1. cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p>

	<p>2. variable construction guarantee of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>3. payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>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 <input type="checkbox"/> No <input type="checkbox"/></p> <p>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 <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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.</p>
42.5.8 [29.7.2	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

42.6	DOCUMENTS
42.6.1	<p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Lump sum document: : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

C1.3: Form of Guarantee

FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

The Chief Director
Department of Public Works and Roads
Private Bag X 2080
Mmabatho
2735

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT

IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Roads - North West, (hereinafter referred to as the "**employer**"), Contract/Tender No: **PWR 75/22**, for the **INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR** (hereinafter referred to as the "contract") in the amount of R _____, (**insert amount in words**.....), (hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (**insert amount in words**.....) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This undertaking is neither negotiable nor transferable, and
- (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**; and
 - (c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

_____ (insert
the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked
Annexure A)

DATE: _____

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

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: _____

**VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL
BUILDING AGREEMENT (Edition 4.1 of March 2005)**

The Chief Director
Department of Public Works and Roads
Private Bag X 2080
Mmabatho
2735

Sir,

**VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF
JBCC 2000 (4.1 EDITION MARCH 2005)**

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works North West, (hereinafter referred to as the "**employer**"), Contract/Tender No: **PWR 75/22**, for the **INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR** (hereinafter referred to as the "contract") in the amount of R,
(.....) (hereinafter referred to as the **contract sum**),

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R,
(.....) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be reduced as follows:
- a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - b) From and including the day after the date of the last **certificate of practical completion** and up to and including the date of the last **final completion** certificate, the **guarantor's** liability will be reduced to 3% of the value of the works (excluding VAT);
 - c) From and including the day after the date of the last **final completion** certificate and up to and including the date of settlement of the amount in the last final **payment certificate**, the **guarantor's** liability will be reduced to 1% of the value of the works (excluding VAT);
 - d) This guarantee shall expire on the date of payment of the amount in the last final payment certificate.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This undertaking is neither negotiable nor transferable, and
 - a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - b) shall lapse in accordance with clause 2(d) above; and
 - c) shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

_____ (insert
the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached
marked Annexure A)

DATE: _____

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

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: _____

PART C2: PRICING DATA

SECTION CONTENTS

C2.1:	Pricing Instructions	96
C2.2:	Bills of Quantities.....	99

C2.1: Pricing Instructions

Provides the criteria and assumptions, which it will be assumed (in the contract) that the tenderer has taken into account when developing his prices.

This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents. For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them.

Unit The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

Bill of Quantities

1 Measurement and payment shall be in accordance with the relevant provisions of the Standard System for Measuring Building Works (latest edition), subject to the following amendments and additions:

2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² -pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic metre	MN.m	=	mega newton-metre
m ³ -km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	mega Pascal	kW	=	kilowatt

3 For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit :	The unit of measurement for each item of work as defined in the Standard System of Measuring Building Works.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

5 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and for all the risks, obligations and responsibilities specified in the Conditions of Contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of

quantities.

Such prices and rates shall also cover full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 6 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered shall not be paid for but will be considered to be covered by other prices or rates elsewhere in the Bill of Quantities.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 7 Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract, which is not covered in any other pay item.
- 8 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work under each item appear in the scope of work. Reference shall, *inter alia*, be made to the drawings, standard specifications, project specifications, Conditions of Contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 9 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

- 10 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
- 11 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 12 Subject to the conditions stated in paragraph 13 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the tendered sum will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender rates to reconcile the tender sum with the total of the bill of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender rates will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 13 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump

sums for such items, to make such adjustments.

- 14 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 15 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

C2.2: Bills of Quantities

Records the contractor's prices for providing works which are described elsewhere in a specification within the Scope of Work section of the contract

The Bills of Quantities is divided into the following sections:

- | | |
|------------------|------------------|
| 1. Section No. 1 | Preliminaries |
| 2. Section No. 2 | Building Works |
| 3. Section No. 3 | External Works |
| 4. Section No. 4 | Electrical Works |
| 5. Section No. 5 | Provisional Sums |

Section No. 2 is further divided into the following locations:

- | | | |
|---|---|-----------------|
| A | = | Modular Library |
| B | = | Septic tank |

SECTION NO 1:

PRELIMINARIES

Item No		Quantity	Rate
	<p>PRELIMINARIES</p> <p><u>PRINCIPAL BUILDING AGREEMENT</u></p> <p>The agreement shall be the Principal Building Agreement prepared and published by the Joint Building Contracts Committee: Edition 4.1 Code 2101, March 2005. (The JBCC Series 2000 Principal Building Agreement).</p> <p><u>PRELIMINARIES</u></p> <p>The preliminaries shall be the Preliminaries prepared and published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement: Code 2103, May 2005. (The JBCC Series 2000 Preliminaries).</p> <p><u>FULL INTENT AND MEANING OF CLAUSES</u></p> <p>Tenderers shall be deemed to have referred to the afore mentioned documents for the full intent and meaning of each clause. These clauses are hereinafter referred to by the heading and clause number only.</p> <p>Where standard clauses or alternatives are not applicable to this contract, such modifications, corrections or supplements as are necessary are given under each relevant clause heading or within the relevant schedule.</p> <p>Where an item is not relevant to this specific contract, such item is marked "N/A" signifying "Not applicable".</p> <p><u>PRICING OF CLAUSES</u></p> <p>Tenderers shall allow opposite each clause for any cost involved with complying with such clause. Any clauses left unpriced shall be deemed to be covered by rates and prices elsewhere incorporated throughout these bills of quantities.</p> <p><u>PAYMENT CATEGORIES</u></p> <p>Should 'Alternative A', as set out within Clause 10.3 of the JBCC 2000 Preliminaries, be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more categories by the insertion of the letter "F", "V" or "T", as the case may be, against the price in the rate column. These letters shall indicate the relevant categories as follows:</p>		
	<p>Section No. 1</p> <p>Bill No. 1</p> <p>PRELIMINARIES</p> <p>Modular Library at Madibe-A-Makgabane Village</p>	<p>Carried Forward</p>	R

PAYMENT CATEGORIES

Should 'Alternative A', as set out within Clause 10.3 of the JBCC 2000 Preliminaries, be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more categories by the insertion of the letter "F", "V" or "T", as the case may be, against the price in the rate column. These letters shall indicate the relevant categories as follows:

F - A fixed amount.

V - A variable amount in proportion to the value

T - An amount in proportion time

SECTION A: PRINCIPAL BUILDING AGREEMENT**DEFINITIONS****1 Definitions and interpretation**

Clause 1.0

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

Item

OBJECTIVE AND PREPARATION**2 Offer, acceptance and performance**

Clause 2.0

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

Item

3 Documents

Clause 3.1 is hereby deleted and no payment guarantee will thus be provided by the employer.

Clause 3.3 is hereby amended by deleting the words within seven (7) calendar days of having received a payment guarantee from the employer in terms of 3.1 in the first sentence and substituting with ".....within twenty one (21) calendar days of written acceptance of the contractor's tender." The second sentence shall remain unchanged.

Clause 3.0

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

Item

4 Design responsibility

The following new sub clause is hereby added to this clause:

4.4 Notwithstanding the provisions of 4.2, the contractor shall ensure that every such nominated or selected subcontractor shall simultaneously with the signing of the relevant nominated or selected subcontract sign and deliver to the employer a Design Materials and Workmanship Warranty and Undertaking in favour of the employer or a Materials and Workmanship Undertaking strictly in accordance with the instructions or provisions contained in the tender documents for the nominated or selected subcontract works.

Clause 4.0

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

Item

5 Employer's agents

Clause 5.0

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

Item

6 Site representative

Clause 6.0

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

Item

7 Compliance with regulations

The following new sub clause is hereby added to this clause:

Without limiting the generality of the provisions of clause 7.0 of the Agreement, the Contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993 in which it is specifically stated that the Employer shall prepare a documented health and safety specification for the Works (copy of the relevant specification attached hereto) and that the Employer shall ensure that the Contractor has made provision for the cost of health and safety measures during the execution of the Works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification.

Clause 7.0

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

Item

		Brought Forward	R
8	Works risk Clause 8.0		
	F:..... V:..... T:.....		Item
9	Indemnities Clause 9.0		
	F:..... V:..... T:.....		Item
10	Works insurances Clause 10.0		
	F:..... V:..... T:.....		Item
11	Liability insurances Clause 11.0		
	F:..... V:..... T:.....		Item
12	Effecting insurances Clause 12.0		
	F:..... V:..... T:.....		Item
13	13,0 No Clause		
	F:..... V:..... T:.....		Item
14	Security		
	Notwithstanding the provisions of sub-clause 14.1, the contractor shall submit with his tender a letter of intent from an accredited guarantor, undertaking to provide the selected JBCC construction guarantee to the Provision of Security format appended to these bills of quantities. The employer reserves the right to reject a construction guarantee if, in the opinion of the employer, the guarantor is not accredited.		
		Clause 14.0	
	F:..... V:..... T:.....		Item
	EXECUTION		
15	Preparation for and execution of the Works	Clause 15.0	
	F:..... V:..... T:.....		Item
		Carried Forward	R
	Section No. 1 Bill No. 1 PRELIMINARIES Modular Library at Madibe-A-Makgabane Village		

	Brought Forward	R
16 Access to the Works		
The contractor shall afford all reasonable access to other contractors and/or sub-contractors who may be employed by the client to execute other work whether in connection with the Contract Work or not.		
	Clause 16.0	
F:..... V:..... T:.....		Item
17 Contract instructions		
	Clause 17.0	
F:..... V:..... T:.....		Item
18 Setting out of the Works		
The Contractor shall notify the Principal Agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order to make the necessary arrangements for the rectification of any such encroachments.		
Clause 18.0		
F:..... V:..... T:.....		Item
19 Assignment		
	Clause 19.0	
F:..... V:..... T:.....		Item
20 Nominated Subcontractors		
	Clause 20.0	
F:..... V:..... T:.....		Item
21 Selected Subcontractors		
	Clause 21.0	
F:..... V:..... T:.....		Item
22 Employer's Direct Contractors		
Clause 22.0		
F:..... V:..... T:.....		Item
23 Contractor's Domestic Subcontractors		
Clause 23.0		
F:..... V:..... T:.....		Item
	Carried Forward	R
Section No. 1		
Bill No. 1		
PRELIMINARIES		
Modular Library at Madibe-A-Makgabane Village		

- 30 Penalty for non-completion
Clause 30.0

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

PAYMENT

- 31 Interim payment to the contractor

Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorised for payment.

Sub clause 31.9 is hereby amended by the substitution of the words "seven (7) calendar days" in the first line by the words twenty one (21) calendar days.

Sub clause 31.10 is hereby amended by the substitution of the words "practical completion" in the second and fourth lines by the words "final completion".

Clause 31.0

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

Item

- 32 Adjustment to the contract value

Notwithstanding the provisions of sub clause 32.13 or any other clause, all fluctuations in costs shall be for the account of the contractor. See also sub clause 42.4.6

Where prices are submitted by the contractor and/or sub-contractors during progress of the works in respect of contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the Principal Agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing.

Clause 32.0

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

Item

- 33 Recovery of expense and loss
Clause 33.0

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

Item

34 Final account and final payment

Sub clause 34.11 is hereby amended by the substitution of the words "practical completion" in the third line by the words "final completion".

The employer shall, however, pay interest to the contractor at the rate stipulated in clause 34.11 on any amounts payable to the contractor after final completion after the date of issue of the certificate of final completion but only for such period as the settlement of the final account is delayed by non-performance of the Principal Agent or the employer or his agents. In evaluating non-performance for purposes of this clause a reasonable time shall be allowed to the employer or his agents to respond to any matter brought to his/their attention and which may affect the settlement of the final account.

Clause 34.0

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

Item

35 Payment to other parties

Clause 35.0

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

Item

CANCELLATION

36 Cancellation by Employer - Contractor's default

Clause 36.0

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

Item

37 Cancellation by Employer - loss and damage

Clause 37.0

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

Item

38 Cancellation by Contractor - Employer's default

Clause 38.0

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

Item

39 Cancellation - cessation of the Works

Clause 39.0

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

Item

Brought Forward

R

DISPUTE

40 Dispute settlement

Clause 40.0

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

Item

SUBSTITUTE PROVISIONS

41 State clauses

Clause 41.0 Item

CONTRACT VARIABLES

THE SCHEDULE

42 Pre-tender information

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

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

42.1 CONTRACTING AND OTHER PARTIES

42.1.1

Employer: North-West Department of Public
Works and Roads
Ngaka Modiri Molema District
Postal address: Private Bag X 80
Mmabatho,
Code 2735
Telephone (018) 388 4332/4245/4260
Facsimile N/A
Email: Lmalahela@nwpg.gov.za

42.2 CONTRACT DETAILS

42.2.1 Works description:

The works comprise of Foundation, construction of septic tank and construction of carports at Madibe-A-Makgabane Village in Mafikeng Local Municipality

42.2.2 Site description:

Exisisting building at Madibe-A-Makgabane Village

42.2.3 **Work or installations by direct contractors:**

(22.2) Not Applicable.....

42.2.4 Specific options that are applicable to a State organ only

(41.0) Where so:

(1) Legislation applicable to the interest rate:

As determined by the Minister of Justice in terms of Section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act no. 55 of 1975) from time to time

(2) Lateral support insurance to be effected by the Contractor:

No

(3) Payment will be made for materials and goods:

No

(4) Dispute resolution by litigation:

Yes

(5) Extended defects liability period applicable to the following elements:

N/A

42.2.5 Possession of the site is intended to be given on:

(15.2.1) Date to be indicated after contract award

4 2 . 2 . 6 Period for the commencement of the Works after the Contractor takes possession of the site

(15.3) Five (5) working days

42.2.7 For the works as a whole:

(24.3.1) The date for practical completion and the penalty per calendar day. The programme and cash flow to be submitted within thirty calendar days after site handover will form part of the deliverable milestones. Failure to meet these shall be deemed to be in breach of contract. Should the contractor fail to submit both within this period, the Employer shall impose both and the contractor shall have seven working days to counter such with an acceptable programme and cash-flows. Acceptability shall be solely decided by the Employer

Date:

The contract period is Five (5) calendar month including builders holiday from the date of site handover
Penalty:

Not Applicable

42.2.8 For the works in sections:

Not Applicable

42.2.9 The law applicable to this Agreement shall be that of:

(1.2) Republic of South Africa

43 **42.3 INSURANCES**

Item

42.3.1 Contract Works insurance to be effected by:

(10.1, 10.2, 12.1)

Contractor

Not Applicable

42.3.2 Supplementary insurance is required:

(10.1, 10.2, 12.1)

No

42.3.3 Public liability insurance to be effected by:

(11.1, 12.1)

Contractor

For an amount of R 1,000,000.00

42.3.4 Support insurance to be effected by the employer

(11.1, 12.1)

Not Applicable

42.4 DOCUMENTS

42.4.1 Waiver of **Contractor's** lien or right of continuing possession is required:

(3.3, 15.1.3, 31.16.2)

Yes

42.4.2 Construction document copies to be supplied to the Contractor free of charge:

(3.7) **Three (2)**

42.4.3 Bills of Quantities/Lump sum document / schedule of rates drawn up in accordance with:

Standard System of Measuring Building Work 1999, Sixth Edition (Revised)

42.4.4 On acceptance of the tender the bills of quantities/ lump sum document is to be submitted within working days: (15.1.1)

Not Applicable

Five (5)

42.4.5 **JBCC** Engineering General Conditions are to be included in the **contract documents**:

42.4.6 The contract value is to be adjusted using CPAP (Contract Price Adjustment Provisions Work Groups and Selected Material Indices from Statistics South Africa) indices:

(31.5.3) **No**

42.4.7 Details of changes made to the provision of **JBCC** standard documentation:

[3.10] A. Principal Building Agreement

Sub clause 3.1 deleted
 Sub clause 3.3 amended
 Sub clause 4.4 added
 Sub clause 7.3 added
 Sub clause 14.9 added
 Sub clause 18.5 added
 Sub clause 29.1.1 substituted
 Sub clause 31.9 amended
 Sub clause 31.10 amended
 Clause 32.0 amended
 Sub clause 34.11 amended

B. JBCC Preliminaries

Clause 2.1 amended
 Clause 2.2 amended
 Clause 2.6 amended
 Clause 3.1 amended
 Clause 4.1 amended
 Clause 5.1 amended
 Clause 5.3 amended
 Clause 9.2 amended
 Clause 11.3 amended
 Clause 16 amended

SECTION B: PRELIMINARIES**1.0 DEFINITIONS AND INTERPRETATION****44 Definitions and interpretation**

Clause 1.0

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

Item

2.0 DOCUMENTS**45 Checking of documents.**

The items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

Clause 2.1

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

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

Brought Forward

R

46 Provisional bills of quantities.

These bills of quantities shall not be used for ordering purposes.
Clause 2.2

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

Item

47 Availability of construction documentation.

The budgetary allowances allocated for sub-contract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of sub-contractors during construction period.
Clause 2.3

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

48 Interests of agents.

Clause 2.4

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

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

49 Priced documents.

Notwithstanding the provisions of this clause, the contractor shall deposit/submit the priced documents within the time as stated in A41.4.4 of the **Schedule of Contract Variables**.

Rates (items)

Where appropriate, rates for similar items in these bills of quantities should be the same.

Prior to signing of the Principal Building Agreement the Principal Agent shall be at liberty to make such adjustments to individual rates, whether they are adjustments to individual rates, whether they are Subcontractor's rates or not, as will eliminate errors or discrepancies or which he considers to be imbalanced, unreasonable or unrealistic rates, without altering the tender sum.

Clause 2.5

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

Item

50 Tender submission

This clause is amended by substituting "JBCC Form of Tender" with "Official Form of Tender:

Clause 2.6

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

Item

3.0 THE SITE

51 Defined works area.

The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over the site.

Clause 3.1

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

Item

52 Geotechnical investigation.

Clause 3.2

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

Item

	Brought Forward	R
53	<p>Inspection of the site.</p> <p>There will be a compulsory site inspection and briefing meeting as per the tender advertisement. Failure to attend will lead to disqualification of the tender.</p> <p>Clause 3.3</p> <p>F:..... V:..... T:.....</p>	Item
54	<p>Existing premises occupied</p> <p>Clause 3.4</p> <p>F:..... V:..... T:.....</p>	Item
55	<p>Previous work - dimensional accuracy</p> <p>Clause 3.5</p> <p>F:..... V:..... T:.....</p>	Item
56	<p>Previous work - defects</p> <p>Clause 3.6</p> <p>F:..... V:..... T:.....</p>	Item
57	<p>Services - known</p> <p>Clause 3.7</p> <p>F:..... V:..... T:.....</p>	Item
58	<p>Services - unknown</p> <p>Clause 3.8</p> <p>F:..... V:..... T:.....</p>	Item
59	<p>Protection of trees</p> <p>Clause 3.9</p> <p>F:..... V:..... T:.....</p>	Item
60	<p>Articles of value</p> <p>Clause 3.10</p> <p>F:..... V:..... T:.....</p>	Item
61	<p>Inspection of adjoining properties</p> <p>Clause 3.11</p> <p>F:..... V:..... T:.....</p>	Item
	Carried Forward	R
<p>Section No. 1</p> <p>Bill No. 1</p> <p>PRELIMINARIES</p> <p>Modular Library at Madibe-A-Makgabane Village</p>		

Brought Forward

R

4.0 MANAGEMENT OF CONTRACT

62 Management of the Works

The Contractor shall obtain all necessary particulars of Subcontractors' work timeously so that provision for recesses, chases, holes, etc. can be made

Clause 4.1

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

Item

63 Programming for the Works

Clause 4.2

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

Item

64 Progress meetings

Clause 4.3

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

Item

65 Technical meetings

Clause 4.4

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

Item

66 Labour and plant records

Clause 4.5

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

Item

5.0 SAMPLES AND SHOP DRAWINGS

67 Samples of materials

Clause 5.1

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

Item

68 Workmanship samples

Clause 5.2

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

Item

69 Shop drawings

Clause 5.3

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

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

Brought Forward

R

70 Compliance with manufacturers' instructions
Clause 5.4

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

Item

6.0 TEMPORARY WORKS AND PLANT

71 Deposits and fees
Clause 6.1

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

Item

72 Enclosure of the works
Clause 6.2

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

Item

73 Advertising
Clause 6.3

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

Item

74 Plant, equipment, sheds and offices
Clause 6.4

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

Item

75 Main notice board
Clause 6.5

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

Item

76 Subcontractors notice board
Clause 6.6

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

Item

7.0 TEMPORARY SERVICES

77 Location
Clause 7.1

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

Item

78 Water
Clause 7.2

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

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

Brought Forward

R

79 Electricity
Clause 7.3

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

Item

80 Telecommunication equipment
Clause 7.4

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

Item

81 Ablution facilities
Clause 7.5

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

Item

8.0 PRIME COST AMOUNTS

82 Responsibility for prime cost amounts
Clause 8.1

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

Item

9.0 ATTENDANCE ON NOMINATED/SELECTED

SUBCONTRACTORS

83 General attendance
Clause 9.1

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

Item

84 Special attendance.

The last three words contained within Clause 9.2, i.e.. in the schedule, shall be deleted and replaced by within the relevant item incorporated in these bills of quantities.
Clause 9.2

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

Item

85 Commissioning - Fuel, water and power
Clause 9.3

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

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

10.0 FINANCIAL ASPECTS

86 Statutory taxes, duties and levies.

Provision is made in the summary of these bills of quantities for inclusion of Value Added Tax (VAT)

Clause 10.1

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

Item

87 Payment of preliminaries

Clause 10.2

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

Item

88 Adjustment of preliminaries

Should the contractor select Alternative B but fails to provide the information required prior to signing of the contract, the Principal Agent shall have the right to select either Alternative A or B for the adjustment of Preliminaries. If the Principal Agent selects Alternative B he shall be entitled to make assumptions at his discretion regarding the information which the contractor would normally have provided prior to the signing of the contract

Clause 10.3

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

Item

89 Payment certificate cash flow

Clause 10.4

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

Item

11.0 GENERAL

90 Protection of the Works

Clause 11.1

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

Item

91 Protection Protection/Isolation of existing/ Sectionally occupied works

Clause 11.2

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

Item

92 Site security.

The contractor shall provide and maintain twenty-four hour site security and loss control systems all to the satisfaction of the principal agent. It is envisaged that these procedures will incorporate, inter alia, gate control for personnel and vehicles, individual entry permits, regular security patrols and the like.
Clause 11.3

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

Item

93 Notice before covering work

Clause 11.4

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

Item

94 Disturbance

Clause 11.5

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

Item

95 Environmental disturbance

Clause 11.6

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

Item

96 Works cleaning and clearing

Clause 11.7

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

Item

97 Vermin

Clause 11.8

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

Item

98 Overhand work

Clause 11.9

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

Item

99 Instruction manuals and guarantees

Clause 11.10

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

Item

100 As built information

Clause 11.11

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

Item

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

Brought Forward

R

101 Tenant installations
Clause 11.12

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

Item

12.1 PRE-TENDER INFORMATION

102 12.0 SCHEDULE OF VARIABLES

Pre-tender information is given hereunder:
Clause
(and reference)

Item

12.1.1 Provisional bills of quantities

(2.2) The quantities are provisional.

No

12.1.2 Availability of construction documentation.

(2.3) Construction documentation is not complete.

No

12.1.3 Interests of agents

(2.4) The agents have no interest in this project

12.1.4 Defined Works area

(3.1) The contractor will not be allowed to extend his
operations beyond the area indicated on the by the Employer

12.1.5 Geotechnical investigation

(3.2) Not applicable

12.1.6 Existing premises occupied

(3.4) Yes

12.1.7 Previous work - dimensional accuracy
Not applicable

12.1.8 Previous work - defects.

(3.6) Not applicable

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

Brought Forward

R

12.1.9 Services - known.

(3.7) Not applicable

12.1.10 Protection of trees.

(3.9) No specific requirements

12.1.11 Inspection of adjoining properties

(3.11) Not applicable

12.1.12 Enclosure of the Works.

(6.2) Applicable

12.1.13 Offices

(6.4.3) Not Applicable

12.1.14 Main notice board.

(6.5) Not Applicable

12.1.15 Subcontractors notice board.

(6.6) A notice board is required

No

12.1.16 Water

(7.2) Option A (by contractor)

Yes

12.1.17 Electricity

Option A (by contractor)

Yes

12.1.18 Telecommunications
Telephone

Yes

Facsimile

Yes

E-mail

Yes

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

12.1.19 Ablution facilities
Option A (by contractor)

Yes

12.1.20 Protection of existing/sectionally occupied works.

(11.2) Protection is required.

Yes

12.1.21 Special attendance

(9.2) Details of special attendance required shall be as detailed within the items relevant to each particular sub -contract as incorporated hereinafter in these bills of quantities.

12.1.22 Protection of the Works

(11.1) The existing development shall be securely protected from intentional or accidental access by the learners from the adjacent school.

12.1.23 Disturbance

(11.5) Whilst the employer shall not impose restrictions upon the contractor's working hours, the contractor shall take all measures available to him in order to Such measures will include, inter alia, the use of silent compressors and strict control of workmen.

12.1.24 Environmental disturbance

(1 1 . 6) The works shall be continually cleaned to prevent excessive dust emanating from removal of paint

12.2 POST-TENDER INFORMATION

103 Post-tender information required under clauses 12.2.1 to 12.2.3 shall be completed prior to contract signing, in consultation with the contractor

Item

SECTION C: SPECIFIC PRELIMINARIES

SUPPLEMENTARY DOCUMENTATION

104 As built drawings.

The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the structural engineering drawings and are to be submitted to the Principal Agent and the structural engineer for their records.

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

Item

Brought Forward

R

105 Overtime.

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the Principal Agent has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.

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

Item

106 Site Instructions.

Contract instructions issued on site are to be recorded in triplicate in an instruction book which is to be maintained on site by the contractor.

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

Item

107 Labour Record.

At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day of that week.

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

Item

108 Plant Record.

At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works each day of that week.

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

Item

109 Non Cession of Monies.

The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.

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

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

110 HIV/AIDS Awareness.

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department of Public Works that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this 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 A31.0 of Section A or any other Clause to the contrary, reserves the right to delay issuing any progress Payment Certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation whatsoever nature, including interest due to such delay of payment.

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

Item

111 Awareness Champion.

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

112 Awareness Workshops.

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

Carried Forward R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

113 Posters, Booklets, Videos, etc.

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

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

Item

114 Access to Condoms.

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS

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

Item

115 Monitoring.

Monitoring HIV/AIDS awareness of workers, providing the Principal Agent with access to information including making available all reports thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification.

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

Item

116 Occupational Health and Safety Act.

The Contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 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.

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 noncompliance, the Principal Agent notwithstanding the provisions of Clause A31.0 of Section A or any other Clause to the Contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance.

Brought Forward

R

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 to Final Summary

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

NGAKA MODIRI MOLEMA DISTRICT

Tel.: +27 (18) 388 4245/60
: [www.nwpg.gov.za/public works](http://www.nwpg.gov.za/public%20works)

Enq : Malahlela L. L. – 018 388 4332
Control Works Inspector

SECTION NO 2:

BUILDING WORKS

Section No. 2 is further divided into the following locations:

A	=	Modular Library
B	=	Septic tank

INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANA VILLAGE FOR ACSR

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>A: MODULAR LIBRARY B: SEPTIC TANK</p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><i>For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors</i></p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR:</u></p> <p>Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor who must allow credit for same in the final summary.</p> <p><u>OLD MATERIALS TO BE CARTED AWAY:</u></p> <p>Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc..., must be regularly carted from the site and not be allowed to accumulate on or around the site, prices shall be deemed to include carting away to a dumping site which shall be located by the contractor.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>Taking down and removing</u></p> <p>1 Remove existing steel diamond mesh fence 1.2m high with steel posts and droppers.</p> <p><u>Breaking up and removing unreinforced concrete</u></p> <p>2 Aprons</p> <p>Carried to Sectional Summary</p>				
		m	160		
		m ²	30		

BILL NO. 2

EARTHWORKS

SUPPLEMENTARY PREAMBLES

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Nature of ground

The tenderer must acquaint himself with material to be excavated the nature of the ground

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

Filling and layer work materials

References such as "G1", "G2", etc. and "C1", "C2", etc. in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter

Testing

Prices for filling are to include for all necessary density and other tests

SITE CLEARANCE

Site clearance

- 1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth

A: 208

B: 32

m²

32

BULK EXCAVATION, FILLING, ETC.

Excavation in earth exceeding 2000mm and not exceeding 4000m deep

Carried to Bill Summary

2	Trenches including working around piles A: 0 B: 90	m ³	90		
	<u>Extra over bulk excavations in earth for excavation in</u>				
3	Soft rock A: 0 B: 9	m ³	9		
4	Hard rock A: 0 B: 5	m ³	5		
	<u>Extra over all excavations for carting away</u>				
5	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 0 B: 30	m ³	30		
	<u>Risk of collapse of excavations</u>				
6	Sides of trench and hole excavations exceeding 1,5m and not exceeding 4m deep A: 0 B: 66	m ²	66		
	<u>Keeping excavations free of water</u>				
7	Keeping excavation free of water A: 0 B: 1	Item	1		
	<u>FILLING ETC.</u>				
8	Earth filling obtained from the excavations (not compacted) A: 0 B: 66	m ³	66		
	<u>EXCAVATION, FILLING, ETC. OTHER THAN BULK</u>				
	<u>Excavate trench for laying of sewer pipes not exceeding 2000mm deep</u>				
10	Trench A: 25 B: 22	m ³	47		
	<u>Extra over all excavations for carting away</u>				
11	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 25 B: 0	m ³	25		
	Carried to Bill Summary				

[illegible]

BILL NO. 2**EARTHWORKS****BILL SUMMARY**

Total Brought Forward from Page No.

PAGE**AMOUNT****31****32****33****Carried to Sectional summary**

BILL NO. 3**CONCRETE, FORMWORK AND REINFORCEMENT****SUPPLEMENTARY PREAMBLES**

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Cost of tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)

Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

Formwork to soffits of solid slabs etc. shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described

UNREINFORCED CONCRETE CAST ON/IN FORMWORK**15MPa/19mm concrete**

- | | | | | |
|---|--------------|------|----------------|---|
| 1 | Surface beds | | | |
| | A: 0 | B: 6 | m ³ | 6 |

19MPa/150mm concrete

- | | | | | |
|---|--|------|----------------|---|
| 2 | 400mm x 300mm x 100mm Concrete water channel on the down pipes | | | |
| | A: 1 | B: 0 | m ³ | 1 |

REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES.

Carried to Bill Summary

	<u>Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 20MPa</u>			
3	Concrete slab and finished smooth with a wood float with provision of 450 x 600mm manhole (Measured elsewhere) A: 0 B: 6	m ²	6	
	<u>ROUGH FORMWORK</u>			
	<u>Rough</u>			
4	Rough formwork to edges of concrete aprons not exceeding 300mm high A: 78 B: 0	m	78	
	<u>Special formwork to sides</u>			
5	Steps A: 4 B: 0	m	4	
	<u>PERMANENT FORMWORK</u>			
	<u>1.2mm galvanised steel permanent decking system to soffits</u>			
6	Decking for slabs with ends laid on brick walls A: 0 B: 12	m ²	12	
7	6m Maxi concrete lintels at 300mm centre to centre A: 0 B: 12	no	12	
8	3.5m x 0.5mm IBR sheeting A: 0 B: 10	no	10	
	<u>REINFORCEMENT (PROVISIONAL)</u>			
	<u>High tensile steel reinforcement to structural concrete work</u>			
9	12mm Diameter Y bars A: 0 B: 0,07	t	0,075	
	<u>Mild tensile steel reinforcement to structural concrete work</u>			
10	12mm Diameter Y bars A: 0 B: 0,07	t	0,07	
	<u>Fabric reinforcement</u>			
11	200 x 200 x 6,3mm Steel mesh reinforcement reference 245 in concrete slabs, surface beds, etc. A: 204 B: 150	m ²	354	
	Carried to Bill Summary			

BILL NO. 3**CONCRETE, FORMWORK AND REINFORCEMENT****BILL SUMMARY PAGE**

Total Brought Forward from Page No.

PAGE**AMOUNT****35****36****Carried to Sectional Summary**

BILL NO. 4

MASONRY

SUPPLEMENTARY PREAMBLES

*For Preambles see the Model Preambles for Trades
2008 edition published by the Association of South
African Quantity Surveyors*

BRICKWORK

Sizes in descriptions

Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.

Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.

FOUNDATIONS

Brickwork Face brick in class II mortar

- | | | | |
|---|---|----------------|-----|
| 1 | One brick walls
A: 60 B: 54 | m ² | 114 |
|---|---|----------------|-----|

2.5mm Brickwork reinforcement

- | | | | |
|---|---|---|-----|
| 2 | 150mm Wide reinforcement built in horizontally
A: 29 B: 204 | m | 233 |
|---|---|---|-----|

Carried to Sectional Summary

BILL NO. 5**WATERPROOFING****SUPPLEMENTARY PREAMBLES**

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Waterproofing

Waterproofing of roofs, basements, etc. shall be laid under a ten year 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

DAMP PROOFING OF WALLS AND FLOORS

One layer 250 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape

1 Under surface beds

m²

204

Carried to Section Summary

BILL NO. 6**PLASTERING****SUPPLEMENTARY PREAMBLES**

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Plaster to existing brick walls & newly build walls.

Plaster to walls shall be of 1:4:4 mixture cement mortar. The plaster shall be 19 mm thick & finished to a true & even surface with steel trowel, neatly finished on corners and reveals.

INTERNAL PLASTER

Cement plaster steel trowelled, on brickwork

1	On walls A: 0	B: 80	m ²	80
---	------------------	-------	----------------	----

Carried to Sectional Summary

BILL NO. 7

PLUMBING AND DRAINAGE (PROVISIONAL)

SUPPLEMENTARY PREAMBLES

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings.

Fixing of pipes

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.

Disinfection of water pipework

Water pipework is to be disinfected at completion.

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled.

Where no manufacturers' instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001.

General

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc. shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 90% Mod AASHTO density and disposal of surplus material on site.

As-built drawings

Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the Project Manager for reproducing onto the originals for handing over to the employer.

Carried to Bill Summary

	<u>SANITARY PLUMBING</u>				
	<u>PVC soil and vent pipes</u>				
1	110mm Pipes	m	10		
2	50mm Pipes	m	10		
	<u>Extra over PVC-U soil and vent pipes for fittings</u>				
3	110mm x 87.5° bend with IE	No	3		
	<u>WATER SUPPLIES</u>				
4	Excavation in earth not exceeding 1m deep for pipe trenches	m³	18		
5	Backfilling to pipe trenches compacted to 90% Mod AASHTO density	m³	18		
	<u>Polycopper pipes</u>				
6	20mm Polycopper pipes laid in and including trenches not exceeding 1m deep	m	76		
	<u>Galvanised pipes</u>				
7	15mm Galvanised pipe	m	12		
8	20 x 15mm Galvanised reducer	No	4		
9	15mm Galvanised Tee piece	No	6		
10	15mm Galvanised elbow	No	40		
11	Testing waste pipe system	Item	1		
12	450mm x 600mm Cast iron manhole cover	No.	2		
	Carried to Bill Summary				

BILL NO. 6**PLUMBING AND DRAINAGE****BILL SUMMARY PAGE**

Total Brought Forward from Page No.

PAGE**AMOUNT****41****42****Carried to Sectional Summary**

BUILDING WORKS			
SECTIONAL SUMMARY PAGE			
Brought Forward from	PAGE	AMOUNT	
ALTERATIONS	30		
EARTHWORKS	34		
CONCRETE, FORMWORKS AND REINFORCEMENT	37		
MASONRY	38		
WATERPROOFING	39		
PLASTERING	40		
PLUMBING AND DRAINAGE	43		
Carried to Final Summary			

SECTION NO 3:
EXTERNAL WORKS

<u>EXTERNAL WORKS</u>			
<u>BILL NO. 1</u>			
<u>INSTALLATION CLEAR VIEW FENCE</u>			
<u>EARTHWORKS</u>			
<u>SITE CLEARANCE</u>			
<u>Site clearance</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m ²	320
<u>EXCAVATIONS ETC.</u>			
<u>Excavation in earth not exceeding 2m deep</u>			
2	Holes	m ³	6
<u>Extra over all excavations for carting away</u>			
3	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m ³	6
<u>Keeping excavations free of water</u>			
4	Keeping excavations free of all water other than subterranean water	Item	1
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
<u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u>			
<u>15MPa/19mm concrete</u>			
5	Holes	m ³	6
<u>FENCING</u>			
<u>Fence</u>			
<u>Clear view welded mesh fence anti-cut fully galvanised at a Minimum of 275g/m2 Zinc coated</u>			
Carried to Bill Summary			

6	3000mm x 2500mm high Anti-cut/ Anti-climb Clear view welded mesh fence panel of 4mm diameter vertical wire and 3,15mm horizontal wire and 4 horizontal V-bends for added strength and rigidity, fully hot dip galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp finished with spikes on top	m	160		
7	4mm Thick x 60 x 60 x 3000mm high Zincalume corner post	No.	4		
8	4mm Thick x 60 x 60 x 3000mm high Zincalume intermediate post	No.	56		
9	5030mm x 2500mm High sliding motor gate of 2515mm x 1800mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp. Support the gate on each side with two 100 x 100mm zinc coated square tubing of the same height of the gate embedded in concrete 400 mm deep and a pair of roller guides and wheels. 12 mm diameter round bar welded to on full length to 8 x 40 x 40 x 5mm angle iron bar rail track fixed level in concrete and finished with 50 mm spikes on top, security lock set with provision of handles both sides.	No.	2		
10	900mm x 1800mm High pedestrian gate of 2515mm x 4200mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp	No.	1		
Carried to Bill Summary					

BILL NO. 1**INSTALLATION CLEAR VIEW FENCE****BILL SUMMARY PAGE**

Total Brought Forward from Page No.

PAGE**AMOUNT****45****46****Carried to Sectional Summary**

BILL NO. 2**ROADWORK, PARKING AREAS AND PAVING****SUPPLEMENTARY PREAMBLES****Testing of material and filling**

Descriptions of earth filling, compaction, etc. shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series

Precast concrete block road surfacing

Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications

Paving shall be laid to herringbone pattern on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere)
Clean sand shall be swept into joints between road stones at completion

Site clearance

- | | | | |
|---|---|----------------|-----|
| 1 | Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth | m ² | 542 |
|---|---|----------------|-----|

Open face excavation in earth over sloping site

- | | | | |
|---|---|----------------|-----|
| 2 | Open face excavation to form platforms under parking areas etc. and depositing excavated material over site, including haulage not exceeding 1000mm from perimeter of excavations | m ³ | 163 |
|---|---|----------------|-----|

Extra over all excavations for carting away

- | | | | |
|---|--|----------------|-----|
| 3 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m ³ | 163 |
|---|--|----------------|-----|

Keeping excavations free of water

- | | | | |
|---|---|------|---|
| 4 | Keeping excavations free of water other than subterranean water | Item | 1 |
|---|---|------|---|

Carried to Bill Summary

<u>Compaction of surfaces</u>					
5	Compaction of ground surfaces under pavings etc., including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density <u>WEED KILLERS, INSECTICIDES, ETC.</u> <u>Weed killer (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasion 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m²½</u> <u>Soil insecticide in accordance with SANS 5859</u>	m ²	542		
6	Under paving, etc., including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming <u>60mm Thick 25MPa precast concrete interlocking block paving of 110 x 220mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 25mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u>	m ²	542		
7	Paving to parking areas etc. to falls, including necessary straight edge blocks	m ²	542		
8	Edging to paving not exceeding 300mm wide <u>Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing</u>	m	115		
9	150 x 300mm High kerbs with 150 x 150 x 300mm unreinforced concrete hunching at back of each joint, including excavation, backfilling, etc. <u>DOUBLE FLAT SHAPE CARPORTS</u> <u>The flat double carport of 6m wide x 6m in length for Four (4) cars</u> <u>EARTHWORKS</u> <u>Excavation in earth not exceeding 2m deep</u>	m	115		
10	Excavation for holes	m ³	6		
Carried to Bill Summary					

	<u>Extra over all excavations for carting away</u>				
11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	6		
	<u>Risk of collapse of excavations</u>				
12	Sides of trench and hole excavations not exceeding 1,5m deep	m ²	6		
	<u>WEED KILLERS, INSECTICIDES, ETC.</u>				
	<u>Weed killer (active ingredients Metolachlor 102,8 g/l, terbitilasién 248,6 g/l and atrasién 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m²</u>				
	<u>Soil insecticide in accordance with SANS 5859</u>				
13	In holes	m ²	6		
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
	<u>UNREINFORCED CONCRETE CAST ON/IN FORMWORK</u>				
	<u>15MPa/19mm concrete</u>				
14	On holes	m ³	6		
	<u>ROOF COVERINGS, CLADDINGS, ETC.</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
	<u>0,6mm Z275 spelter galvanised troughed (Chromadek steel sheets in single lengths not exceeding 13m with grey finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins</u>				
15	0.58mm flat IBR roof sheeting fixed on steel purlins with self-taping bolts and washers	m ²	83		
	<u>METALWORK</u>				
16	100 x 100 x 2.5m high vertical Square tubing embedded in concrete footings with 250 x 250 x 2.5mm thick base plate of 4 x 15mm diameter holes for bolts fixed to concrete	No	6		
	Carried to Bill Summary				

17	100 x 100mm horizontal square tubing welded to the vertical posts	m	20	
18	75 x 75mm Steel Purlins (flat) welded on the horizontal square tubing at 1200mm centers	m	26	
<u>PAINTWORK</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>PAINT SPECIFICATIONS</u>				
All painting shall be done in accordance with SABS specifications unless otherwise described				
<u>ON METAL SURFACES</u>				
<u>One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel</u>				
19	On structural steel	m ²	57	
20	On structural steel not exceeding 300mm girth	m	26	
Carried to Bill Summary				

BILL NO. 2**ROADWORK, PARKING AREAS AND PAVING****BILL SUMMARY PAGE**

Total Brought Forward from Page No.

PAGE**AMOUNT****48****49****50****51****Carried to Sectional Summary**

EXTERNAL WORKS			
SECTIONAL SUMMARY PAGE			
Brought Forward from		PAGE	AMOUNT
INSTALLATION CLEAR VIEW FENCE		47	
ROADWORK, PARKING AREAS AND PAVING		52	
Carried to Final Summary			

SECTION NO 4:
ELECTRICAL WORKS

BILL NO. 1**ELECTRICAL WORKS****CABLING**

Supply and install SANS approved PVC insulated stranded copper conductors cable. The tendered rates shall make provision for normal wastage.

1	16mm X 3 core armoured cable	m	100
2	Cable glands	No.	2

CABLE TRENCHES

3	Excavation in earth not exceeding 2m deep for cable trenches including risk of collapse of excavations, keeping excavations free from water, setting aside excavated material and later refilling of trenches	m³	36
---	---	----	----

EARTHING & BONDING

All metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor at each Distribution Board. The roof and gutters shall be connected at 15mm X 0,8mm copper strapping (not conductor) and galvanised bolts & nuts.

4	10mm² copper conductor	m	6
5	Copper strapping complete with galvanised bolts & nuts	m	5
6	1m earth spike complete with clamps & terminals	No.	1
7	20mm galvanize pipe (with steel saddles)	No.	1

SECURITY LIGHT FITTINGS

Supply, deliver to site, store & install SANS approved wall mounted water resistant brackets type Beka bulkhead 85W heat resistant, shrouded ES lamp complete with accessories. (Current must be tapped from the D\B)

8	Bulkhead 85W light fitting energy saver with bulb to be operated by photo-cell	No.	4
9	24W Photo -cell	No.	1

Carried to Bill Summary

	<u>ELECTRICAL TEST</u>				
8	Provision for the required inspections, tests and commissioning of the complete installation and the issuing of the required certificates of compliance.	Item	1		
	<u>MECHANICAL WORK SUNDRIES</u>				
11	Units mounting brackets (Set of 2)	No.	3		
	<u>WATER SUPPLY</u>				
12	Supply, deliver to site and installation of 0.75KW pressure pump	No.	1		
13	Supply, deliver to site and installation of AQ 60 water softener complete with its accessories	No.	1		
14	Supply, deliver, to site and installation of below specified pvc pipes.				
15	20mm Pvc pipe	No.	10		
16	Supply, deliver, to site and installation of below specified circuit breakers				
17	20A 1- pole circuit breaker (5kA)	No.	1		
18	Construct, deliver and install a solid steel structured 6m high tank stand to carry a 5000L tank. The stand should be constructed by 100mm x 100mm square tubing braced with 75mm x 75mm angle iron. The base for the replacement of tank should be constructed by lip channels. Tank stand should be built on a 500 x 500 x 700mm deep concrete base	No.	1		
19	Supply, deliver to site and installation of 5000Liter round PVC tank on the newly constructed stand.	No.	1		
20	40mm ² HDPE class 6 pipe for the borehole length, inlet and outlet to the tap.	m	70		
21	Supply, deliver to site and installation of 2.5mm ² x 3 core armoured cable (Rates to be charged per meter)	m	70		
22	Excavation of trench for cable and filling	m ³	15		
23	Supply, deliver to site and installation of 40mm ² male adaptor Plasson.	No.	2		
	Carried to Bill Summary				

24	Supply, deliver to site and installation of 40mm ² male elbow adaptor Plasson.	No.	3		
25	Supply, deliver to site and installation of 40mm ² female adaptor Plasson.	No.	1		
26	Supply, deliver to site and installation of 40mm ² X 20mm red bush.	No.	1		
27	Supply, deliver to site and installation of 22mm Tee conex.	No.	1		
28	Supply, deliver to site and installation of 22mm male adaptor conex.	No.	6		
29	Supply, deliver to site and installation of a seal tapes.	No.	3		
30	Supply, deliver to site and installation of 40mm ² straight coupling Plasson.	No.	2		
31	Supply, deliver to site and installation of 40mm ² elbow Plasson.	No.	2		
32	Supply, deliver to site and installation of 20mm stop cock.	No.	2		
33	Supply, deliver to site and installation of 20mm none return valve.	No.	2		
34	Supply, deliver to site and installation of 25mm X 20mm reducing bush.	No.	2		
35	200mm Cable ties	No.	30		
36	Supply, deliver and install a new 1m stand pipe	No.	1		
37	Supply and install 20mm ² PVC pipe to the garden tap	m	20		
38	Supply and install garden tap	No.	1		
39	Building of 150mm concrete slab reinforced under the steel stand.	m ²	5		
<u>NB: CONDITIONS OF SERVICE</u>					
<i>The Contractor must inform the Works inspector in-charge before going to site.</i>					
<i>Water testing certificate to be issued after completion of work.</i>					
<i>A minimum of three months guarantee must be afforded after completion of work.</i>					
<i>All materials used must be SANS approved .</i>					
<i>OHS ACT must be adhered to.</i>					
Carried to Bill Summary					

BILL NO. 1

ELECTRICAL WORK

BILL SUMMARY PAGE

Brought Forward from

PAGE

AMOUNT

54

55

56

Carried to Final Summary

SECTION NO 5:
PROVISIONAL SUMS

BILL NO. 1**PROVISIONAL SUMS****SUPPLEMENTARY PREAMBLES****General**

Work for which budgetary allowances are provided will be measured and valued in accordance with the Principal Building Agreement of the Joint Building Contract Committee contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists

Profit

Where stated, the contractor may allow for profit if required

BUDGETARY ALLOWANCES

Supply and delivery of 12m x 17m Library as per the attached plan to the specification

- 1 Allow the sum of R 1500 000.00 for supply, delivery and installation of prefabricated modular library as per the plan attached to this bill of quantities
- 2 Add for profit and general attendance upon above if required

SUM

SUM

Carried to Final Summary

FINAL SUMMARY PAGE				PAGE	AMOUNT
PRELIMINARIES				29	
BUILDING WORK				54	
EXTERNAL WORK				52	
ELECTRICAL WORK				57	
PROVISIONAL SUMS				58	
SUB-TOTAL					
SUB-TOTAL (Excluding Contingencies and Value Added Tax)					
CONTINGENCY					
Provide the sum of Fifty Thousand Rand (50 00,00) for contingencies to be used as instructed by the principal agent in terms of the principal building Agreement					50 000,00
SUB-TOTAL including Contingencies, but excluding Value Added Tax (VAT)					
ADD: Value Added Tax (VAT) calculated at the rate of 15%					
Carried to Form of Tender					

PART C3: SCOPE OF WORK

SECTION CONTENTS

C3.1	PROJECT SCOPE OF WORK	294
C3.2	TENDER DRAWINGS	305

C3.1 PROJECT SCOPE OF WORK

TENDER No. PWR 75/22

CIDB Category 3 GB or Higher

FOR

INSTALLATION OF MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR ACSR

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

SECTION CONTENTS

PART A :	GENERAL	296
PART B:	ELECTRICAL INSTALLATION SPECIFICATION.....	N/A
PART C:	HEALTH AND SAFETY SPECIFICATION.....	301
PART D:	GENERIC LABOUR-INTENSIVE SPECIFICATION.....	302
C3.2	TENDER DRAWINGS	305

A5 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas".

A6 CONTRACTOR'S CAMP SITE

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for the erection of a security fence around the site offices.

A8 WATER FOR CONSTRUCTION PURPOSES

The Contract will be undertaken in an arid area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (b) Failure to maintain road signs, warning flashing lights, etc., in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc., have been repaired to his satisfaction.
- (c) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol. 2, Chapter 13).
- (d) The contractor may not proceed with permanent works before the required offices and laboratories of the engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

A10 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

PART A : GENERAL

A1 MISCELLANEOUS

The Standard Specifications that form part of this Contract have been written to cover all phases of work normally required for building contracts, and may therefore cover items of work not applicable to this particular Contract.

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Bills of Quantities or the Drawings.

A2 DESCRIPTION OF THE WORKS

A2.1 General

The project is located in Mafikeng, Madibe Makgaba in the North West Province.

A2.2 Extent of the Works

It should be noted that the description of the works that follow is not necessarily complete and shall not limit the work to be carried out under this contract.

The works comprise of the construction of a single storey secondary school. Generally the building construction comprises of concrete raft foundations, brickwork faced outside and partly inside with timber roof construction covered with pre-painted profiled metal roof sheeting including associated earthworks, external works, electrical and mechanical works

A3 DRAWINGS

The reduced drawings that form part of the Tender Documents are to be used for tender purposes only.

Any information in the possession of the Contractor that is required by the Engineer's Representative to complete his as-built drawings must be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions must be used and Drawings must not be scaled unless required by the Engineer. The Engineer will supply any figured dimensions that may have been omitted from the Drawings.

The levels given on the Structural Drawings are subject to confirmation on the Site and the Contractor shall submit all levels to the Engineer for confirmation before he commences construction of any structure. The Contractor shall also check all clearances given on the Drawings and shall inform the Engineer of discrepancies.

A4 POWER SUPPLY AND OTHER SERVICES

The Contractor must make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

A5 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas".

A6 CONTRACTOR'S CAMP SITE

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for the erection of a security fence around the site offices.

A8 WATER FOR CONSTRUCTION PURPOSES

The Contract will be undertaken in an arid area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (b) Failure to maintain road signs, warning flashing lights, etc., in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc., have been repaired to his satisfaction.
- (c) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol. 2, Chapter 13).
- (d) The contractor may not proceed with permanent works before the required offices and laboratories of the engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

A10 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

A11 MOVING EXISTING SERVICES

The plans show the positions of services determined from observations and measurement, but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Schedule of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

Work required on known services has been tabulated in a services schedule. The schedule must be read in conjunction with the services plans.

A12 TRAINING

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development.

A13 USE OF LOCAL RESOURCES

A major objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods.

A14 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

- (a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only.
- (b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this subclause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
 - (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options

- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A15 COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim.

A16 EXTENDED PUBLIC WORKS PROGRAMME SPECIFICATIONS

16.1 Labour-Intensive Competencies of Supervisory and Management Staff

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

TABLE 1: SKILLS PROGRAMME

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	

		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , Tel: 011-265 5900)			

16.2 Employment of Unskilled and Semi-Skilled Workers In Labour-Intensive Works

1. Requirements for the sourcing and engagement of labour

- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The minimum rate of pay set for the EPWP is R 83.59 per task or per day with effect from the 1st November 2016
- 1.1.3 Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that has less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 60 % women;
 - b) 20% youth who are between the ages of 18 and 25; and
 - c) 2% on persons with disabilities.

A17 PROGRAMME REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

PART B: HEALTH AND SAFETY SPECIFICATION

**DEPARTMENT OF PUBLIC WORKS
AND ROADS**
(hereinafter referred to as the Employer)

**OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATION**

This Specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

HEAD OFFICE
Private Bag X2037
Mmabatho
2735

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

August 2004

CONTENTS

SECTION	TITLE	PAGE
1	INTRODUCTION	4
	1.1 Scope	4
	1.2 Preamble	4
	1.3 Purpose	4
	1.4 Interpretations	4
2	GENERAL	5
	2.1 Employer	5
	2.2 Contractor	5
3	GENERAL REQUIREMENTS	7
	3.1 Contractor's Construction Safety Officer	7
	3.2 Log books	7
	3.3 First aid	7
	3.4 Risk assessment and safety policy	8
	3.5 Danger areas	9
	3.6 Hazard notices	9
	3.7 Personal protective clothing	9
	3.8 Road Traffic Ordinance/Transport Act	10
	3.9 Overhead power lines	10
	3.10 Machine guarding	10
	3.11 Concrete mixing equipment	11
	3.12 Ladders	11
	3.13 Scaffold framework	11
4	SPECIAL REQUIREMENTS	12
	4.1 Excavation/shoring	12
	4.2 Formwork and support work	12
	4.3 Prevention of uncontrolled collapse	13
	4.4 Safe working loads	13
	4.5 Electrical equipment and procedures used by the Contractor	13
	4.6 Commissioning safety precautions	13
	4.7 Toxic materials	14
	4.8 Hazardous chemicals and materials	14
	4.9 Indemnity of the Employer and his Agents	14

DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

SECTION	TITLE	PAGE
5	SPECIFIC REQUIREMENTS	15
	5.1 Design	15
	5.2 Security	15
	5.3 <i>Nature of the works</i>	15
	5.4 <i>Existing environment</i>	16
	5.5 <i>Control of pollution</i>	17
6	ANNEXURES	18
	A Pro-forma Agreement	18
	B Notification of construction work	19
	C <i>Design and on-site consultants' risk assessment</i>	23

SECTION 1 : INTRODUCTION

1.1 Scope

This Specification details the health and safety requirement associated with the works.

1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects, however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

1.3 Purpose

The purpose of this Specification is to brief Contractors on the significant safety aspects of the project. It provides information and requirements on *inter alia* :

- a) safety considerations affecting the site and its environment;
- b) health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters; and
- d) the contractor's health & safety plan.

1.4 Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as any work in connection with :

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

SECTION 2 : GENERAL

2.1 Employer

- 2.1.1 The Employer will appoint the Contractor in writing for the execution of the works.
- 2.1.2 The Employer will take reasonable steps to ensure that the Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- 2.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works :
 - a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons.

2.2 Contractor

- 2.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Contractor shall submit the notification in writing prior to commencement of work.
- 2.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.
- 2.2.3 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works.

DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

- 2.2.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- 2.2.5 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- 2.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
- 2.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
- 2.2.8 The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.
- 2.2.9 The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.

SECTION 3 : GENERAL REQUIREMENTS

3.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent Construction Safety Officer (CSO) who shall be acceptable to the Agent to represent and act for the Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor.

The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the works.

3.2 Log books

The Contractor shall keep the following log books and shall make them available to the Agent on request:

- a) A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.
- b) A record of the weekly inspection of first aid boxes.
- c) A record of the weekly inspections of ladders
- d) A record of the weekly inspections of fire-fighting equipment.
- e) A record of the monthly inspections of welding machines.
- f) A record of the monthly inspections of oxy-acetylene equipment.
- g) A record of the weekly inspections of scaffolding structures.
- h) A record of the monthly inspections of builder's hoists.
- i) A record of the monthly inspections of mobile and tower cranes.
- j) A record of the monthly inspections of lifting gear.
- k) A record of the inspections of electrical equipment.
- l) A record of the monthly tests of earth leakage units.
- m) A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

3.3 First aid

3.3.1 Safety notice board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

information on the nearest first aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be conspicuously displayed to all its staff. The size of the notice board shall be at least 600mm x 800mm.

3.3.2 First aid equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

First aid equipment must be stored in an appropriate place and container to prevent contamination.

3.3.3 Reporting of incidents and/or injuries

All incidents in respect of damage to works, property or machinery, or injury to persons, shall be reported by the Contractor's CSO or site representative to the Agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Agent within twenty four (24) hours of the occurrence of the incident.

The Agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Agent with full facilities for carrying out such enquiries.

3.4 Risk assessment and safety policy

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan.

A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property.

The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property.

The Contractor shall continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

During the period of this contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

3.5 Danger areas

All danger areas shall be demarcated by the contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area. Danger areas should include at least, *inter alia*, cranes, lifts and hoists in operation.

3.6 Hazard notices

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

3.7 Personal protective clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

3.7.1 Hard hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

3.7.2 Eye protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, any welding, blowtorch handling, cutting with oxyacetylene equipment of similar activities are taking place.

3.7.3 Hearing protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

3.7.4 Foot wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

3.7.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

3.7.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

3.8 Road Traffic Ordinance/Transportation Act

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the works while under the influence of alcohol or drugs.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

3.9 Overhead power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the contractor at all times.

3.10 Machine guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

3.11 Concrete mixing equipment

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of materials for concrete unless:

- a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.
- b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- c) The Contractor shall appoint operators skilled in the operation of the plant.
- d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Agent on request.

3.12 Ladders

Every ladder shall be :

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders).
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

All ladders shall be inspected weekly and a log shall be kept of the inspections.

3.13 Scaffold framework

Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

SECTION 4 : SPECIAL REQUIREMENTS

4.1 Excavation/shoring

The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

The face of an excavation shall not be undercut.

All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.

Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Agent before excavation work continues.

4.2 Formwork and support work

The Contractor shall ensure that :

- a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.
- b) All formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- c) The foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable.
- d) All formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the works.

- e) Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).

4.3 Prevention of uncontrolled collapse

The contractor shall ensure that :

- a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work.
- b) No structure or part of a structure is loaded in a manner that would render it unsafe.

4.4 Safe working loads

The Contractor shall ensure that :

- a) The safe working loads of hoists, load- bearing beams and cranes are prominently displayed at all times.
- b) The safe working loads are not exceeded under any circumstances.
- c) All lifting gear is marked with a unique identity number and recorded in a register.

4.5 Electrical equipment and procedures used by the contractor

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Agent. A record of the inspections shall be kept and shall be made available to the Agent on request.

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

4.6 Commissioning safety precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

4.7 Toxic materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

4.8 Hazardous chemicals and materials

The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the fire fighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

4.9 Indemnity of the employer and his agents

Annexure A to this Specification contains a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No. 85 of 1993” which agreement shall be entire into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

SECTION 5 : SPECIFIC REQUIREMENTS

5.1 Design

5.1.1 Significant hazards identified by the design consultants

No significant hazards could be identified which have not been considered in the detailed design. However, hazards must be anticipated that are due to and arising from shoddy and careless workmanship and unconventional construction methods used by semi-qualified and un-qualified craftsmen during skills transfer.

Work sequences are a logical progression of the construction of a building under consideration of the tender documentation, National Building Regulations, the Occupational Health and Safety Specification, other specifications and manufacturers' instructions.

Annexure C to this Specification contains the design consultant's risk assessment.

5.1.2 Principles of the design

The philosophy applied in design development and detail design was to provide details and finishes which are robust, practical, safe, cost effective and most suitable for the application in their respective locations. The modes of construction are assumed to be conventional.

No major temporary works are anticipated to be required other than those that are expected to be necessary for site establishment, support and securing of structures and finishes during their erection and installation, for excavations and the erection and maintenance of scaffolding and working platforms.

Details and finishes have been designed , apart from some floor and wall finishes that must be applied by Specialist Contractors, that require conventional skills and which can be transferred on site during the construction process.

5.2 Security

Annexure C to this Specification contains the security engineer's risk assessment.

5.3 *Nature of the works*

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

Any specific requirements regarding the nature of the works not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4 Existing environment

5.4.1 Surrounding roads and properties

Any specific requirements regarding the surrounding roads and properties not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4.2 Existing services

Any specific requirements regarding existing services not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) Drawings giving indicative information about existing services on and around the site.*
- b) Underground lighting cables and fittings, power cables, communications cables, drainage catch pits, gullies and pipes.*
- c) Live electricity, water, Telkom and specialist communications networks on pavements and which must be continuously maintained throughout the works.*
- d) Sewers for foul and surface water present on the pavements and any special arrangements for protection against contamination of drains and water courses.*
- e) Contractors must recognise that all services on the site must be expected to be 'live' and potentially critical to the safe functioning of the works. Precautions for any work on or near them should be identified, planned, approved and taken accordingly.*
- f) In the event that previously unidentified services are discovered Contractors shall immediately refer details of location, suspected condition and status to the Agent and await instruction. On no account must any services be interfered with without specific instruction and authority.*

5.4.3 Existing traffic systems and access

Any specific requirements regarding existing traffic systems and access not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) Access to all works areas shall follow agreed routes and shall be adhered to at all times.*

- b) *The Contractor must be kept advised of all proposed movements and ascertain the extent to which traffic/site effects are relevant and will be expected to plan accordingly.*

5.4.4 Adjoining structures

Any specific requirements regarding adjoining structures not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4.5 Ground conditions

Any specific requirements regarding ground conditions not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) *Site investigations reports.*
- b) *Geotechnical site assessment report.*
- c) *Unusual conditions.*

5.4.6 Topographical surveys

Any specific requirements regarding topographical matters not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4.7 Related restrictions affecting health and safety

Any specific requirements regarding related restrictions affecting health and safety not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) *Working hours.*
- b) *No existing health and safety files.*

5.5 Control of pollution

Any specific requirements regarding control of pollution not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

SECTION 6 : ANNEXURE A

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the contractor, or to inspect any appropriate records held by the Contractor.
- e) The Contractor shall be obliged to report forthwith in writing to the Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract.
- f) The Contractor shall forward all "safety meeting" minutes to the Agent.

For the Employer : _____ Date : _____

Witnesses : 1) _____ 2) _____

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

For the Contractor : _____ Date : _____

Witnesses : 1) _____ 2) _____

SECTION 6 : ANNEXURE B

NOTIFICATION OF CONSTRUCTION WORK

(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor :

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office :

1.5 Estimated number of persons on the construction site :

1.6 Estimated number of Subcontractors on the construction site
accountable to the Contractor :

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal Agent :

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants :

3.1.1 Construction project managers :

3.1.2 Architects :

3.1.3 Structural engineer :

3.1.4 Electrical engineer :

3.1.5 Mechanical engineer :

3.1.6 Civil engineer :

3.1.7 Security engineer :

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

3.1.8 Other (if any) :

3.2 Name and telephone number of design consultant's contact person :

3.2.1 Construction project managers :

3.2.2 Architects :

3.2.3 Structural engineer :

3.2.4 Electrical engineer :

3.2.5 Mechanical engineer :

3.2.6 Civil engineer :

3.2.7 Security engineer :

3.2.8 Other (if any) :

4. THE WORKS

Nature of the works :

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

Commencement date :

Completion date :

Contractor : _____ Date : _____

Employer : _____ Date : _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST TO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

SECTION 6 : ANNEXURE C

DESIGN CONSULTANTS' RISK ASSESSMENT

6.1 Architects

The design development, detail design and specifications of materials to be used as described on the drawings and in the schedules are conventional designs and finishes which, if applied to manufacturers' specifications, conform to the Construction Regulations.

The top of certain gable walls are approximately 10m high above ground level and polycarbonate sheeting is used in certain roof areas which cannot carry traffic. Special precautions are therefore required.

Safety valves in the hot water reticulation (if electrical water heaters are to be installed) require regular inspections as recommended by the manufacturers.

6.2 Structural engineers

The design loads of slabs, etc are indicated on the drawings.

6.3 Electrical engineers

The electrical installations are complicated and it is recommended that a Master Installation Electrician be on site at all times to monitor the safety and quality of work and the installations have to be regularly tested for earthing.

Some equipment such as transformers, 11kV switchgear, generator sets and mini-substations weigh more than 1000 kilograms. The diesel generators make a loud noise when running and the substation contains flammable oils.

Some light fittings are approximately 8m high above ground floor level and certain cables may be heavy and difficult to install.

6.4 Mechanical engineers

Steam pipe reticulation across the site are approximately 2,4m high above ground floor level and could interfere with overhead power systems. No underground mechanical services are being installed.

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

Noise can be a hazard when the boilers are being commissioned. Water treatment chemicals can be hazardous and should be handled by specialists with the correct equipment and clothing.

Erection of the chimneys are a specialist function which will require motorised crainage. Guard rails are to be incorporated in all boiler platforms and plant room cat ladders. The boiler room roof structure has to accommodate the hoisting and support of heavy piping (200kg/m run). Roof ventilators and fans on numerous buildings will require roof access for installation and service-roof to accommodate mass of workmen. Hitching points for static lines to be provided and access routes have to be indicated. Erection of piping between supports have to be sequenced to prevent collapse.

Sufficient protection against falling from heights while servicing high level roof fans and smoke ventilators has to be provided.

Sufficient protection and ventilation when working in tanks and storage calorifiers and protection against dust when testing the dust extraction plant have to be provided. Girt collectors on boilers have to be commissioned before start up to prevent atmospheric contamination. Nitrates rather than dichromates have to be used as anti oxidants.

Strict procedures have to be followed when working with and decommissioning of pressure vessels and boilers and all work has to be tested by certified inspectors. Statutory inspections of boilers and pressure vessels have to be scheduled and strictly observed.

6.5 Civil engineers

To be inserted under this heading (if any).

6.6 Security engineers

The perimeter fence is manufactured from bezenol treated high tensile steel. This is a toxic substance. If the outer perimeter fence wire cut-offs are used for example barbecues, the meat will be toxic and people will require hospital treatment in such cases. The outer perimeter fence manufacturing materials is extremely heavy. The installers should be cautioned to work carefully during the installation of the fence structure to avoid injury to personnel. The inner fence energizers could provide electric shock if the fence is short circuited during or after commissioning thereof.

The pneumatic doors are heavy and could cause injury to a person if he/she is in the way of a closing door, prior final commissioning. Pneumatic vessels are heavy and of high pressure. Great care must therefore be taken during the installation and commissioning of this equipment. A person could also be injured if he/she put his/her hand or other body or clothing part in a turning compressor flywheel.

**DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

The uninterrupted power supply (UPS) is equipped with batteries. Although the modern UPS's are equipped with sealed batteries, great care must be given to avoid installing the unit in a sealed room without suitable ventilation as a result of gas poisoning and overheating of the UPS.

Full schematic diagrams are included as part of the design to avoid any confusion during the tender or the installation period of the contract. The contractor must ensure at all times that the schedules are adhered to as specified in the schematic and the design specification.

During the maintenance period of the installation, the Contractor as well as the Employer must take note of the NOSA requirements regarding the servicing of pneumatic vessels at three and five year intervals. Furthermore the Employer must take note of the regular servicing of pneumatic equipment as well as all C.C.T.V. equipment on a three monthly interval.

ON-SITE CONSULTANTS' RISK ASSESSMENT

Specific risk assessment of the on-site consultants not covered elsewhere in this Specification (or other documentation) should be inserted in this Annexure.

The following notes serve as a guide :

1. *Relative to Regulation 9 (2) "Structures" the on-site consultants (architects, structural engineers, electrical engineers, mechanical engineers, civil engineers and security engineers) are required to :*
 - 1.1 *Provide the Employer with all relevant information that may affect the pricing of the works.*
 - 1.2 *Inform the Contractor of any dangers or hazards and provide information for the safe construction of the design.*
 - 1.3 *Include a geo-science technical report, the design loading of the structure and the methods and sequence of construction in a report made available to the Contractor.*
 - 1.4 *Modify the design or make use of substitute materials where the design necessitates the use of dangerous structural or other procedures, or materials hazardous to health and safety.*
 - 1.5 *Consider health and safety during maintenance subsequent to the completion of the project.*
 - 1.6 *Conduct inspections to ensure conformance of construction to design.*
 - 1.7 *Conduct a final inspection and issue a completion certificate.*
 - 1.8 *Take cognisance of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.*
2. *The on-site consultants should note the following :*
 - 2.1 *Designers influence health and safety directly through general design, choice of structural frame, details, method of fixing and specification of materials and finishes.*

DEPARTMENT OF PUBLIC WORKS AND ROADS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

- 3.3 *Designers influence health and safety indirectly through selection of procurement system, preparation of contract documentation, decision regarding project duration, prequalification of Contractors on health and safety and status of design upon commencement of construction.*
 - 3.4 *Health and safety should be considered throughout all stages of design.*
 - 3.5 *Reference should be made to health and safety during pre-tender, pre-contract and contract phases of construction, and during commissioning and maintenance phases of projects (and recycling and deconstruction).*
 - 3.6 *Designers are liable for the impact of design on construction health and safety.*
3. *Specific risk assessment of the on-site consultants should, inter alia, address the following :*
- 3.1 *Site layout*
 - 3.1.1 *Location of structures*
 - 3.1.2 *Traffic system*
 - 3.1.3 *Overhead power lines, electrical cables and other services in ground, etc*
 - 3.2 *Groundwork*
 - 3.2.1 *Excavation depths*
 - 3.2.2 *Collapse*
 - 3.2.3 *Hazardous substances*
 - 3.2.4 *Noise and vibration*
 - 3.3 *Erecting structures*
 - 3.3.1 *Falls from height*
 - a) *Floor to ceiling heights*
 - b) *Wall heights*
 - c) *Roof pitch*
 - d) *Oversailing sections*
 - e) *Incorporate guardrails into the design*
 - f) *Design steelwork to accommodate static lines*
 - 3.3.2 *Collapse*
 - a) *Provide sufficient information to enable Contractors to develop a safe sequence*
 - 3.3.3 *Fire*
 - 3.4 *Cladding and brickwork*
 - 3.4.1 *Falls from height*
 - 3.4.2 *Noise and vibration*
 - 3.4.3 *Falling objects*
 - 3.4.4 *Manual handling*

3.4.5 Fire

3.5 Installation and maintenance of services

3.5.1 Falls from height

3.5.2 Tripping

3.5.3 Manual handling

3.6 Finishes

3.6.1 Natural in lieu of paint

3.6.2 Water in lieu of solvent

3.6.3 Off-site production

3.6.4 Dust control

3.6.5 Use of hazardous substances in confined spaces

3.6.6 Atmospheric contamination

3.6.7 Appropriate tolerances

3.7 Refurbishment and repair

3.7.1 Collapse

a) Specify sequence of removal of structural members

3.7.2 Fire

3.8 Roof work maintenance

3.8.1 Falls from height

3.9 Cleaning and maintenance

3.9.1 Falls from height

a) Platforms

b) Permanent walkways

c) Anchors for safety lanyards

PART C: GENERIC LABOUR-INTENSIVE SPECIFICATION

CONTENTS

E01 SCOPE

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

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

E02 PRECEDENCE

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

E03 HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

(a) Granular materials:

- i) Whose consistency when profiled may in terms of Table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) Where the material is gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

(b) Cohesive materials:

- i) Whose consistency when profiled may in terms of Table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) Where the material is gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

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

Table 1: Consistency of materials when profiled

Granular Materials		Cohesive Materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological picks point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

E04 LABOUR INTENSIVE WORKS

(a) Trench excavation

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

(b) Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand tampers

- (i) To 90% Proctor density;
- (ii) Such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- (i) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

(c) Excavation

All hand excavateable material including topsoil classified, as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material, which presents the possibility of danger or injury to workers, shall not be excavated by hand.

(d) Clearing and grubbing

Grass and small bushes shall be cleared by hand.

(e) Shaping

All shaping shall be undertaken by hand.

(f) Loading

All loading shall be done by hand, regardless of the method of haulage, unless tipper-trucks are utilised for haulage.

(g) Haul

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

(h) Offloading

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

(i) Spreading

All material shall be spread by hand.

(j) Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

(k) Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

(l) Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

(m) Manufactured elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry units and edge beams shall not individually have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

NGAKA MODIRI MOLEMA DISTRICT

Tel.: +27 (18) 388 4245/60
: [www.nwpg.gov.za/public works](http://www.nwpg.gov.za/public%20works)

Enq : Malahlela L. L. – 018 388 4332
Control Works Inspector

C3.2 TENDER DRAWINGS



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

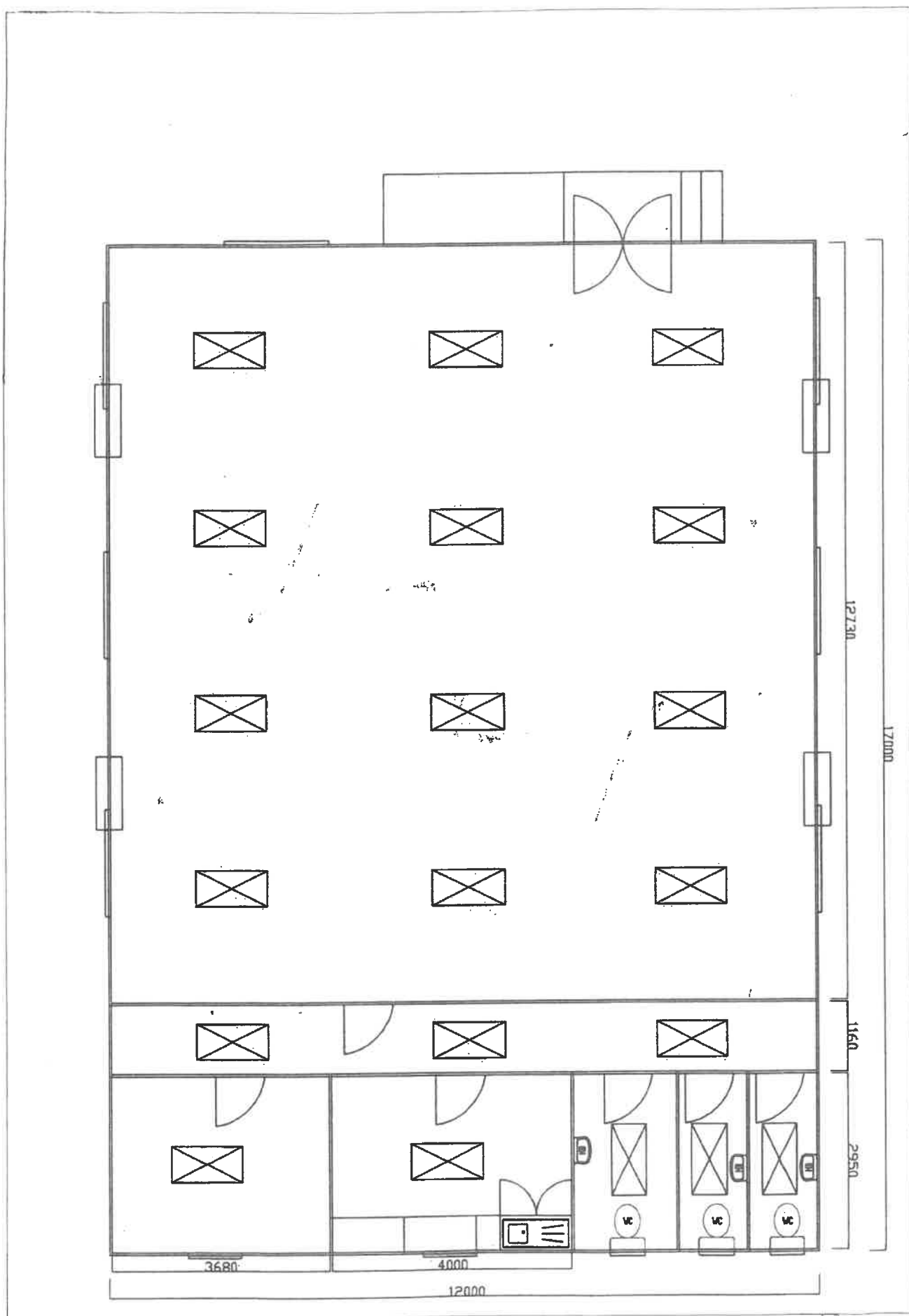
Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

NGAKA MODIRI MOLEMA DISTRICT

Tel.: +27 (18) 388 4245/60
: [www.nwpg.gov.za/public works](http://www.nwpg.gov.za/public%20works)

Enq : Malahfela L. L. – 018 388 4332
Control Works Inspector

C3.2 TENDER DRAWINGS



PART C4 : SITE INFORMATION

SECTION CONTENTS

C4.1 General Information..... 308

C4.1 General Information

C4.1.1 Disclaimer

This section provides general information of the site, as well as results and conclusions derived from various investigations and tests done on natural surface materials along the route.

The information is given in good faith and there is no guarantee that it is entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

No responsibility whatsoever for any consequence arising from variations between the actual conditions, and those indicated in this document will be accepted.

The specifications and drawings shall always overrule this section of the documents.

C4.1.2 Project Location

The project is situated at Madibe Makgabana Traditional Office, near Mafikeng town within Ngaka Modiri Molema District, Mafikeng Local Municipality in the North West Province.

BAROLONG BOO RATSHIDI-MADIBE MAKGABANA

P.O.BOX 6561
MMABATHO
2735



CELL: 072 743 5198
FAX : 018 384 1662

GA-MODIMOLA

NAMANE TSA THOLO

MOLETSAMONGWE

Ref : 9/2022
Enq : M.M. Leepile
Cell No. : 072 448 2146 | 063 086 5314



Department of Arts, Culture, Sports and Recreation
North West Province
Mahikeng
2745

Sir/Madam

RE: ESTABLISHMENT OF COMMUNITY LIBRARY : MADIBE MAKGABANA VILLAGE

- Your letter dated 02/06/2022 has reference
- This communicate serves to confirm that, Kgosi, his Council, and the community of Madibe Makgabana has on 09/06/2022 taken a resolution to allocate site for establishment of community library at the aforementioned village.

Kindest regards

Yours Sincerely


Kgosi T.R Saane Tswana



**arts, culture,
sports & recreation**

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

4086 Aerodrome Crescent
Savera Building
Industrial Site
Private Bag X90
Mmabatho 2735

DIRECTORATE

**LIBRARY, INFORMATION & ARCHIVE
SERVICES**

Tell: +27 (0) 18 388 2764

E-Mail: tsempe@nwpg.gov.za

"Terms of Reference"

**For supply, delivery and installation of
Modular Library in Madibe a Makgabana:
Mahikeng Moiloa Local Municipality**

BID NUMBER: ACSR.....



Head Office: Gaabomotho

Building

Physical Address : 760 Dr

James Moroka Drive

Gaabomotho Building

Telephone

Contact: Rosa de Klerk

Email: rdeklerk@nwpg.gov.za

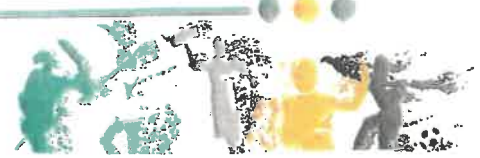


TABLE OF CONTENTS

1. Introduction	2
2. Background	2
3. Specific requirements	3
4. Scope of work	
5. Outcome and Performance standards	10
6. Deliverables	10
7. Term of Contract	10
8. Payment and penalties	11
9. Contract terms and conditions	11
10. Evaluation and award processes	11
11. Evaluation Criteria	12

1. INTRODUCTION

As per Schedule 5 (a) of the Constitution of the Republic of South Africa, library services other than national are provincial competency. ACSR is the Department mandated to provide library services to communities of the North West Province. The Library service in the North West Province is a concurrent function of the Department of Arts, Culture, Sport and Recreation and Local Municipalities.

2. BACKGROUND

One of the responsibilities of ACSR in the provision of library services to the communities is to establish library services which include building of new libraries, converting of unused buildings to accommodate library and also to install modular structures to accommodate a library.

A need has been identified to establish a modular library in **Madibe a Makgabana, Mahikeng Local Municipality** in Ngaka Modiri Molema District. The library will be installed in the premises identified by the Traditional Authority and will operate as a Dual Purpose library to meet the needs of learners and the general community.



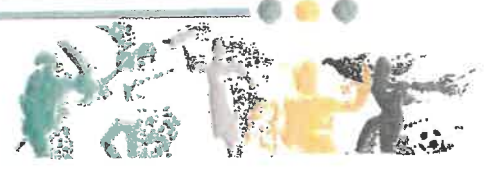
3. SPECIFIC REQUIREMENTS

Size of the structure: 204m²

ITEM/AREA	SPECIFICATION	COMMENTS
Layout	<p>144,5m² open library area</p> <p>11,5 m² Office space (3m² x 3,8m²)</p> <p>8,75m² kitchenette/workroom (2,5m² x3,5m²)</p> <p>1 x 6,25m² paraplegic toilet with wash basin (2,5m²x2,5m²)</p> <p>1 x toilet for female with hand wash basin (2,5m²x1x5m²)</p> <p>1 x toilet for men with urinal and hand wash basin(2,5m²x1x5m²)</p> <p>3 x mirror above hand wash basin (40 cm x 40 cm) in each toilet</p> <p>13,5m² passage separating toilets, kitchenette/workroom from library area(1,5m width)</p>	
Foundation	<p>Unit to be cast on a concrete slab to be done by contractor</p> <p>Included in the foundation should be a concrete apron 2.5m at the back of the unit with the two sides having an apron of 1.5m and the front having a 3m apron and at the back 2,5m apron(Thickness of the concrete slab to be specified in the BOQ's)</p> <p>The slab for the building must be at least 1 brick higher than the concrete for the apron to avoid water running back under the panel into the unit</p> <p>Soil to be pre-treated with soil insecticide and provide certificate of work done by the service provider</p>	
Entrance	Steps and a ramp (for wheelchair) constructed from concrete and fitted with	



	welded and pre-printed steel rails(width of the ramp to be specified in the BOQ's). The ramp is to be non-slip. Ensure all is prepared with rust-free paint and painted with minimum of two layers aluminium paint for outdoors.	
Flooring	- The entire unit is to be fitted with high quality non-slip vinyl sheet with colour chosen by the client.	
Wall panels	40mm panel insulated with polyurethane white internal finish with white chromadec finish on the outside	
Notice board	Install two (2) x 2m X 1.5m fitted notice boards with aluminium frame, in open plan library area next to entrance doors	
Roof	<p>Double pitched roof</p> <ul style="list-style-type: none"> - with high weight steel roof trusses designed with purlins (size of the thickness of steel to be specified in the BOQ) - galvanised IBR sheeting 0.5mm - suspended ceiling with 50mm insulation internally - PVC Gutters and downpipes around the structure. 	
Windows	<p>8 x High level aluminium windows to be fitted under ceiling (300mm X 1800mm) for main library area to come complete with burglar bars;</p> <p>1 x Fitted aluminium window top hung (900mmx1200mm) for the kitchenette/work room to come complete with burglar bars and horizontal metallic blinds.</p> <p>1 x Fixed aluminium window in the office with a mirror glass of 900mm(w) x 900mm(h) facing the library collection area.</p>	



	<p>1 x Fitted aluminium window top hung (900mmx1,200mm)</p> <p>3 x Fitted aluminium windows with top hung in each toilet and burglar bars with horizontal fitted metallic blinds (360mmx5.35mm)</p>	
Doors	<p>5x internal panel doors (1 for the office, 3 toilets and 1 for the kitchen)</p> <p>The main entrance door to be a double panel door (1,800mm x 2,040mm), This door is to be fitted with a retractable security gate with steel frame</p> <p>1x emergency exit panel door at the opposite end of the main entrance next to the office is to be fitted along with the relevant signage</p>	
Veranda	<p>2.5m x 8m IBR Veranda cover in front by the double door entrance covering the ramp and steps. All steel parts to be painted with a QD paint to avoid rust</p>	
Air Conditioning	<p>4 X 24,000 BTU split units heating and cooling air-conditioners</p> <p>1 x 9,000 BTU split unit in the office</p> <p>1 x 9,000 BTU split unit in the kitchen</p>	
Electrical	<p>Connect electricity cabling from the Eskom pole into the structure. (Contractor with the assistance of the Municipality to apply for Eskom connection)</p> <p>Distribution board with earth leakage</p> <p>13 LED double tube lights (T8) in open library area</p> <p>1 x LED double tube light in office (T8)</p> <p>1 x LED double tube light in kitchen/work area (T8)</p> <p>3 x LED bowl lights (1 per toilet)</p> <p>1 x LED double tube light in passage (T8)</p> <p>2 light switches at the main entrance door</p>	



	<p>for the lights in the main collection area</p> <p>1 light switch for the outside security lights at the main entrance door in the main collection area</p> <p>1 light switch in the kitchenette/work room</p> <p>1 light switch in the office</p> <p>1 x dedicated plug point per individual air conditioners and circuit breakers for each individual air conditioner</p> <p>4 external lights for security at night with automatic day/night LED spot lights</p> <p><u>Other plug points (16)</u></p> <ul style="list-style-type: none"> - Provision of minimum of 10 computers plug points as follows: - P801 double metal trunking in the main library as indicated on the drawings for network and 8 computer connections - (4 on one side of the door and 4 on the other side of the door) - P801 double metal trunking in the office making provision for 1 computer - 3 power plugs in library collection area for photocopier, vacuum cleaners and other electrical equipment - P801 double metal trunking at the issue desk for minimum of 2 computers and 2 additional power plugs for other electrical equipment area - 2 double plugs points in the kitchenette/work room <p>(* double plug for microwave and kettle)</p> <p>(* double for fridge & other equipment)</p>	
Kitchenette	Fitted with a single sink unit and cabinet	



	<p>along with</p> <ul style="list-style-type: none"> - 2 x 1200 floor units and a 4 drawer unit. - 1x10L under basin Easy geyser single 	
Water plan	<ul style="list-style-type: none"> - Geophysical siting, - Drilling of water to the maximum of 100m² (The contractor to confirm the depth of the drilling upon billing the Department) - minimum of 6 hours yield testing to determine the possible sustainable yield of the bore hole - analysis of the water quality (testing) if it is safe for human consumption by a certified laboratory - and equipping of borehole (water pump, water connection to the structure and secure the pump) - installation of a minimum of 0.5kW submersible pump and linked to a 5,000 litres Jo-Jo tank and booster pump. (secured with a steel cage 162mm). - Jo-Jo tank installed on a concrete slab. - Provide a plan for water connection to borehole and water tank and existing drainage / sewerage system that will be shown out by the Municipality's infrastructure Unit. 	
Fire extinguishers and fire plan	Provide dry powder fire extinguishers with signage and obtain approval from the municipality for a fire plan	
Carport	<p>Paved parking space for 10 vehicles</p> <p>5 of which are cover parking carport with</p>	

	<p>galvanised IBR roof sheets in a colour coated chromadek fixed with and including hex-head top speed screws with standard washers into steel purlins and elsewhere</p> <p>Steel poles in concrete foundation not to exceed 2m</p> <p>Prepare, touch up factory primer, paint one coat zinc chromate primer, one universal undercoat</p> <p>And 2 full coats gloss enamel paint</p> <p>Paving:</p> <ul style="list-style-type: none"> - 60mm thick block paving laid on minimum of 20 mm thick layer of pre-treaded river sand - River sand pre-treated with weed killer - Provide certificate - Paved area to be finished off with pre-casted concrete mountable road kerbs in 1,000 mm lengths clean and accurate with top edges rounded and unreinforced concrete hunching behind joints with joints between the bedded blocks and pointed cement mortar - Allow for storm water drainage through PVC pipes laid in between the kerbs 	
<p>Fence</p> <p>1 x Pedestrian gate</p> <p>1 x Motorised Vehicle sliding gate</p>	<p>Installation of 360 running perimeter high quality, anti-cut, anti-erosion, anti-climb, pvc coated, high visible security fence of cochraine mesh panels.</p> <p>Fence should be constructed out of 2m (h) x 3,297m (w) panels</p> <p>Fence, pedestrian and motorised vehicle sliding gate topped and fitted (bolted) with</p>	



	<p>anti-rust devil spikes</p> <p>Fence, pedestrian and motorised vehicle sliding gate to be manufactured from the same material as the fence</p> <p>Motorised vehicle sliding gate to be connected to the electricity of the building with own circuit breaker (plus 4 remote controls)</p> <p>Motorised vehicle sliding gate of 4,5m and same height as the 3m fence panels</p> <p>Pedestrian swing gate of minimum 1,2m (w) with a magnetic field to ensure the gate lock</p> <p>Pedestrian swing gate to be equipped with a high quality 5 lever security gate lock with wings bolted and faceplate to be operated from both sides and provide 4 keys</p> <p>Ensure profiles posts with caps are installed in concrete foundations with a minimum depth of 600mm, properly dried (cured) before panels are installed</p>	
--	---	--

4. SCOPE OF WORK

- Site clearance, soil treatment (for white ants etc.). Provide certificate of soil treatment.
- Supply, delivery and installation of the modular library structure. Provide structural engineering certificate
- Electrical connection and provide COC for electrical works.
- Water plan for supply and water drainage of water in the structure.
- Connection to existing sewerage line.
- Apply for approval from Mahikeng Local Municipality for Fire Plan.



5. OUTCOME AND PERFORMANCE STANDARDS

Completed structure that complies with health and safety regulation

A structure that is ready for its intended purpose.

6. DELIVERABLES

The deliverables of the project are:

Completed structure ready for intended purpose with:

- Structural engineer report,
- COC electrical,
- Water plan,
- Fire plan,
- Borehole water certificate.

7. TERMS OF CONTRACT

- The successful bidder(s) will enter into a contract with the Department.
- The contract is to be effected upon the date of the signatures on the contractual agreement between the Head of Department and the Service Provider and will be for the duration as specified by service provide for completion of project and certificate of completion awarded.

8. PAYMENTS AND PENALTIES

- Payment to the Service Provider will be processed upon delivery of a complete order with invoice attached.
- Successful bidders will enter into an agreement with the Department which will detail payments and penalties.
- 5% percentage of the contract amount will be held back for a period of 30 days after the completion of work (practical completion). On or before the 30



day retention period the contractor will be awarded final completion certificate and submit a close out report to allow the payment of final account.

9. CONTRACTUAL TERMS AND CONDITIONS

Contractual terms and conditions for the project will be in a form of a service level agreement which will detail the obligations of the service provider and other contractual agreements with the Department in the delivery of library material.

The contractor will be expected during the installation of the structure to comply with the Occupational Health and Safety Act, Act 85 of 1993.

10. EVALUATION AND AWARD PROCESS

All received bids will undergo an evaluation and adjudication process before a successful bidder is awarded the contract.

The Department will apply Paragraphs 3 and 6 of the National Treasury Instruction 1 of 2015/16 with TR 16 A6.3 (d) regarding publication of awards in the e-Tender Publication Portal and Government Bulletin.

11. EVALUATION CRITERIA

Evaluation based on PRICE and BBEEE status level of contribution.

PRICE	80
<i>SPECIFIC GOALS</i>	
<i>→</i> BBBEE status	20
TOTAL POINTS	= 100

Recommended / Not Recommended

Chairperson DBSC:

Date:

Approved / Not Approved

Accounting Officer:

Date:



