

T2.1.9: CAPACITY OF TENDERER

Project title:	<i>CONSTRUCTION OF MARITE NEW POLICE STATION: MPUMALANGA PROVINCE</i>		
Tender number:	19/1/9/1/01TB (26)	Closing date:	13 August 2026
Advertising date:	25 June 2026	Validity period:	90 days

1. Bidders **MUST** complete the attached Functionality Evaluation Criteria and also attach the necessary supporting documentation.
2. Failure to comply **WILL result** in the Bid being disqualified.
3. Only Tenderers that obtain a minimum Functionality Score of 60% and above, will be considered and further evaluated in terms of price and preference.

Name of Tenderer	Signature	Date

51



FUNCTIONALITY AND DUE DILIGENCE CRITERIA

PROJECT NAME	CONSTRUCTION OF NEW MARITI POLICE STATION: MPUMALANGA PROVINCE
TENDER NUMBER	19/1/9/1/01TB (26)

#	CRITERIA	EVALUATION INDICATORS	ALLOCATED POINTS		
1	RELEVANT BUILDING CONSTRUCTION WORKS EXPERIENCE ON PREVIOUS CONTRACTS OF SIMILAR NATURE, SCOPE AND/OR COMPLEXITY		40		
	<p>The bidder must submit signed appointment letters and signed practical completion certificates from previous projects completed in relation to building construction of a similar nature, in the last 10 years must be attached.</p> <p>It is a mandatory requirement to complete Tables 1A and 1B in full for the projects in this section. Failure to comply will result in a zero-point allocation</p> <p>NB: Only brick and mortar projects will be considered.</p>	<p>Five (5) Building construction related projects of similar nature, scope, and complexity at R 30 million or higher</p> <p>(a) New Construction (8 points per project)</p> <p>(b) Repair and Upgrades (5 points per project)</p> <p>(c) None of the above (0 points per project)</p>	40		
<p><i>Similar nature, scope and/or complexity refers to project typologies listed below:</i></p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> Purpose-built shops Office developments Garages/showrooms Department stores Shopping centres Food processing units Breweries Telecommunications/computer buildings High-risk research/production Research/development labs Radio/TV/recording studios Community centres Branch libraries Fire stations/ Ambulance Bus stations Railway stations Airports Police stations Prisons Postal buildings Broadcasting Civic centres Religious and crematoria Specialist libraries Museums and art galleries Courts of session </td> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> Concert halls High Court Secondary school University complexes University laboratories Assembly/machine workshops Purpose-built factories Clinics Health centres General hospitals Nursing homes Surgeries (Doctor's consulting rooms) Teaching hospitals Hospitals Laboratories Sports halls Leisure complexes Specialised complexes Dormitory/hostels State-Aided Housing Student housing Private Apartment blocks Hotels Housing for the frail and elderly Opera houses Theatres </td> </tr> </table>				<ul style="list-style-type: none"> Purpose-built shops Office developments Garages/showrooms Department stores Shopping centres Food processing units Breweries Telecommunications/computer buildings High-risk research/production Research/development labs Radio/TV/recording studios Community centres Branch libraries Fire stations/ Ambulance Bus stations Railway stations Airports Police stations Prisons Postal buildings Broadcasting Civic centres Religious and crematoria Specialist libraries Museums and art galleries Courts of session 	<ul style="list-style-type: none"> Concert halls High Court Secondary school University complexes University laboratories Assembly/machine workshops Purpose-built factories Clinics Health centres General hospitals Nursing homes Surgeries (Doctor's consulting rooms) Teaching hospitals Hospitals Laboratories Sports halls Leisure complexes Specialised complexes Dormitory/hostels State-Aided Housing Student housing Private Apartment blocks Hotels Housing for the frail and elderly Opera houses Theatres
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Version No.: 0.00
 Version date: October 2024

2	FINANCIAL CAPACITY		20
	Provide a valid bank rating from your banking institution stating A, B, C or D bank code /rating, not older than 3 months from tender closing date. In case of Joint Venture, the Bank Account indicated on the Bank detail letter must be that of the Lead Partner of the JV or the same as the Preferred Bank Account on the joint CSD	Credit rating/code of D	5
		Credit rating/code of C	10
		Credit rating/code of B	15
		Credit rating/code of A	20
		No information provided	0
3	COMPETENCE OF KEY PERSONEL(S), PROFESSIONAL AND TECHNICAL PERSONNEL		40
	3.1	Professional Construction Manager (registered with SACPCMP)	15
	Provide the following information for the Professional Construction Manager ▪ A detailed CV ▪ Proof of professional registration with SACPCMP as a Professional Construction Manager valid at time of bid closing date Professional Construction Project Manager will not be considered	2 or less years post registration relevant construction experience as a Professional Construction Manager	5
		More than 2 but less than 6 years post registration relevant construction experience as a Professional Construction Manager	10
		6 or more years post registration relevant construction experience as a Professional Construction Manager	15
	3.2	Construction Health and Safety Officer	15
	Please note that it is mandatory for the Construction Health and Safety Officer, whether acting as an Officer, Manager, or Agent to be formally registered with the South African Council for the Project and Construction Management Professions (SACPCMP). Provide the following information for the Construction Health and Safety Officer ▪ A detailed CV ▪ Proof of professional registration with SACPCMP as a Registered Construction Health and Safety Officer/ Manager/ Agent valid at time of bid closing date	2 or less years post registration relevant construction experience as a Registered Construction Health and Safety Officer/ Manager /Agent	5
		More than 2 but less than 3 years post registration relevant construction experience as a Registered Construction Health and Safety Officer / Manager /Agent	10
		3 or more years post registration relevant construction experience as a Registered Construction Health and Safety Officer / Manager /Agent	15

3.3	Site Agent	10
Provide the following information for the Site Agent <ul style="list-style-type: none"> ▪ A detailed CV showing experience as a site agent ▪ Copy of built-environment academic qualification (where required) 	2 or less years relevant construction experience as site agent with built-environment academic qualification. <i>or</i> More than 2 but less than 6 years of relevant construction experience as site agent without built-environment academic qualification	3
	More than 2 but less than 5 years relevant construction experience as site agent with built-environment academic qualification. <i>or</i> 6 or more but less than 10 years relevant construction experience as site agent without built-environment academic qualification	6
	6 or more years relevant construction experience as site agent with Built-environment academic qualification. <i>or</i> 10 or more years relevant construction experience as site agent without built-environment academic qualification	10
	TOTAL FUNCTIONALITY SCORE	100.00


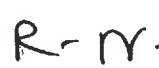

Minimum functionality score to qualify for further evaluation	60.00
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ABBREVIATIONS


SACPCMP - South African Council for the Project and Construction Management Professions
CV - Curriculum Vitae

DUE DILIGENCE

Bidders are notified that the due diligence of all submissions as well as physical verification shall be undertaken for all parameters on the functionality criteria




 Version No.: 0.00
 Version date: October 2024

F: RISK ASSESSMENT (DUE DILIGENCE) CRITERIA

	Project Name	CONSTRUCTION OF NEW MARITI POLICE STATION: MPUMALANGA PROVINCE
	Project reference	19/1/9/1/01TB (26)

F.1 General

- F.1.1 The Employer reserves the right, at its sole discretion, to conduct any due diligence and verification procedures deemed necessary in relation to information, documentation, and representations submitted by Tenderers. This may include, but is not limited to, contacting third parties, verifying qualifications and registrations with statutory bodies, inspecting financial information with financial institutions, and confirming project references with previous clients or consultants.
- F.1.2 Submission of a bid shall be deemed as the Tenderer's consent to such due diligence checks. The Employer further reserves the right to disqualify any Tenderer and/or reject any submission found to contain misrepresentation, falsified documentation, or material inaccuracies, without incurring any liability towards the Tenderer.

F.2 Technical Risks:

Experience on comparable projects completed at least in the past 10 years

- F.2.1 Verification of the Tenderer's relevant experience on comparable projects completed, as demonstrated by signed appointment letters and signed practical completion certificates submitted in support of the functionality criteria.

Contractual commitment and quality of performance on comparable projects completed at least in the past 10 years

- F.2.2 Assessment of the Tenderer's adherence to contractual commitments and the quality of performance on comparable completed projects, as demonstrated in Table 1A: Previous Projects
- F.2.3 Tenderer to provide verifiable and contractually acceptable references.
- F.2.4 Aspects to be considered may include, but are not limited to the following:
- The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extent of penalties imposed;
 - Financial management: payment to suppliers and cash flow problems;
 - Quality of workmanship: extent of reworks and timeous attention to remedial works;

Contractual commitment and quality of performance on projects currently ongoing

- F.2.5 Assessment of the Tenderer's adherence to contractual commitments and the quality of performance on current projects, as demonstrated in Table 1B: Current Projects

Suitably qualified and appropriately experienced human resources

- F.2.6 Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (construction manager, site agent, construction health and safety officer) of the tenderer as stated in the functionality criterion including other professional, technical and/or administrative, as proof that the tenderer will be able to react/respond appropriately to the Services required herein.
- F.2.7 The Project Team Organogram with CV's and certified ID's of all key personnel stated in functionality criterion as well as proof of Professional Registration will be verified with relevant regulatory bodies. Current and future workload of the tenderer in relation to capacity and capability will also be considered.
- F.2.8 Evaluation of the proposed programme and implementation methodology.

F.3 Commercial Risk

- F.3.1 The financial tender evaluation report will be prepared by the appointed Professional Service Provider (PSP), i.e the quantity surveyor, to assess the extent of any commercial risk the tenderer may pose to the Employer.
- F.3.2 The report may include, but is not limited to, the following aspects:
- a) Discrepancies between the final summary of the bills of quantities and the Form of Offer and Acceptance.
 - b) Market reasonableness of the tendered price.
 - c) Identification of unduly low and/or high rates within the bills of quantities.
 - d) Arithmetic errors made by the tenderer in completing the pricing documents, and the impact thereof.
 - e) Omissions in the pricing of the bills of quantities.
 - f) Price and/or rate imbalances within the bills of quantities.
- F.3.3 Tenderers may also be requested to substantiate their pricing by submitting supporting documentation (e.g., rate breakdowns, quotations), which will be subject to further scrutiny by the PSP.
- F.3.4 A tenderer may be declared non-responsive and subsequently disqualified under the following circumstances:
- a. Failure to provide the requested supporting documentation, or a satisfactory explanation for its absence, within the timeframe stipulated by the Employer.
 - b. In the opinion of the Employer, the tenderer presents an unacceptable level of commercial risk.
 - c. Submission of fraudulent and/or misleading documentation.

F.4 Financial Risk

- F.4.1 Analyses of the Tenderer's financial stability, credit and risk history may include but not limited to:
- a. Verification of the tenderer's financial capability, including confirmation of the authenticity of the bank rating letter.
 - b. Audited financial reports demonstrating the tenderer's current liquidity

Handwritten initials and number:
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56

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

1.1. Table 1A: Current Projects

Project	Place (town)	Reference / Contact Person	Contact Tel No.	Contract Amount	Contract Period	Date of Commencement	Scheduled Date of Completion	Actual date of Completion
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

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1.2. Table 1B: Previous Projects

Project	Place (town)	Reference/ Contact Person	Contact Tel No.	Contract Amount	Contract Period	Date of Commencement	Scheduled Date of Completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

58
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Due Diligence Criterion

**CONSTRUCTION OF MARITE NEW POLICE STATION:
MPUMALANGA PROVINCE**

BID NUMBER: 19/1/9/1/01TB (26)

**PART C:
CONTRACT**

Part C1:

Agreements and contract data:

C 1.1: FORM OF OFFER AND ACCEPTANCE

Tender* no: 19/1/9/1/01TB (26)

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF MARITE NEW POLICE STATION: MPUMALANGA PROVINCE**

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.

SIGNED FOR THE TENDERER:

Signature	Capacity	Name and surname of representative	Date
Name and address of tenderer:			

WITNESSED BY:

Signature	Name and surname of witness	Date

Tender no: 19/1/9/1/01TB (26)

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information, drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

SIGNED FOR THE EMPLOYER:

Signature	Capacity	Name and surname of representative	Date
Name and address of employer:			

WITNESSED BY:

Signature	Name and surname of witness	Date

Tender no: 19/1/9/1/01TB (26)

Schedule of Deviations

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

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 returnable 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.

62

**C1.2: CONTRACT DATA**

JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project : Construction of New Marite Police Station: Mpumalanga Province

Employer : South African Police Service Reference : 19/1/9/1/01TB (26)

	<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>
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	<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>
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42.0	Part 1: Contract Data completed by the Employer:
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer:</p> <p>Government of the Republic of South Africa in its South African Police Service</p> <p>Postal address: Private Bag X254 Pretoria.. 0001</p> <p>Tel: 012 841 7000 Fax: 012 841 7495</p> <p>Physical address: Supply Chain Management 117 Cresswell Rd Silverton 0127</p>
[1.2]	

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PART C1.2: CONTRACT DATA

42.1.2 [1.1, 5.1]	Principal Agent: Postal address: Tel: Fax:
[1.1]	Representative of the Employer: COL T TLOLANE Postal address: Private Bag X254 Pretoria 0001 Tel: 012 845 8700 Fax: 086 403 0120
42.1.3 [1.1, 5.2]	Agent (1) Agent's service: Architect Postal address: Tel: Fax:
42.1.4 [1.1, 5.2]	Agent (2) Agent's service: Postal address: Tel: Fax:
42.1.5 [1.1, 5.2]	Agent (3) Agent's service: Postal address: Tel: Fax:



42.1.6 [1.1, 5.2]	Agent (4) Agent's service: Postal address: Tel: Fax:
42.1.7 [1.1, 5.2]	Agent (5) Agent's service: Postal address: Tel: Fax:
42.1.8 [1.1, 5.2]	Agent (6) Agent's service: Postal address: Tel: Fax:
42.1.9 [1.1, 5.2]	Agent (7) Agent's service: Postal address: Tel: Fax:

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



<p>[1.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]</p>	<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 <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3) Payment will be made for materials and goods Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>4) Dispute resolution by litigation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>5) Extended defects liability period applicable to the following elements: [Mechanical & Electrical Equipment - 12 Months]</p>
<p>42.2.6 [15.3]</p>	<p>Period for the commencement of the works after the contractor takes possession of the site: One (1) working day.</p>
<p>42.2.7 [24.3.1] [30.1]</p>	<p>For the works as a whole: The date for practical completion shall be [Twenty Four (24) months] from the date on which possession of the site is given to the contractor and the penalty per calendar day shall be as per the Appendix A attached herein upon award.</p>
<p>42.2.8 [24.3.1] [28.1]</p>	<p>For the works in sections: The date for practical completion from the date on which possession of the site is given to the contractor and the penalty per calendar day:</p> <p>Section 1: [N/A] Construction period: [N/A] Penalty: [N/A]</p> <p>Section 2: [N/A] Construction period: [N/A] Penalty: [N/A]</p> <p>Section 3: [N/A] Construction period: [N/A] Penalty: [N/A]</p> <p>Section 4: [N/A] Construction period: [N/A] Penalty: N/A]</p> <p>Section 5: [N/A] Construction period: [N/A] Penalty: [N/A]</p> <p>Section 6: [N/A] Construction period: [N/A] Penalty: [N/A]</p>
<p>42.2.9 [1.2]</p>	<p>The law applicable to this agreement shall be that of the: Republic of South Africa</p>

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42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 20% With a deductible not exceeding 10% of each and every claim Or <input type="checkbox"/> For the minimum sum of R [State amount, if applicable] With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R [State amount, if applicable] With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R [N/A] With a deductible of R [N/A]
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 checked="" type="checkbox"/> Standard System of Measuring Building Work (seventh 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



42.4.6 [31.5.3] [32.13]	<p>The contract value is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></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 quantities2) 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 1703) 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 preliminaries4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted5) 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>
42.4.7 [3.10]	<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> <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</p> <p>CONSTRUCTION PERIOD – means the period commencing on the date on which possession of the site is given to a contractor as stated in the schedule and ending on the date of practical completion</p> <p>CONSTRUCTION WORK PERMIT – means a document issued in terms of regulation 3 of the Construction Regulations, 2014 as published in Government Gazette No.40883 of 2 June 2017, as amended</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the acquisition process or in contract execution</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a acquisition 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</p> <p>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)</p> <p style="text-align: right;">MR R.N. J.M.</p>



	<p>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</p> <p>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> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>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.</p> <p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>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</p> <p>10.5 Add the following as 10.5</p> <p>Damage to the works</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>10.6 Add the following as 10.6</p> <p>Injury to Persons or loss of or damage to Properties</p> <p>(a) 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</p>
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69



- (b) 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
- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (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 doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the date on which possession of the **site** is given to the **contractor** 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

R.M. J.M.
70 MB



	<p>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 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 the 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 the 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 the 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</p>
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	employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor
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	<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 the 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> <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:</p> <p>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)</p> <p>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</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>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</p> <p>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</p> <p>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:</p> <p>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 the commencement date</p> <p>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</p> <p>14.6.3 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>14.6.4 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</p>
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- 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 forty (40) **working days** of the **contractor** complying with the terms of 15.1.4 where a **construction work permit** is required in terms of the **works** or within ten (10) **working days** where a **construction work permit** is not a requirement in terms of the **works**"
- 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**



	<p>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</p> <p>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.</p> <p>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:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>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</p> <p>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</p> <p>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</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."</p> <p>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</p> <p>34.1 Remove #</p> <p>34.2 Add # next to 34.2</p> <p>34.8 The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate</p> <p>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"</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this</p>
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	<p>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</p> <p>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"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"</p> <p>and</p> <p>38.5.4</p> <p>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"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <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>
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42.4.8	CONTRACT PARTICIPATION GOALS AND CONTRACT SKILLS DEVELOPMENT GOALS
<p>The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) and Contract Skills Development Goals (CSDG) as described in C3: Scope of Work and C2.1: Pricing Assumptions and in accordance with the feasibility study (where applicable), which forms part of the specifications in the CPG Section of the Specification of this contract.</p>	

(a)	<p>cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects that require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with a minimum 6 month construction period)</p>
(b)	<p>cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period)</p>
(c)	<p>Failing to achieve the minimum targeted Contract Skills Development Goal and/or minimum targeted Contract Skills Development Goal will result in a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT (see example in Annexure B)</p>



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 [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 checked="" type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input checked="" type="checkbox"/> Alternative B <input type="checkbox"/>

76 MB J.W.

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<p>42.5.7 [14]</p>	<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 checked="" 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 checked="" 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>
<p>42.5.8 [29.7.2]</p>	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

<p>42.6 42.6.1</p>	<p>DOCUMENTS</p> <p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Attach additional pages if more space is required)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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APPENDIX A
CALCULATION OF PENALTY

The following calculation of **penalty** will be based on the tendered amount (excluding **tax**) of the awarded **contractor** and it shall be carried forward to item 42.2.7 of the **schedule** for **works** to be completed as a whole and item 42.2.8 for **works** to be completed in **sections**.

CONSTRUCTION PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0 – R 500	nearest R 5
R 501 – R 1 000	nearest R 10
R 1 001 – R 5 000	nearest R 50
R 5 001 and above	nearest R 100

EXAMPLE

Contract sum	=	R2 500 000 (excluding tax)
Construction period	=	12 months
		R2 500 000 x $\frac{0.0275}{100}$
	=	R687.50/Calendar day
Therefore rounded off to the nearest R10.00	=	R690.00/Calendar day



APPENDIX B
PENALTY FOR NOT ACHIEVING MINIMUM CPG AND CSDG EXAMPLE

1. Minimum Targeted Enterprise Development Contract Participation Goal

A.	Project Value	R 120 000 000,00
B.	Minimum 5% CPG Targeted Enterprise Development	R 6 000 000,00
C.	CPG Achieved*	R 4 000 000,00
D.	Shortfall	R 2 000 000,00
E.	Penalty applicable as per Contract Data (D x 30%)	R 600 000,00

*amount sub-contracted and/or amount for joint venture partner for targeted enterprise/s

2. Minimum Targeted Contract Skills Development Goal

A.	Contract amount (Excl. VAT and allowances)	R 95 000 000,00
B.	Minimum 0,5% CSDG (GB Contractor)	R 475 000,00
C.	CSDG Achieved*	R 400 000,00
D.	Shortfall	R 75 000,00
E.	Penalty applicable as per Contract Data (D x 30%)	R 22 500,00

* Actual CSDG training requirement value after award upon selecting method/s of training and appointment of beneficiaries

R. N.
79 MB J.N.

**CONSTRUCTION OF MARITE NEW POLICE STATION: MPUMALANGA
PROVINCE**

BID: 19/1/9/1/01TB (26)

PART C:

CONTRACT

Part C.2

Pricing data:



C2.1 PRICING ASSUMPTIONS

JBCC Series 2000

Project : Construction of New Marite Police Station: Mpumalanga Province

Employer : South African Police Service **Reference** : 19/1/9/1/01TB (26)

C2.1.1 BILLS OF QUANTITIES

C2.1.1.1 The **bills of quantities** 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, scope of work, conditions of contract, specifications, drawings, and all other relevant documentation

C2.1.1.2 The prices and rates to be inserted by the tenderer in the **bills of quantities** shall be the full inclusive prices to be paid by the **employer** for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the **contract drawings** as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based

C2.1.1.3 Each item shall be priced and extended to the "total" column by the tenderer, with the exception of the items for which only rates are required, or items which already have **prime cost amount** or provisional sum affixed thereto. If the tenderer omits to price any items in the **bills of quantities**, then these items will be considered to have a nil rate or price

C2.1.1.4 The tenderer is cautioned against using any quantities appearing in these **bills of quantities** for the purpose of ordering material, it is done at its own risk and no liability whatsoever will be admitted by the **employer** or **agent** for the correctness of such quantities. Unless otherwise stated, items are measured net in accordance with the **contract drawings**, and no allowance is made for waste

C2.1.1.5 The prices and rates to be inserted by the tenderer in the **bills of quantities** shall be the full inclusive prices to be paid by the **employer** for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market-related prices shall be inserted as these will be used as a basis for the assessment of payment for additional work that may have to be carried out

C2.1.1.6 A price or rate is to be entered against each item with the unit stated in the **bills of quantities**, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash, or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The tenderer may be requested to clarify nil rates or items regarded as having nil rates, and the **employer** may also perform a commercial risk analysis with regard to the reasonableness of such rates prior to the award of a tender



PART C2.1: PRICING ASSUMPTIONS

- C2.1.1.7 The tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:
- (a) variations of specified components in the make-up of a pay item may be expected; and
 - (b) no work under the item is foreseen at the tender stage but the possibility that such work may be required is not excluded
- C2.1.1.8 For "Rate Only" items no quantities are given in the "quantity" column but the quoted rate shall apply in the event of work under this item being required. The tenderer shall however note that in terms of the tender data, the tenderer may be asked to reconsider any such rates that the employer may regard as unbalanced
- C2.1.1.9 Descriptions in the **bills of quantities** are abbreviated and comply generally with those in the principles contained in the latest version of the Standard System for Measuring Building Work issued by the Association of South African Quantity Surveyors. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the tenderer shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of national best practice
- C2.1.1.10 The quantities set out in these **bills of quantities** are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used to determine payments due, not the quantities given in the **bills of quantities**
- C2.1.1.11 The tenderer shall be deemed to have inspected and examined the **site** and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:
- (a) the form and nature of the site and its surroundings, including subsurface conditions,
 - (b) the hydrological and climatic conditions,
 - (c) the extent and nature of work and materials necessary for the execution and completion of the works,
 - (d) the means of access to the site and the accommodation he may require
 - (e) and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies, and all other circumstances which may influence or affect his tender"
- C2.1.2 CORRECTIONS OF ENTRIES**
- C2.1.2.1 Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the tenderer
- C2.1.3 DISCREPANCIES IN PRICING DOCUMENT**
- C2.1.3.1 Descriptions referred to in these **bills of quantities** are intended for reference purposes only and where discrepancies between the **bills of quantities** items the drawings and the specification document occur, the drawings and specification shall take preference. Such discrepancies shall be brought to the attention of the **employer** and failure to do

82



so shall indemnify the **employer** and/or his **agents** against any additional costs, etc. resulting from such discrepancies

C2.1.4 CONTRACT PRICE ADJUSTMENT PROVISIONS – COST FLUCTUATIONS

C2.1.4.1 Where contract price adjustment provisions (CPAP) do not apply to this tender in terms of the **contract data**, the tenderer should make provision in the **pricing document** for possible price increases during the contract period. No additional claims for CPAP in this regard shall be entertained

C2.1.5 TRADE NAMES

C2.1.5.1 Tenderer's attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these **bills of quantities**, it is purely to establish a standard for required material

C2.1.6 LABOUR-INTENSIVE WORK

If applicable as per paragraph C3.10 of part C3: Scope of Works;

C2.1.6.1 Labour intensive work is specified in the **bills of quantities** and indicated by "LI" either in a separate column or as a prefix or suffix against every item so designated, the **contractor** must price for and include in rates. **Contractors** are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the **works** executed under labour-intensive works

C2.1.6.2 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 C3: Scope of Works

C2.1.6.3 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the C3: 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

C2.1.7 CONTRACT PARTICIPATION GOALS (CPG)

Minimum % Targeted Enterprise Development Goal Applicable: Yes No

If yes;

C2.1.7.1 The tenderer must, in the performance of this contract achieve the following Contract Participation Goals (CPGs) as indicated below

C2.1.7.2 Provision for pricing of compliance with the achieving the CPGs is made in the Project Assessment Scheme section of the **bills of quantities** and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

C2.1.7.3 A provisional amount has been allowed for within the Project Assessment Scheme section in the **bills of quantities** for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in part C3: Scope of Works. The provisional amount allowed is for the appointment of a development coordinator, mentor, training service providers, and training of the beneficiary enterprises



PART C2.1: PRICING ASSUMPTIONS

C2.1.7.4 The tenderer shall price his/her profit and attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the employer's representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation

C2.1.7.5 The cost of the mentor is deemed to be included in item 2 of the project assessment scheme section of the **bills of quantities**

C2.1.8 CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

Minimum % Contract Skills Development Goal Applicable: Yes No

If yes;

C2.1.8.1 The tenderer shall determine the CSDG as per Item 7 of the Project Assessment Scheme section of the **bills of quantities**, expressed in Rand, which shall be the "Sub-Total A¹" amount in the final summary multiplied by a 0.5% factor as stipulated in Table 2 of the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023 as amended for the General Building (GB) class of construction works

C2.1.8.2 Notwithstanding the type of training opportunity Method selected, the CSDG amount determined will be for the following items;

- (a) Stipends payable to the beneficiaries
- (b) Appointment of training coordinator
- (c) Appointment of mentor (subject to the method selected)
- (d) Appointment of training service providers

C2.1.8.3 The **contractor** shall price his profit and attendance (all inclusive of associated costs to the **contractor** for implementation and reporting), based on the provisional amount in the Project Assessment Scheme section in the **bills of quantities**

C2.1.8.4 The **contractor** shall complete a separate **bills of quantities** upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, and training service providers of which the cost will be offset against the allowance in Item 8 of the Project Assessment Scheme section in the **bills of quantities** in line with Table 3 of the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023 as amended

C2.1.9 PENALTIES FOR NON-COMPLIANCE TO CPG AND CSDG

C2.1.9.1 Penalties for non-compliance with CPGs and CSDG are stipulated in item 42.4.8(c) of part C1.2: Contract Data and will be included in the **JBCC recovery statement** and **payment certificate**

C2.1.10 UNITS OF MEASUREMENT

C2.1.10.1 The units of measurement indicated in the **bills of quantities** are metric units. The following abbreviations may appear in the **bills of quantities**:

mm	=	millimetre	No	=	number
m	=	metre	PerQ	=	Per Quarter

¹ "Sub-Total A" in the Final Summary is in line with the definition of **Sub-total** in the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023



PART C2.1: PRICING ASSUMPTIONS

km	=	kilometre	PC	=	Prime Cost Amount
m ²	=	square metre	kg	=	kilogram
m ³	=	cubic metre	t	=	ton (1 000 kg)
kW	=	kilowatt	%	=	per cent



C2.2: BILLS OF QUANTITIES

In accordance with the ASAQS Standard System of Measuring Building Work 7th Edition as amended

Project : Construction of New Marite Police Station

Employer : South African Police Service

Tender No. : 19/1/9/1/01TB (26)

Project Code : N/A

86 J-WA
MB R-N.

X
R.M.
J.W.

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p>-----</p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Series 2000 Principal Building Agreement (March 2005 edition 4.1) prepared by the Joint Building Contracts Committee, shall be the agreement, amended as hereinafter described</p> <p>The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (May 2005 edition) prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities</p> <p>Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents</p> <p>Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"</p> <p>Notwithstanding anything to the contrary contained in any of the contract documents including the Principal Building Agreement and the Preliminaries, the provision of the "Preliminaries" as hereinafter set forth shall prevail and shall take precedence</p>			
	Carried Forward		R	
	<p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting</p>			

XV R. r.
J.M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward

R

PREAMBLES FOR TRADES

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

GENERAL

If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories "**F**", "**T**" or "**V**" as the case may be below such item, where "**F**" denotes a fixed amount (amount not to be varied), "**T**" denotes an amount variable in proportion to time and "**V**" denotes an amount variable in proportion to value

SECTION A - PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

- 1 Definitions and interpretation (clause 1) F:..... V:.....
T:.....

Item

Carried Forward

R

Section No. 1
PRELIMINARIES AND GENERAL
Bill No. 1
PRELIMINARIES AND GENERAL
Takgalang Consulting

X
R. N.
J.M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward		R
<u>Objective and Preparation (A2 to A14)</u>		
2	Offer acceptance and performance (clause 2)F:..... V:..... T:.....	Item
3	Documents (clause 3)F:..... V:..... T:.....	Item
4	Design responsibility (clause 4)F:..... V:..... T:.....	Item
5	Employer's agents (clause 5)F:..... V:..... T:.....	Item
<p>The principal agent shall:</p> <ul style="list-style-type: none"> - monitor and control progress and scheduling - monitor all contract conditions, and - coordinate the efforts of the employer's agents, the contractor and subcontractors <p>The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part</p> <p>The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process</p>		
Carried Forward		R
<p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting</p>		

X
J
R. N.
J.M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward			R
6	Site representative (clause 6)F:..... V:..... T:.....	Item	
7	Compliance with regulations (clause 7)F:..... V:..... T:.....	Item	
8	Works risk (clause 8)F:..... V:..... T:.....	Item	
9	Indemnities (clause 9)F:..... V:..... T:.....	Item	
10	Works insurances (clause 10) F:..... V:..... T:.....	Item	
11	Liability insurances (clause 11)F:..... V:..... T:.....	Item	
12	Effecting insurance (clause 12)F:..... V:..... T:.....	Item	
13	NO CLAUSE	N/A	
14	Security (clause 14)F:..... V:..... T:.....	Item	
<u>Execution (A15-A23)</u>			
15	Preparation for and execution of the works (clause 15) F:..... V:..... T:.....	Item	
16	Access to the works (clause 16)F:..... V:..... T:.....	Item	
17	Contract instructions (clause 17)F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting			

X T R. N.
J-M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward			R
18	Setting out of the works (clause 18)F:..... V:..... T:..... The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments	Item	
19	Assignment (clause 19)F:..... V:..... T:..... The contractor shall not cede his rights or delegate his obligations in terms of this agreement unless specifically called for by the employer	Item	
20	Nominated subcontractors (clause 20)F:..... V:..... T:.....	Item	
21	Selected subcontractors (clause 21)F:..... V:..... T:..... Written proof is required from subcontract tenderers at tendering that they can meet the JBCC Selected Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted All amounts allowed under Provisional Amounts are intended to be awarded to Selected Subcontractors	Item	
22	Employer's Direct Contractors (clause 22) F:..... V:..... T:.....	Item	
23	Contractor's Domestic Sub-Contractors (Clause 23) F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting			

X J R. N.
J M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward			R
<u>Completion (A24-A30)</u>			
24	Practical completion (clause 24)F:..... V:..... T:.....	Item	
25	Works completion (clause 25)F:..... V:..... T:.....	Item	
26	Final completion (clause 26)F:..... V:..... T:.....	Item	
27	Latent defects liability period (clause 27)F:..... V:..... T:.....	Item	
28	Sectional completion (clause 28)F:..... V:..... T:.....	Item	
29	Revision of date of practical completion (clause 29)F:..... V:..... T:.....	Item	
The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract sum (clause 29.3)			
30	Penalty for non-completion (clause 30)F:..... V:..... T:.....	Item	
<u>Payment (A31 - A35)</u>			
31	Interim payment to the contractor (clause 31)F:..... V:..... T:.....	Item	
32	Adjustment to the contract value (clause 32)F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting			

X
R. N.
J.M.

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward		R
<p>Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the 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</p>		
33	Recovery of expense and loss (clause 33)F:..... V:..... T:.....	Item
34	Final account and final payment (clause 34)F:..... V:..... T:.....	Item
35	Payment to other parties (clause 35) F:..... V:..... T:.....	Item
<u>Cancellation (A36-A39)</u>		
36	Cancellation by employer - contractor's default (clause 36)F:..... V:..... T:.....	Item
37	Cancellation by employer - loss and damage (clause 37)F:..... V:..... T:.....	Item
38	Cancellation by contractor - employer's default (clause 38)F:..... V:..... T:.....	Item
39	Cancellation - cessation of the works (clause 39)F:..... V:..... T:.....	Item
Carried Forward		R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting		

X N R. N.
J.M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

	Brought Forward		R
	<u>Dispute (A40)</u>		
40	Dispute Settlement (clause 40) F:..... V:..... T:.....	Item	
	<u>Substitute Provisions (A41)</u>		
41	State clauses (Clause 41) F:..... V:..... T:..... Information necessary for the completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder	Item	
	<u>THE SCHEDULE</u>		
	Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder		
42	Pre-tender information (clause 42) F:..... V:..... T:.....	Item	
	<u>42.1 CONTRACTING AND OTHER PARTIES</u>		
	42.1.1 Employer: South African Police Service Postal Address: Private Bag X254 Pretoria 0001		
	<u>42.2 CONTRACT DETAILS</u>		
	42.2.1 Works Description: Construction of New Marite Police Station		
	Carried Forward		R
	Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting		

94

X
N
R. N.
J.M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

	Brought Forward		R	
42.2.2 Site Description: Marite Police Station, Bushbuckridge, Mpumalanga				
42.2.3 Work or installations by direct contractors: N/A				
42.2.4 This agreement is for a government contract where there are specific options that are applicable to a State organ only Yes				
42.2.5 Date on which possession of the site is intended to be given: TBA				
42.2.6 Period for the commencement of the works after the contractor takes possession of the site 10 working days				
42.2.7 For the works as a whole. Intended date of practical completion and the penalty per calendar day 12 months after contractual commencement date Penalty Amount 5 cents per R100 of the total contract amount				
42.2.8 For the works in sections: Intended date of practical completion and the penalty per calendar day TBC Section 1 Date TBC Penalty Amount				
	Carried Forward		R	
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting				

XW R. n.
JM

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward

R

42.2.9 The law applicable to this agreement shall be that of

South Africa (country)

42.3 INSURANCES

42.3.1 Contract works insurance to be effected by:

Contractor:

For the Sum of R Contract Amount + 10.00 %

With a deductible of - to be determined by the contractor

42.3.2 Supplementary insurance is required

No

42.3.3 Public liability insurance to be effected by:

Contractor:

For the Sum of R 10 000 000-00

With a deductible of - to be determined by the contractor

42.4 DOCUMENTS

42.4.1 Waivers of contractors lien or right of continuing possession is required

Yes

42.4.2 Number of construction document copies to be supplied to the contractor free of charge:

3 Number of

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

"Standard System of Measuring Builders' Work"

Carried Forward

R

Section No. 1
PRELIMINARIES AND GENERAL
Bill No. 1
PRELIMINARIES AND GENERAL
Takgalang Consulting

X
 R. M.
 J.M.

CONSTRUCTION OF MARITE POLICE STATION
 SOUTH AFRICAN POLICE SERVICES
 MPUMALANGA PROVINCE

Brought Forward		R
42.4.4	On acceptance of the tender the bills of quantities/lump sum document is to be submitted within working days <i>The priced bills of quantities must be handed in with the tender</i>	
42.4.5	JBCC Engineering General Conditions are to be included in the contract documents : <i>No</i>	
42.4.6	The contract value is to be adjusted using escalation adjustment indices <i>No</i> Where JBCC CPAP is to be used <i>Base Month</i>	
42.4.7	Details of changes made to the provision of JBCC standard documentation:	
<u>SECTION B: PRELIMINARIES</u>		
<u>Definitions and interpretation (B1)</u>		
43	Definition and interpretation (B1.1 - B1.4.6) F:..... V:..... T:.....	Item
<u>Documents (B2)</u>		
44	Checking of documents (B2.1)F:..... V:..... T:.....	Item
45	Provisional bills of quantities (B2.2)F:..... V:..... T:.....	N/A
46	Availability of construction documentation (B2.3) F:..... V:..... T:.....	Item
Carried Forward		R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting		

X
R-r.
J-M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward			R
47	Interests of agents (B2.4)F:..... V:..... T:.....	Item	
48	Priced documents (B2.5)F:..... V:..... T:.....	Item	
49	Tender submission (B2.6)F:..... V:..... T:.....	Item	
<u>The site (B3)</u>			
50	Defined works area (B3.1)F:..... V:..... T:.....	Item	
51	Geotechnical investigation (B3.2)F:..... V:..... T:.....	Item	
52	Inspection of the site (B3.3)F:..... V:..... T:.....	Item	
	Existing premises occupied (B3.4)F:..... V:..... T:.....		
	Previous work - dimensional accuracy (B3.5)F:..... V:..... T:.....		
	Previous work - defects (B3.6)F:..... V:..... T:.....		
53	Services - known (B3.7)F:..... V:..... T:.....	Item	
54	Services - unknown (B3.8)F:..... V:..... T:.....	Item	
55	Protection of trees etc (B3.9)F:..... V:..... T:.....	Item	
56	Articles of value (B3.10)F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting			

X
R, N.
J.M

CONSTRUCTION OF MARITE POLICE STATION
SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

Brought Forward			R
57	Inspection of adjoining properties etc (B3.11)F:..... V:..... T:.....	Item	
58		Item	
59	Programme for the works (B4.2) F:..... V:..... T:.....	Item	
60	Progress meetings (B4.3)F:..... V:..... T:.....	Item	
61	Technical meetings (B4.4)F:..... V:..... T:.....	Item	
62	Labour and Plant records (B4.5) F:..... V:..... T:.....	Item	
<u>Samples, Shop Drawings and Manufacturer's Instructions (B5)</u>			
63	Samples of materials (B5.1)F:..... V:..... T:.....	Item	
64	Workmanship samples (B5.2)F:..... V:..... T:.....	Item	
65	Shop drawings (B5.3) F:..... V:..... T:.....	Item	
66	Compliance with Manufacturer's Instructions (B5.4) F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting			

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SOUTH AFRICAN POLICE SERVICES
MPUMALANGA PROVINCE

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Temporary works and plant (B6)			
67	Deposits and fees (B6.1)F:..... V:..... T:.....	Item	
68	Enclosure of the works (B6.2)F:..... V:..... T:.....	Item	
69	Advertising (B6.3)F:..... V:..... T:.....	Item	
70	Plant, equipment, sheds and offices (B6.4)F:..... V:..... T:.....	Item	
71	Main notice board (B6.5)F:..... V:..... T:.....	N/A	
72	Subcontractors' notice board (B6.6) F:..... V:..... T:.....	N/A	
Temporary services (B7)			
73	Location (B7.1)F:..... V:..... T:.....	Item	
74	Water (B7.2) Option [A] shall apply F:..... V:..... T:.....	Item	
75	Electricity (B7.3) Option [A] shall apply F:..... V:..... T:.....	Item	
76	Telecommunication facilities (B7.4) F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES AND GENERAL Takgalang Consulting			