

SECTION NO. 2
BUILDING WORK
SPECIFICATION

	Unit	Quantity	Rate	Amount
--	------	----------	------	--------

SECTION NO. 2**BUILDING WORKS****BILL NO. 1****ALTERATIONS****REMOVAL OF EXISTING WORK****Taking out and removing doors, windows, etc from frames and later refixing in new similar position**

1	Timber single doors not exceeding 2,5m ²	No.	5		
---	-----------------------------------------------------	-----	---	--	--

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc

2	Gypsum plasterboard ceilings, including cornices, timber bandering, etc	m ²	40		
---	-------------------------------------------------------------------------	----------------	----	--	--

3	Flush plastered gypsum plasterboard suspended ceilings, including cornices, suspension grid, hangers, etc	m ²	55		
---	-----------------------------------------------------------------------------------------------------------	----------------	----	--	--

Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings

4	Carpet tile floor covering, only where damaged etc	m ²	30		
---	----------------------------------------------------	----------------	----	--	--

Taking out and removing blinds on walls etc

5	Wall mounted blinds 600 x 1500mm on aluminium windows etc	No.	23		
---	-----------------------------------------------------------	-----	----	--	--

6	Wall mounted blinds 800 x 1000mm on aluminium windows etc	No.	1		
---	-----------------------------------------------------------	-----	---	--	--

7	Wall mounted blinds 1000 x 2600mm on aluminium windows etc	No.	8		
---	------------------------------------------------------------	-----	---	--	--

8	Wall mounted blinds 600 x 3000mm on aluminium windows etc	No.	10		
---	-----------------------------------------------------------	-----	----	--	--

9	Wall mounted blinds 1000 x 1900mm on aluminium windows etc	No.	2		
---	------------------------------------------------------------	-----	---	--	--

10	Wall mounted blinds 2100 x 2200mm on aluminium windows etc	No.	3		
----	------------------------------------------------------------	-----	---	--	--

Carried to Collection

R

Section No. 2

Bill No. 1

Alterations

		Unit	Quantity	Rate	Amount
11	Wall mounted blinds 1000 x 1200mm on aluminium windows etc	No.	3		
12	Wall mounted blinds 1200 x 2100mm on aluminium windows etc	No.	1		
	<u>Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc</u>				
13	Tiles to floors	m ²	38		
14	Tiles to walls	m ²	66		
	<u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
15	Stainless steel sink, including short length of piping etc	No.	1		
16	Sink mixer, including short length of piping etc	No.	1		
17	Pillar taps, including short length of piping etc	No.	12		
18	Allow for servicing and repairing sink cupboard, including doors, hinges, handles etc	Item			
19	Vitreous china wash hand basin, including short lengths of piping, etc	No.	6		
20	Vitreous china WC pan with cistern, including short lengths of piping, etc	No.	5		
21	Vitreous china wall hung urinal with flush valve, including short lengths of piping, etc	No.	1		
	<u>MAKING GOOD OF FINISHES. ETC</u>				
	<u>Making good internal and external cement plaster</u>				
22	Filling in of all cracks including strengthening with 10 x 30 x 1mm thick expanded metal sheet with a minimum of 400mm wide around cracks	m ²	42		
Carried to Collection				R	
Section No. 2					
Bill No. 1					
Alterations					

	Unit	Quantity	Rate	Amount
23 Allow for inspecting and repairing of Library roof membrane etc	Item			
24 Allow for removal of gutters and down water pipes etc	Item			
25 Cleaning of existing concrete channel from rubble to allow for rain water to flow easily	Item			
Carried to Collection			R	
Section No. 2				
Bill No. 1				
Alterations				
2-4				

Amount

SECTION NO. 2
BUILDING WORKS
BILL NO. 1
ALTERATIONS
COLLECTION

Page No

Brought Forward from Page

2-2

2-3

2-4

Section No. 2
Bill No. 1
Alterations

Carried To Section Summary

R

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BUILDING WORKS</u> <u>BILL NO. 2</u> <u>ROOF COVERINGS</u> <u>INVERTED BOX RIBERTED (IBR)</u> <u>Repair and servicing to existing work, etc</u>				
1 Allow for inspecting the existing Inverted Box Riberted roof covering including ridge and hip capping, flashing, etc, for leaks, replace all loose or missing screws, seal small holes with galvanized steel screw bolts neoprene washers and leave perfectly	m ²	530		
Carried To Section Summary				R
Section No. 2 Bill No. 2 Roof Coverings				

2-7

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BUILDING WORKS</u> <u>BILL NO. 4</u> <u>CEILINGS PARTITIONS AND ACCESS FLOORING</u> <u>NAILED-UP CEILINGS</u> <u>6.4mm Gypsum plasterboard with 6 x 50mm fibre cement cover strips over joints</u>				
1				
Ceilings including 38 x 38mm sawn softwood banding at 400mm centres generally in one direction and 38 x 38mm banders and cross banders at joints and edges of boards	m ²	48		
2				
19 x 75mm cornice plugged	m	30		
3				
Extra over ceiling for 600 x 600 x 3mm thick pressed steel trap door, hinged to open 180 degrees onto ceiling	No.	2		
<u>SUSPENDED CEILINGS</u> <u>12.5mm Gypsum plasterboard on screw-up tee suspension grid including hangers etc. with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface</u>				
4				
Ceilings suspended etc	m ²	64		
Carried To Section Summary				R
Section No. 2				
Bill No. 4				
Ceilings Partitions And Access Flooring				

2-9

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>BUILDING WORKS</u>					
<u>BILL NO. 6</u>					
<u>TILING</u>					
<u>WALL TILING</u>					
<u>200 x 200 x 5mm White matt ceramic tiles fixed with adhesive to plaster (plaster elsewhere)</u>					
1	On walls	m ²	76		
<u>FLOOR TILING</u>					
<u>600 x 600 x 12mm unpolished porcelain floor tiles fixed with adhesive to screed (screed elsewhere) and flush pointed with tinted waterproof grout</u>					
2	On floors and landings	m ²	48		
Carried To Section Summary					
Section No. 2					
Bill No. 6					
Tiling					
2-10					
				R	

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>BUILDING WORKS</u>					
<u>BILL NO. 7</u>					
<u>PLUMBING AND DRAINAGE</u>					
<u>SOIL DRAINAGE</u>					
<u>Extra over heavy duty (Class 34) uPVC sewer and drain pipes for fittings</u>					
1	110mm Pan Connector	No.	8		
2	110mm Junction	No.	8		
3	110mm Bend	No.	8		
<u>Concrete gulleys</u>					
4	300mm Gulley not exceeding 500mm deep	No.	2		
<u>SANITARY FITTINGS</u>					
<u>Stainless steel</u>					
5	1160 x 460mm Steel sink with two end bowls on cupboard (cupboard elsewhere)	No.	1		
<u>Vaal</u>					
6	510 x 405mm Daisy 7061 lavatory basin on 57150 floor mounted pedestal	No.	6		
7	Klip 400010 low level WC suite comprising WC pan with double flap heavy duty plastic seat and matching 9 litre cistern with flush pipe	No.	5		
8	Orchid 439004 wall hung paraplegic WC pan with cradle bracket and legs and Kestrel double flap white epoxy painted wooden seat (flush valve elsewhere)	No.	1		
9	Lavatera 704001/2 wall urinal with spreader and waste union (flush valve elsewhere)	No.	2		
Carried to Collection				R	
Section No. 2					
Bill No. 7					
Plumbing And Drainage					

	Unit	Quantity	Rate	Amount
--	------	----------	------	--------

WASTE UNIONS ETC**Cobra Watertech**

10	32mm 301 CP basin waste union	No.	8	
----	-------------------------------	-----	---	--

TRAPS ETC**Rubber**

11	32mm Reseal P or S trap	No.	8	
----	-------------------------	-----	---	--

12	40 x 32mm Double bowl wash trough or sink reseal P or S trap combination	No.	1	
----	--------------------------------------------------------------------------	-----	---	--

TAPS, VALVES, ETC**Cobra Watertech**

13	15mm 111-15CP pillar tap	No.	12	
----	--------------------------	-----	----	--

14	15mm 166/041CP Star sink mixer	No.	1	
----	--------------------------------	-----	---	--

SANITARY PLUMBING**uPVC soil and vent pipes**

15	110mm Pipes	m	30	
----	-------------	---	----	--

16	110mm Access bend with anti-syphon horn	No.	8	
----	-----------------------------------------	-----	---	--

17	50mm PVC pipe	m	30	
----	---------------	---	----	--

18	50mm bend	No.	8	
----	-----------	-----	---	--

WATER SUPPLIES**Class 1 copper pipes with capillary couplings**

User Note - Class 1 copper pipes are recommended for high quality installations

19	15mm Pipes	m	80	
----	------------	---	----	--

Flexible service pipes

20	15mm Flexible connector toilet inlet with stop cock	No.	20	
----	-----------------------------------------------------	-----	----	--

Carried to Collection

R

Section No. 2

Bill No. 7

Plumbing And Drainage

		Unit	Quantity	Rate	Amount
<u>ELECTRIC WATER HEATERS</u>					
<u>Kwikot</u>					
21	Connection of existing 150 Litre Econoflo wall electric water geyser to distribution board etc	No.	1		
Carried to Collection					
Section No. 2					
Bill No. 7					
Plumbing And Drainage					
2-13					
				R	

Amount

SECTION NO. 2

BUILDING WORKS

BILL NO. 7

PLUMBING AND DRAINAGE

COLLECTION

Brought Forward from Page

Page No

2-11

2-12

2-13

Carried To Section Summary

Section No. 2

Bill No. 7

Plumbing And Drainage

2-14

R

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>BUILDING WORKS</u>					
<u>BILL NO. 8</u>					
<u>PAINTWORK</u>					
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>					
<u>One coat low odour premium quality highly washable and stain resistant acrylic emulsion paint, on work in sound condition</u>					
1	Walls	m ²	822		
<u>ON PLASTERBOARD SURFACES</u>					
<u>Two coats superior quality acrylic emulsion paint for interior and exterior use, on work in poor condition</u>					
2	Ceilings and cornices	m ²	52		
<u>ON WOOD SURFACES</u>					
<u>Spot priming bare wood surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on new work etc</u>					
3	Doors	m ²	16		
<u>Two coats superior quality clear gloss varnish, on work in good condition</u>					
4	Doors	m ²	20		
<u>TINTWORK TO ALUMINIUM WINDOWS</u>					
<u>Apply one layer of tint on all windows etc</u>					
5	Aluminium window 600 x 1500mm	m ²	21		
6	Aluminium window 800 x 1000mm	m ²	2		
7	Aluminium window 1000 x 2600mm	m ²	21		
8	Aluminium window 600 x 3000mm	m ²	20		
9	Aluminium window 1000 x 1200mm	m ²	4		
Carried to Collection				R	
Section No. 2					
Bill No. 8					
Paintwork					

Amount

SECTION NO. 2
BUILDING WORKS
BILL NO. 8
PAINTWORK
COLLECTION

Brought Forward from Page

Page No

2-15

2-16

Carried To Section Summary

Section No. 2
Bill No. 8
Paintwork

2-17

R

Amount

SECTION NO. 2**BUILDING WORKS****SECTION SUMMARY**Bill
No.

Page

1	ALTERATIONS	2-5
2	ROOF COVERINGS	2-6
3	CARPENTRY AND JOINERY	2-7
4	CEILINGS PARTITIONS AND ACCESS FLOORING	2-8
5	FLOOR COVERINGS	2-9
6	TILING	2-10
7	PLUMBING AND DRAINAGE	2-14
8	PAINTWORK	2-17

Section No. 2

SECTION SUMMARY

Carried to Final Summary

R

SECTION NO. 3
EXTERNAL WORKS

3-2

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u>				
<u>EXTERNAL WORKS</u>				
<u>BILL NO. 2</u>				
<u>PAINTWORK</u>				
<u>ON EXTERNAL FLOATED PLASTER SURFACES</u>				
<u>Two coats extremely durable UV-resistant washable pure acrylic emulsion sheen paint with teflon, on work in good condition</u>				
1 Walls	m ²	310		
<u>ON METAL SURFACES</u>				
<u>One coat alkyd based universal undercoat and one coat superior quality universal enamel paint, on work in sound condition</u>				
2 1800 x 3000mm pallisade panels etc	m ²	648		
3 On roof metal side beams and frames, fascia boards etc	m ²	242		
Carried To Section Summary			R	
Section No. 3				
Bill No. 2				
Paintwork				

Amount

SECTION NO. 3

EXTERNAL WORKS

SECTION SUMMARY

Bill
No.

Page

1 ROOF COVERINGS

3-2

2 PAINTWORK

3-3

Carried to Final Summary

Section No. 3
SECTION SUMMARY

R

SECTION NO. 4

PROVISIONAL SUMS

Amount

SECTION NO. 4

PROVISIONAL SUMS

ELECTRICAL, ELECTRONICAL AND MECHANICAL INSTALLATIONS

General electrical work etc

- 1 Provide the sum of R 100 000.00 (Hundred Thousand Rand) for inspecting and repairing all electrical work including lights, plugs, wires, breakers, powerskirting, distribution board etc, and issue Certificate of Compliance (COC) after completion of works

Item

- 2 Profit

Item

- 3 Attendance

Item

Fire Extinguishers, Hydrants, Hose reel etc

- 4 Provide the sum of R 40 000.00 (Forty Thousand Rand) for servicing and repairing of all fire extinguishers, hydrants, hose reel etc

Item

- 5 Profit

Item

- 6 Attendance

Item

Air-conditioning, servicing, repairing and replacing etc

- 7 Provide the sum of R 150 000.00 (Hundred and Fifty Thousand Rand) for servicing, repairing and replacement of all air-conditioning, ventilation and heating equipments

Item

- 8 Profit

Item

- 9 Attendance

Item

Community Liaison Officer (CLO)

- 10 Provide the sum of R 39 000.00 (Thirty Nine Thousand Rand) for the appointment of the Community Liaison Officer for the period of six (06) months

Item

Carried To Section Summary

R

Section No. 4

Bill No. 1

Provisional Sums

Amount

SECTION NO. 4

PROVISIONAL SUMS

SECTION SUMMARY

Brought Forward from Page

Page

4-2

Carried to Final Summary

R

Section No. 4
SECTION SUMMARY

Section No. **FINAL SUMMARY**

Page

- 1 PRELIMINARIES
- 2 BUILDING WORKS
- 3 EXTERNAL WORKS
- 4 PROVISIONAL SUMS

2-18

3-4

4-3

ADD: CONTIGENCIES

Allow the sum of R 50 000.00 (Fifty Thousand Rand) as shown for contingencies to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.

SubTotal excluding Value
Added Tax

ADD VAT @ 15%:

Carried to Tender

R

FINAL SUMMARY

T2.2 RETURNABLE SCHEDULES REQUIRED

FOR TENDER EVALUATION PURPOSES

Annexure C: Preferencing schedule: Broad-Based Black Economic Empowerment status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that "Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy."

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro-enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporations Act of 1984 in respect of the entity's last financial year, or a 12-month period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro-exempted enterprises

Sufficient evidence of B-BBEE status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% Maximum points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box):

☐ Generic code of good practice

☐ Other – specify

- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness: Signature of witness:

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

- 2) Supporting documentation of the above-mentioned claim for a preference must be submitted with the tender submission to be eligible for a preference.

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 institution	State

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.

SBD4

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works North West in respect of the following project:

(project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: : _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

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

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

 (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

- B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			

	Name	Capacity	Signature
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

VOLUME 3: CONTRACT

PART C1: AGREEMENT AND CONTRACT

DATA

C1.2 CONTRACT DATA

DPW-04 (EC): CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

CONTRACT DATA FOR Renovation of library structure at Morokweng

	<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 [] brackets</p>
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer: Government of the Republic of South Africa in its Department of Public Works and Roads, North West Province.</p>
8	<p>Postal address: Private Bag x3 Vryburg 8600</p>
[1.2]	<p>Tel: 053 928 7200 Fax: 053 927 4882</p> <p>Physical address: 20 Malt Street Industrial Site Vryburg 8601</p>



42.1.2 [1.1, 5.1]	Principal Agent: Mr. K.K Gill/Mr. L.k Mokgosi. Postal address: 20 Malt Street Industrial Site Vryburg 8601 Tel: 053 928 7200 Fax: 053 927 4882
[1.1]	Representative of the Employer: Mr. S.M Molapisi Postal address: 20 Malt Street Industrial Site Vryburg 8601 Tel: 053 928 7200 Fax: 053 927 4882

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 : ..

Tender no: **PWR 01/16**

[1.1 #] [31.11.2#] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	<p>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)</p> <p>2. Lateral support insurance to be effected by the contractor: Yes No</p> <p>3. Payment will be made for materials and goods Yes No</p> <p>4. Dispute resolution by litigation Yes No</p> <p>5. Extended defects liability period applicable to the following elements: state elements</p>
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be insert construction period in weeks/months from the commencement date and the penalty per calendar day shall be R insert penalty amount .
42.2.8 [24.3.1] [28.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : Section 1: as per duration of days lapsed as scheduled by PWR Section 2: insert description as may be applicable insert penalty amount

	<p>Section 3: <i>insert description as may be applicable</i></p> <p><i>insert penalty amount</i></p> <p>Section 4: <i>insert description as may be applicable</i></p> <p><i>insert penalty amount</i></p> <p>Section 5: <i>insert description as may be applicable</i></p> <p><i>insert penalty amount</i></p> <p>Section 6: <i>insert description as may be applicable</i></p> <p><i>insert penalty amount</i></p>
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	<p>Contract works insurance to be effected by the contractor</p> <p><input type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the minimum sum of R <i>insert amount (insert amount in words)</i> With a deductible not exceeding 5% of each and every claim</p>
42.3.2 [10.1 #, 10.2 #, 12.1 #]	<p>Supplementary insurance is required: NO</p> <p>To the minimum value of the contract sum plus 10 %</p>
42.3.3 [11.1 #, 12.1 #]	<p>Public liability insurance to be effected by the contractor</p> <p><input type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim</p> <p>or</p> <p><input type="checkbox"/> For the sum of R <i>(insert amount in words)</i> With a deductible not exceeding 5% of each and every claim</p>
42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the contractor</p> <p>For the sum of R <i>(insert amount in words)</i></p> <p>With a deductible of R <i>(insert amount in words)</i></p>

42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge



42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: <input type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended) or <input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999 or <input type="checkbox"/> Other (<i>specify</i>)
42.4.5 [3.4]	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 No</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. 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</p> <p>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:</p> <p>1.6.4 No clause</p>



- 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 result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

10.7.3 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

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.

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

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)



- 14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)
- 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
- 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.
- 14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
- 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
- 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
- 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
- 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor
- 14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
- 14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
- 14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum 9 (excluding VAT) has been selected:
- 14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date
- 14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender
- 14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring
- 14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee



- 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 were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the **final payment certificate**
- 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 "twenty one (21) **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 38.5.439.3.5 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
- 40.7.1 Change "{10}" to "{15}"
- Add the following to the end thereof: 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.

42.0	Part 2: Contract Data provided by the Contractor:															
42.5	CONTRACT DETAILS															
42.5.1	Contractor: Postal address: _____ Tel: _____ _____ Fax: _____ TAX / VAT Registration No: _____ Physical address: _____															
42.5.2	The accepted contract sum inclusive of tax is R _____ Amount in words: _____															
42.5.3 [21.3]	The latest day of the month for the issue of an interim payment certificate : 30 th															
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: (Chose A or B) Alternative A Alternative B															
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: (Chose A or B) Alternative A Alternative B															
42.5.7 [14]	The security to be provided by the contractor : (a) In respect of contracts up to R1 million, the contractor will provide security in terms of 14.1 (b) (b) in respect of contractor above R1 million, the contractor will provide, as security, on of the following: <table border="0"> <tr> <td>(1) cash deposit of 10 % of the contract sum (excluding VAT)</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>(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)</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>(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) (DPW-10.1 EC)</td> <td>Yes</td> <td>No</td> </tr> </table> <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>	(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) (DPW-10.3 EC)	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) (DPW-10.1 EC)	Yes	No
(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) (DPW-10.3 EC)	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) (DPW-10.1 EC)	Yes	No														
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period : From: _____ to _____															



42.642.6.1	<p>DOCUMENTS</p> <p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes No Document marked as: _____ Lump sum document: : Yes No Document marked as: _____ Guarantees: Yes No Document marked as: _____ Contract drawings: Yes No Document marked as: _____ Other documents: Yes No (Attach additional pages if more space is required) _____ _____ _____ _____ _____ _____ _____</p>
------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

C1.3 FORM OF GUARANTEE

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Deputy Director-General
Department of Public Works North West
Government of the Republic of South Africa

To: **Department of Public Works and Roads**
Private Bag **Private Bag X3**
Vryburg
8601

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 North West, (hereinafter referred to as the "**employer**"), Contract/Tender No: **RSM B29 22/23**, for the **Renovation of library structure at Morokweng** (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**, (**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 _____ 200__

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



PG-02.2 (EC): PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	Renovation of library structure at Morokweng		
Tender no:	<i>RSM B29 22/23</i>	Reference no:	

C2.1 Pricing Instructions

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
 - (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein.

(a) **BILLS OF QUANTITIES / LUMP SUM DOCUMENT**

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

(b) **VALUE ADDED TAX**

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) **FIXED PRICE CONTRACT**

Should the **bills of quantities / lump sum document** be a fixed price contract, the following clause must be inserted in the Pricing Instructions:

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

PART C3 SCOPE OF WORK

C3 SCOPE OF WORK

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	Renovation of library structure at Morokweng		
Tender no:	RSM B29 22/23	Reference no:	

C3. Scope of Works

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.

(c) EXTENT OF THE WORKS

1.

Project description: Renovation of existing building
Scope:

Construction Task:

The following are on the program of work (building):

The following activities will take place:

- Roof repairs
- Paintwork
- Plumbing and drainage repairs
- Airconditioners
- Electrical work
- Carpentry and joinery
- Floor covering
- Glazing

(a) BUILDINGS OCCUPIED

Specific requirements is as described in clause 12.1.6 of the Schedule of Variables, Section B, and JBCC Preliminaries.

PART C4: SITE INFORMATION

C4 SITE INFORMATION

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

Project title:	Renovation of library structure at Morokweng		
Tender no:	RSM B29 22 /23	Reference no:	

C4 Site Information

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
 - (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. Nature of ground, surface conditions, water table as visible in test holes and other indisputable facts that may affect construction must be described.
 3. Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries.

Site condition(s)

Site at Morokweng village, along side main street.

One big library structure with paving, carports and fenced with steel palisade.

etc.

