public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

WILLOWMORE SAPS: EASTERN CAPE: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS

TENDER NO. : PEQ07/2022

REFERENCE NO. : 14/1/3/2/6439/5049

QUOTATION DOCUMENT

ISSUED BY:

National Department of Public Works & Infrastructure
Eben Donges Building
Gqeberha
6056

NAME OF TENDERER: .....

AUGUST 2022

T1.1 Tender Notice and Invitation to Tender

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS

Quotation no:	PEQ07/2022	**Reference no:**	14/1/3/1/6439/5049
Advertising date:	26 August 2022	**Closing date:**	06 September 2022
Closing time:	11h00	**Validity period:**	30 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***1 GB*** *or higher, or* ***1 GB*** * or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***select tender value range select class of construction works*** **PE** or higher, *or* ***select tender value range select class of construction works*** **PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. RESOPONSIVNESS CRITERIA

2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	☒	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	☒	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	☒	Submission of DPW-16 (EC): Site Inspection Meeting Certificate.
9	☒	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	☒	Submission of DPW-21 (EC): Record of Addenda to tender documents.
11	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
12	☐	

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13	☐	
14	☐	
15	☐	

2.2 Administrative responsiveness criteria

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	☒	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	☒	Attendance of site inspection meeting by all potential bidders to get clarity regarding the geographical location of the site and the scope of work
11	☐	
12	☐	
13	☐	
14	☐	
15	☐	

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3. PREQUALIFICATION CRITERIA

Preferential procurement: ***Applicable***

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒**Level 1** **or** ☐**Level 2** **or** ☐**Level 3**
☐	An EME or QSE
☐	A tenderer subcontracting a minimum of 30% to: ☐ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans ☐ An EME or QSE;

Functionality: Not applicable

Note: *All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.*

Note: *Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.*

Minimum functionality score to qualify for further evaluation:	N/A
Functionality criteria:	**Weighting factor:**
N/A	N/A

Total	100 Points

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4. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

5.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period betwen 5 and 10 years as per the

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evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

5.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty

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claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

6. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; quotation documents may be collected during working hours at the following address Department of Public Works and Infrastructure, Cnr Hancock and Roberts Street, North End, Gqeberha 6056 . A non-refundable bid deposit of R 0.00 is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

A pre-tender site inspection meeting will ***be*** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is ***not compulsory***

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	04 Saint John Street, Willowmore Police Station		
Virtual meeting Link:	N/A		
Date:	30 August 2022	Starting time:	11H00

8. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	Papani Boto	**Telephone no:**	041 408 2126
Cellular phone no:	076 709 8447	**Fax no:**	N/A
E-mail:	Papani.Boto@dpw.gov.za		

9. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

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Tender documents may be posted to:		**Deposited in the tender box at:**
The Director-General Department of Public Works and Infrastructure Private Bag X 3913 Gqeberha 6056 **Attention:** **Procurement section:** Room 296	**OR**	Department of Public Works and Infrastructure Eben Donges Building Hancock and Roberts Street 296

10. COMPILED BY:

Papani Boto		26 August 2022
Name of Project Manager	Signature	Date

T 1.2 Tender Data

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

SPECIAL CONDITIONS OF BID

1. INTERPRETATION

1.1. The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
1.2. The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
1.3. Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

2. PRECEDENCE

2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.
2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

3. GENERAL BID RULES

3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
3.2. The digital and or electronic completion and signing of documents is permitted.
3.3. A bidder participates in this bid process entirely at its own risk and cost.
3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
  3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
  3.4.2. funds are no longer available to cover the total envisaged expenditure;
  3.4.3. no acceptable tender is received;
  3.4.4. there is a material irregularity in the tender process; or
  3.4.5. there is material change in the scope of works.
3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
3.6. Bids which are late or submitted by facsimile or electronically, will not be accepted.
3.7. Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
3.8. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids not timeously deposited in the Bid Box.
3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award and must be active on the CIDB where applicable.
3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4. AMBIGUITIES/ VAGUENESS

4.1. If there is any ambiguities or vagueness in the bid document or the specifications, drawings or descriptions or functionality or quality, this should be clarified with the

Department, at least five days (5) working days before the closing time stated in the tender data.

5. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

5.1 All Bids must remain valid for a period of 12 weeks (84 days) from the closing date as stipulated in the bid document.

5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:

5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.

5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.

5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.

5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.

5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6. BRAND NAMES

6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7. CONTRACTUAL PRICE ADJUSTMENTS

7.1 The Bid will not be subjected to any price escalations.

8. AUTHORITY TO SIGN BID DOCUMENTS

8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.

8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors

8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a " Resolution

of the Board of Directors", if such ", (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,

8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a " Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,

8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9. CONTRACT PERIOD

9.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

9.2 The service contract period in terms of consultants would commence on the date of agreeing on the project execution plan stipulating specific milestone date, as agreed by the department.

10. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulations 9(a) & (b).

11. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

12. TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 All bidders' tax matters must be in order prior to award.

12.3 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.

12.4 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.

12.5 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13. REGISTRATION AS A VAT-VENDOR

13.1 Non-VAT vendors do not have to include VAT in their bid prices.

13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.

13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.

13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14. CERTIFICATION OF DOCUMENTS

14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".

14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:

14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.

14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.

14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.

14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

15. AWARDING OF B-BBEE POINTS

15.1 A tenderer must submit proof of its B-BBEE status level of contributor with the bid at the closing date and time.

15.2 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.

15.3 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid

15.4 A "Sworn Affidavit" must comply with the following to be considered valid:

15.4.1 The "Sworn Affidavit" must not be expired at the closing date.

15.4.2 In respect of Construction bids, a "Sworn Affidavit" issued in terms of the Amended Construction Sector Code; (Gazette Vol. 630 No. 41287); Issued in terms of paragraph 3.6.2.4.1 (B), must not be expired at the closing date.

15.4.3 The Annual Total Revenue must be based on the latest financial year-end's Financial Statements/Management Accounts and other information of the bidder. A "Sworn Affidavit" based on information obtained or declared from older periods than the latest financial year-end or future periods (after the closing date of the bid) will not be accepted.

15.4.4 The latest financial year-end must be clearly indicated by the bidder (Deponent) in the "Sworn Affidavit". An omission of the financial year will invalidate the submitted "Sworn Affidavit".

15.4.5 The "Sworn Affidavit" must be correctly completed, signed and dated by the bidder (Deponent).

15.4.6 The "Sworn Affidavit" submitted must be correctly signed and stamped by the "Commissioner of Oath".

15.5 If a bidder submit at the closing date of the bid, a B-BBEE certificate or a "Sworn Affidavit" which is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a correctly certified copy. The copy maybe certified after the closing date of the bid.

15.6 If a bidder submit at the closing date of the bid a valid B-BBEE certificate or a valid "Sworn Affidavit", but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to correctly complete its PA 16.

15.7 Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid B-BBEE certificate (s) or a valid Sworn Affidavit(s) for all its proposed sub-contractors. If the B-BBEE certificate (s) or Sworn Affidavit(s) are valid, but it is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a certified copy(s). The copy(s) may be certified after the closing date of the bid.

15.8 If a bidder clearly indicates "that it will not sub-contract a portion of its contract on its PA-16, but listed a subcontractor(s) on its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)), the bidder will be given zero points for B-BBEE, irrespective of the actual total R-value to be sub-contracted or the B-BBEE level or the EME status of the subcontractor.

15.9 If a bidder indicates "that it will sub-contract a portion of its contract on its PA-16, but the percentage or names of the subcontractor or B-BEE level or EME/QSE status and or the table is not completed correctly or is incomplete and or does not reconcile to the listed subcontractor(s) on its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)), the bidder will be given an opportunity to correct such reconciliation or non-compliance and may thereafter be accordingly scored for B-BBEE points.

15.10 The conditions for B-BBEE Certificates and Sworn Affidavits above, are also applicable to bids where:

15.10.1 Prequalification criteria is a condition of tender and;

15.10.2 Sub-contractors, where subcontracting is a condition of tender.

15.11 All bidders' whose B-BBEE Certificates or Sworn Affidavits complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections.

15.12 No submissions of alternative or new B-BBEE Certificates or "Sworn Affidavits" will be allowed after the bid closing date.

16 LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

16.1 The conditions below, will serve as the evaluation criteria for evaluation on local production and content:

15.1.1 On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content will be considered.

15.1.2 The relevant designated sector for local production and content is indicated in the bid document.

15.1.3 Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date on the date of advertisement of bid

15.1.4 Failure to meet the minimum percentage for local production and content, will automatically invalidate the bid for further consideration.

15.1.5 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI) should there be a need to import such raw material.

16.2 Bidders must at the minimum comply with the following at the closing date and time:

15.1.6 Bidders are not allowed to submit a blank Local Content- Summary Schedule (Annexure C.) and the bidder must at the minimum correctly complete sections C10 to C15 of the Local Content Declaration – Summary schedule (Annexure C).

15.1.7 Bidders' offers must meet the minimum percentage for local production and content.

15.2.3 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI) should there be a need to import such raw material or input and a copy of this authorisation letter must be submitted.

16.3 It is not mandatory for a bidder to complete table 2 (c) of the LOCAL CONTENT DECLARATION. If a bidder did not complete table 2(c), the information as per Summary schedule (Annexure C) will be utilised.

16.4 If the bid is for more than one product, the local content percentages for each product contained in Declaration C (Annexure C) shall be used instead of the table 2 (c) on Local Content Declaration PA36.

16.5 If a bidder's PA36 LOCAL CONTENT DECLARATION is not completed, or incorrectly completed or not properly sign, or not dated or not witnessed, the bidder's offer will not be disqualified/ eliminated.

16.6 If a bidder incorrectly completed sections C16 to C25 or did not properly sign or date or witnessed its Local Content Declaration – Summary schedule (Annexure C), the bidder's offer will not be disqualified/ eliminated.

16.7 A minimum of 48 hours will be given by the Department to a bidder to accurately complete its PA36 and or Local Content Declaration (Summary schedule (Annexure C) sections C16 to C25, should it be required. Failure to adhere to the Department's request on or before the prescribed timeframe, will lead to elimination of the bidder's offer.

16.8 The Department reserves the right and discretion not to request all bidders for corrections of their PA36 and Local Content Declaration (Summary schedule (Annexure C). All bidders' whose offers complies with the minimum requirements,

will be "deemed responsive" and will be subjected for further evaluation, even if the Department did not request any corrections.

For further information, bidders may contact the Designated Sector unit within DTI at 012 394 1135.

17 SUBCONTRACTING IS A CONDITION OF TENDER

17.1 Where sub-contracting is a condition of tender, bidders are required to comply with the prescribed B-BBEE category(s) of sub-contracting and submit with the bid at the closing date and time at least the following:

17.1.1 A signed subcontracting agreement between the bidder and the intended subcontractor and;

17.1.2 The subcontractor's agreement must be signed by a person properly authorised by each party to the sub-contractor agreement. If a deemed unauthorised person(s) signed the agreement, it will be dealt with as specified in the "Special Conditions of Contract" paragraph 8.

17.1.3 A valid original or certified copy of the B-BBEE certificate or "Sworn Affidavit" of the intended sub-contractor as per the requirements specified in the bid document. Non-complaint B-BBEE certificates or "Sworn Affidavits" of sub-contractors will be dealt with as specified in the "Special Conditions of Contract" paragraph 15.

17.2 Where sub-contracting is a condition of tender, the bidder is not obligated to list the proposed mandatory sub-contractor in its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)).

17.3 Failure to comply with the minimum conditions above, will lead to the bid being eliminated.

18 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

18.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.

18.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

19 FORM OF OFFER AND ACCEPTANCE

19.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.

19.2 The successful bidder will be required to balance its rates prior signing of a contract.

19.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:

19.3.1 The tenderer's offer will not be disqualified.

19.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".

19.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:

19.4.1 The tenderer's offer will not be disqualified.

19.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".

19.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:

19.5.1 It must be signed by an authorised person of the Bidder;

19.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;

19.5.3 The date on the form of offer must be completed;

19.5.4 The name of the bidder/ legal entity must be clearly indicated.

19.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will be eliminated.

20 CORRECTION OF ERRORS

20.1 Only the authorised signatory to the tender should initial corrections in the tender document.

20.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

20.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:

20.3.1 Seek the necessary clarification from the tenderer and;

20.3.2 If accepting the response from the tenderer, evaluate the bid further and or;

20.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

21.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

22 DISCLAIMER

22.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

22.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

22.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DPW-03 (EC): TENDER DATA

Project title:	***EASTERN CAPE: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRE WATER TANKS WITH PUMPS***
Reference no:	*14/1/3/1/6439/5049*

Tender / Quotation no:	PEQ07/2022	**Closing date:**	*06 September 2022*
Closing time:	***11h00***	**Validity period:**	

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

Tender no: PEQ07/2022

C.1.4	The Employer's agent is:	
	Name:	***Papani Boto***
	Capacity:	
	Address:	***Cnr Hancock and Roberts Street, North End, Gqeberha***
	Tel:	***041 408 2126***
	Fax:	***N/A***
	E-mail:	***Papani.Boto@dpw.gov.za***

C.2.1
C.3.11

A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:

The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this tender, acceptable documentary proof thereof):

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a or ** class of construction work; and

b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;

2. the lead partner has a contractor grading designation in the or ** class of construction work; and

3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a or ** class of construction work

** *Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. -

Tender no: PEQ07/2022

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: *All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.*

Note: *Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.*

Functionality Criteria	*Weighting Factor*
N/A	N/A
Total	**100 Points**

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	**N/A**

(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

C.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

	C.2 Commercial risks: The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered. Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative tender offer permitted: **Yes** ☐ **No** ☑
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 **C.3.5**	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP

C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☑ Together with his tender; or ☐ The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.

Tender no: PEQ07/2022

C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 **C.3.4.2**	The location for opening of the tender offers, immediately after the closing time thereof shall be at: ***Department of Public Works and Infrastructure, Cnr Hancock and Roberts, Eben Donges Building, Gqeberha, 6056***
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

T 2.1 List of Returnable Documents

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***		
Tender / Quotation no:	PEQ07/2022	**Reference no:**	14/1/3/2/6439/5049
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) *(if applicable)*	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) *(if applicable)*	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) *(if applicable)*	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	4 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (*if applicable*).	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (*if applicable).*		

* In compliance with the requirements of the cidb SFU Annexure G

Tender / Quotation no: PEQ07/2022

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any additional information required to complete a risk assessment *(if applicable)*	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .		
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	5Pages	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) *(if applicable)*	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) *(if applicable)*	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules *(if applicable)*	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) *(if applicable)*	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	62 Pages	☒Yes ☐No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐Yes ☐No

Tender / Quotation no: PEQ07/2022

Tender document name	Number of pages issued	Returnable document
Site Inspection meeting Certificate (DPW-16)	1 Pages	☒Yes ☐No
insert document name	Pages	☐Yes ☐No
insert document name	Pages	☐Yes ☐No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: **If the Tendering Entity is:**	**Documentation to be submitted with the tender, or which may be required during the tender evaluation:**
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: I the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	**Signature**	**Date**

C1.1 Form of Offer and Acceptance

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***		
Tender / Quotation no:	PEQ07/2022	**Reference no:**	*14/1/3/1/6439/5049*

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
Installation of two five thousand litres water tanks making up ten thousand litres including a contribution of a plinth and plumbing to existing ablution systems

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

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

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

Rand (in words):	…… …… ……
Rand in figures:	**R** ……

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

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

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

Company or Close Corporation: …… …… And: Whose Registration Number is: …… And: Whose Income Tax Reference Number is: …… CSD supplier number:……	**OR**	Natural Person or Partnership: …… …… Whose Identity Number(s) is/are: …… Whose Income Tax Reference Number is/are: …… CSD supplier number:……

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

Tender / Quotation no: PEQ07/2022

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

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

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

Tender / Quotation no: PEQ07/2022

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

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. .....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

Tender / Quotation no: PEQ07/2022

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	***Department of Public Works and Infrastructure, Cnr Hancock and Robert Street, North end, Gqebrha, 6056***

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

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

C2.2 Bills of Quantities / Lump Sum Document

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES / NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

This form has been aligned with SBD4

T2.2 Returnable Documents required for tender evaluation purposes

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS		
Bid no:	PEQ07/2022	**Reference no:**	14/1/3/1/6439/5049

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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 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			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (code)

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

_____

_____

(*Project description as per Bid /Tender Document)*

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.

---

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

POINTS

1.3.1.1 PRICE

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" 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;

(h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) **"non-firm prices"** means all prices other than "firm" prices;

(m) **"person"** includes a juristic person;

(n) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) ***"sub-contract"*** *means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

(q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete

the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ..... = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number: .....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?
.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) Disqualify the person from the bidding process;
(b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution

WITNESSES:

1. .....

2. .....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: *Indicate the applicable category with a tick.*	**BEP** (Built Environment Professional)	**Contractor**	**Supplier**
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

  - Black Youth % _____%
  - Black Disabled % _____%
  - Black Unemployed % _____%
  - Black People living in Rural areas % _____%
  - Black Military Veterans % _____%

- **Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- **Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

_____

Commissioner of Oaths
Signature & stamp

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

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***		
Tender / quotation no:	PEQ07/2022	**Closing date:**	06 September 2022
Advertising date:	26 August 2022	**Validity period:**	30 Calendar days

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

1.1. Current projects

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

Tender no: ***PEQ07/2022***

1.2. Completed projects

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

Name of Tenderer	Signature	Date

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

Description of services, works or goods	Stipulated minimum threshold
Electrical and Telecom Cables	90%
Steel Products and Components	100%
Valves	70%
Plastic pipes	100%
Cement	100%
Steel	100%

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

(***Tick applicable box***)

YES		NO	

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

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE:_____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	**PEQ07/2022**
(C2)	**Tender description:**	**WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANK WITH PUMPS**
(C3)	**Designated product(s)**	Valve Products & Actuators
(C4)	**Tender Authority:**	
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula EU GBP
(C7)	**Specified local content:**	70%

Note: VAT to be excluded from all calculations

	Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Tender Qty**	**Total tender value**	**Total exempted imported content**	**Total Imported content**
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Page 53, Item 7	22mm Lockable tank cock with lugged brass lever as Cobra 541							1			
Page 53, item 8	50mm Automatic float level control valve including float switch or stainless steel ball valve installed complete as per manufacturers instructions in uPVC 500L							1			
Page 53, Item 9	28mm Sluice / gate valve with teflon seat							1			
Page 53, item 10	32mm Non-return valve							3			
Page 53, item 11	15mm Pipes							6			
Page 53, item 12	22mm Pipes							12			
Page 53, item 13	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc							6			

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) *Total* Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	**PEQ07/2022**
(C2)	**Tender description:**	**WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANK**
(C3)	**Designated product(s)**	Plastic Pipes
(C4)	**Tender Authority:**	NDPWI
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula EU GBP
(C7)	**Specified local content**	100%

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Tender Qty**	**Total tender value**	**Total exempted imported content**	**Total Imported content**
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Page 56, item 16	32mm Pipe layed in including trenches							100			
Page 54, Item 17	32mm pipe cast in concrete (Concrete elsewhere)							2			
Page 54, Item 18	32mm Adaptor							3			
Page 54, Item 19	32mm Tee							2			
Page 54, Item 20	32mm Elbow							2			
Page 54 ,item 21	5000 Litre Polythleyne water tank with 40mm diametet inlet at top and 40mm overflow outlet at base of tank including access hatch on top with vermin-proof vent							2			
Page 54, item 22	1000 x 150mm Thick V-dish channel 75mm deep							10			
Page 54, item 23	Extra for angles, intersections, ends, dressing into sides of catchpits, etc							4			

(C20) Total tender value	R -	
(C21) Total Exempt imported content	R -	
(C22) Total Tender value net of exempt imported content	R -	
(C23) Total Imported content		R -
(C24) Total local content		R -
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	**PEQ07/2022**
(C2)	**Tender description:**	**WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANK WITH PUMPS**
(C3)	**Designated product(s)**	Cables
(C4)	**Tender Authority:**	
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula EU GBP
(C7)	**Specified local content:**	90%

Note: VAT to be excluded from all calculations

Calculation of local content							Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Tender Qty**	**Total tender value**	**Total exempted imported content**	**Total Imported content**
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*
Page 58, Item 3	16mm2 x 2 - Core							50			
Page 58, item 4	16mm2 x 2 - Core							2			
Page 58, itme 5	150mm Wide cable danger warning tape placed 150mm above cables in trenches							25			
Page 58, item 6	25mm Diameter							25			

(C20) **Total tender value**	
(C21) **Total Exempt imported content**	
(C22) Total **Tender value net of exempt imported content**	
(C23) **Total Imported content**	
(C24) **Total local content**	
(C25) **Average local content % of tender**	

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	PEQ07/2022
(C2)	Tender description:	WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANK WITH PUMPS
(C3)	Designated product(s)	Pump, Medium Voltage (MV) Motor and Associated Accessories
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula [ ] EU [ ] GBP [ ]
(C7)	Specified local content:	100%

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Page 60, Item 1	Supply and install a K40/100 double impeller eletric pump supplied by DAB water technology inlcluding a smart press WG 3.0 on/off controller complete fixed to concrete plinth (plinth elsewhere)							1			

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	**PEQ07/2022**
(C2)	**Tender description:**	**WIILOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANK**
(C3)	**Designated product(s)**	Steel
(C4)	**Tender Authority:**	NDPWI
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula EU GBP
(C7)	**Specified local content**	100%

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Tender Qty**	**Total tender value**	**Total exempted imported content**	**Total Imported content**
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Page 46, item 1	Type 245 fabric reinforcement in concrete surface besd, labs, et							32			

(C20) Total tender value R -

(C21) Total Exempt imported content R -

(C22) Total Tender value net of exempt imported content R -

(C23) Total Imported content R -

(C24) Total local content R -

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	**PEQ07/2022**
(C2)	**Tender description:**	**WIILOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANK**
(C3)	**Designated product(s)**	Cement
(C4)	**Tender Authority:**	NDPWI
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula EU GBP
(C7)	**Specified local content**	100%

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Tender Qty**	**Total tender value**	**Total exempted imported content**	**Total Imported content**
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*
Page 48, item 1	One brick walls							11			
Page 48, item 2	One brick walls							11			

(C20) **Total tender value**	R -	
(C21) **Total Exempt imported content**	R -	
(C22) Total **Tender value net of exempt imported content**	R -	✓
(C23) **Total Imported content**	R -	
(C24) **Total local content**	R -	
(C25) **Average local content % of tender**		

Signature of tenderer from Annex B

Date:

T2.2 Returnable Documents that will be incorporated into the contract

public works & infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: PEQ07/2022

Name of Tenderer ..... ☐ EME[1] ☐ QSE[2] ☐ Non EME/QSE (tick applicable box)

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

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

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

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: PEQ07/2022

2. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

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

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 1000 LITRES OF WATER TANKS WITH PUMPS***		
Tender no:	*PEQ07/2022*	**Reference no:**	*14/1/3/1/6439/5049*

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES OF WATER TANKS WITH PUMPS***		
Tender no:	*PEQ07/2022*	**Reference no:**	*14/1/3/1/6439/5049*

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

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

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

Name of representative	**Signature**	**Capacity**	**Date**

Name of organisation:	

public works & infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***		
Tender no:	*PEQ07/2022*	**Reference no:**	*14/1/3/1/6439/5049*

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		**R**
2.		**R**
3.		**R**
4.		**R**
5.		**R**
6.		**R**

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V\left(\frac{Z}{Y} - 1\right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

T2.2 Returnable Documents: Other Documents that will be incorporated into the contract

Annex F
(normative)

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:
   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where
Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where
Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9

B-BBEE status level of contributor	Number of points
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$N_{FO} = W_1 \times A$

where: N_{FO} is the number of tender evaluation points awarded for price.
W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = (1 + (\frac{P - Pm}{Pm}))$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - Pm}{Pm}))$	$A = Pm / P$
[a] P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$N_Q = W_2 \times S_O / M_S$

where: S_O *is the score for quality allocated to the submission under consideration;*
M_S *is the maximum possible score for quality in respect of a submission; and*
W_2 *is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data*

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Part C1: Agreement and Contract Data

C1.2 Contract Data

DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1X 10 000LITRE WATER TANKS WITH PUMPS

Tender / Quotation no:	PEQ07/2022	**WCS no:**	055562	**Reference no:**	14/1/3/2/6439/5049

	The Conditions of Contract are clauses 1 to 30 of the **JBCC®** Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. **Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).** Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.
	CONTRACT VARIABLES **THE SCHEDULE** The **schedule** is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **tenderer**. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this **agreement.** **Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank.** Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **schedule**. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to document ***PG01.2 (EC) – Scope of Works*** for detailed description

Installation of 1x 10 000 litre water tanks Electrical pumps Rain water gutters Tank stand

Tender / Quotation no: PEQ07/2022

A 2.0 Site [1.1]

Erf / stand number	1552
Site address	04 Saint John Street
Township / Suburb	Willowmore
City / Town	Willowmore
Province	Eastern Cape
Local authority	Nelson Mandela Bay Municipality
GPS Coordinates	-LATITUDE: -33.84109 LONGITUDE: 25.52347

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	NA	Telephone	0414082003
Postal address	The Director General Private BagX3913 Port Elizabeth 6056		
Physical address	Cnr Hancock Street North end Gqeberha 6056		

A 3.2 Employer's representative:

Name	Papani Boto	Telephone number	041 408 2126
E-mail	Papani.Boto@dpw.gov.za	Mobile number	0767098447

Postal address	The Director General Private Bag X3913 Gqeberha 6056
Physical address	Cnr Hancock and Roberts Street North end Gqeberha 6056

Tender / Quotation no: PEQ07/2022

A 4.0	**Principal Agent** [1.1; 6.2]	**Discipline**	Architect

Name	Idrees Salaam-Madatt		
Legal entity of above		Contact person	
Practice number		Telephone number	041 408 2193
Country	South Africa	Mobile number	0828148369
E-mail	idrees.salaam-madatt@dpw.gov.za		
Postal address	Private Bag X3913 North end Gqeberha 6056		
Physical address	Cnr Hancock street North end Gqeberha 6056		

A 5.0	**Agent** [1.1; 6.2]	**Discipline**	Quantity Surveyor

Name	Martin Meiring		
Legal entity of above		Contact person	
Practice number		Telephone number	0414082123
Country		Mobile number	0769910011
E-mail			
Postal address	Private Bag X3913 Northend Port Elizabeth 6056		
Physical address	Cnr Hancock street North end Gqeberha 6056		

A 6.0	**Agent** [1.1; 6.2]	**Discipline**	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			

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

Postal address	
Physical address	

Tender / Quotation no: PEQ07/2022

A 7.0	**Agent** [1.1; 6.2]	**Discipline**	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 8.0	**Agent** [1.1; 6.2]	**Discipline**	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 9.0	**Agent** [1.1; 6.2]	**Discipline**	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

Tender / Quotation no: PEQ07/2022

A 10.0	**Agent** [1.1; 6.2]	**Discipline**	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 11.0	**Agent** [1.1; 6.2]	**Discipline**	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 12.0	**Agent** [1.1; 6.2]	**Discipline**	

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7th edition

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	1-3
Bills of Quantities issued with the tender	1-64
Addenda as issued during tender stage, if applicable	As issued

B 5.0 Employer's agents [6.0]

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

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B 6.0 Insurances [10.0]

Insurances by contractor
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). **Insured amounts to include VAT.**

	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
Supplementary insurance [10.1.2; 10.2]		Contract sum plus 10%	Applicable
Public liability insurance [10.1.3; 10.2]		R 5 000 000	Applicable
Removal of lateral support insurance [10.1.4; 10.2]		R QS to determine value	
Other insurances [10.1.5]			
Hi Risk Insurance Refer B18.0 [10.1.5.1]		R PQS to determine value	
Other insurances: If applicable, description 1:		R PQS to determine value	

Other insurances; If applicable, description 2:	R PQS to determine value	

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B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	
If applicable, description: The work is external and building will be fully occupied by the client.	
Restriction of working hours [12.1.2]	
If applicable, description: No work on Sundays and Public holidays.	
Natural features and known services to be preserved by the contractor [12.1.3]	
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	
If applicable, description: The main SAPS building i.e. the contractor may only occupy designated site area.	
Supply of free issue of material and goods [12.1.10]	
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

	If applicable, description of specialisation

Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

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

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B 10.0 Appointment of Direct Contractors [16.0]

	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

B 11.0 Works to be completed in sections [20.1]

	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	

Section 6	
Remainder of the works.	

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

B12.1 Contract Period

Contract period [B18: 1.2]**:** Period in **months** as indicated, include time for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	(21 calendar days)

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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	0
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	3 Months
Period to achieve Works Completion Refer B18.0 [19.8]	0
Defect liability period up to and including Final Completion	
Total Contract period [B18: 1.2]	15 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 24.64

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

Construction period [B18: 1.2] and **Practical Completion for the Works as a whole** [19.0] The time for achieving Practical Completion of the whole of the Works is **measured from the** date of possession of the **site** by the **contractor** inclusive of all **public holidays, special non-working days and builders' holiday shut down periods.**	
The date for practical completion for the works as a whole shall be the period in **months** as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	3 Months
Period for inspection in **working days** by the principal agent [19.3]	5 calendar days
Penalty amount per calendar day for **late Practical Completion**, excluding VAT. [24.1]	R246.40

Penalty amount per calendar day for **late Works Completion** Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 73.92
Penalty amount per calendar day for **late Final Completion** [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 36.96

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

Construction period [B18: 1.1] and **Practical completion for portions of the Works** [20.0]						
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in **working days** [19.3]						
The date for practical completion shall be the period in **months** as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

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The date for practical completion for **the whole** of the Works, if applicable shall be the period in **months** as indicated from the date of possession of the site by the contractor inclusive of all **public holidays, special non-working days and builders' holiday shut down periods** [12.2.7; 24.1]	3 Months days.
Penalty for late Practical Completion, ***if completion in sections is required,*** excluding VAT	
The penalty amount per day for failing to complete **section 1** of the Works is:	R
The penalty amount per day for failing to complete **section 2** of the Works is:	R
The penalty amount per day for failing to complete **section 3** of the Works is:	R
The penalty amount per day for failing to complete **section 4** of the Works is:	R
The penalty amount per day for failing to complete **section 5** of the Works is:	R
The penalty amount per day for failing to complete **section 6** of the Works is:	R
The penalty amount per day for failing to complete **the whole** of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete , excluding VAT	

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

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	All relevant Electrical Certificate of Compliances (CoCs)
13.2	Training on electrical, security and mechanical installations if contractually required
13.3	Maintenance / operating manual
13.4	
13.5	
13.6	
13.7	
13.8	
13.9	
13.10	

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B 14.0 Defects liability period [21.0]

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

	If applicable, description of applicable elements
14.1	3 Months for the tanks and the tank stand
14.2	12 Months for the electric pump
14.3	
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	

14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	25
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.0 Dispute resolution [30.0]

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

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B 17.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		
Availability of construction information [P2.3]		
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		
Previous work - defects - details of previous contract(s) [P3.2]		
Inspection of adjoining properties - details [P3.3]		
Handover of site in stages - specific requirements [P4.1]		
Enclosure of the works - specific requirements [P4.2]		
Geotechnical and other investigations - specific requirements [P4.3]		
Existing premises occupied - details [P4.5]		
Services - known - specific requirements [P4.6]		
Water [P8.1]	By contractor	
	By employer	
	By employer – metered	
Electricity [P8.2]	By contractor	
	By employer	
	By employer – metered	
Ablution and welfare facilities [P8.3]	By contractor	
	By employer	
Communication facilities - specific requirements [P8.4]		
Protection of the works - specific requirements [P11.1]		
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		
Disturbance - specific requirements [P11.5]		
Environmental disturbance - specific requirements [P11.6]		

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

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

1.2 Definitions

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

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CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:	
3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: "…. due to no fault of the contractor".

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

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

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

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

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

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

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

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

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25.3	Add the following to clause 25.3: 25.3.12 Monthly Local content report. 25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable). 25.3.14 Tax Invoice. 25.3.15 Labour intensive report. 25.3.16 Contract participation goal and cidb BUILD programme reports.
25.5	No Clause.
25.6	Replace clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.
25.7.5	No clause.
25.10	Replace clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.
25.12	Replace clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments : (Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable) 25.12.1 Where a **security** is selected in terms of C 1.0 Securities [11.0] the value of the **works** in terms of 25.1 and of the **materials and goods** in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.2 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion.** 25.12.3 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **works completion** and up to but excluding the date of **final completion.** 25.12.4 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 26. 25.12.5 One hundred per cent (100%) of such value in the final **payment certificate** in

	terms of 26 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.

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25.12 Continued	(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0]) 25.12.6 Where security is a payment reduction in term of Option C, the value of the **works** in terms of 25.1 and **materials and goods** in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.7 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion.** 25.12.8 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion.** 25.12.9 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 26. 25.12.10 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 26 except 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.**
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	Replace 26.10 with the following: The **principal agent** shall prepare the final account in consultation with the employer and issue the **final account,** to the **contractor** within sixty (60) **working days** of the date of **practical completion.**
26.12	Refer to clause 6.7 [CD].
27.1. 2	Replace 27.1.2 with the following: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.

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

29.14.1	No clause.
29.14.3	No clause.

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

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

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

(a)	Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories)	
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period)	
(e)	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 which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period)	
(f)	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)	

(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.	

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(h)	Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects ≥ R30 million)	
(i)		
(j)		

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

Tender / Quotation no: PEQ07/2022

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

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Option B	Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply

Lump sum contract

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

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

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

FOR ATTENTION

NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
Private Bag X 3913
Gqeberha
6056

Sir,

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

1. With reference to the contract between _____

_____ _____(hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: PEQ07/2022, for the WILLOWMOREI SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS (hereinafter referred to as the "contract") in the amount of R ***insert amount*, (*insert amount in words*),** (hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____and hereby

representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R ***insert amount*, (*insert amount in words*)** being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.

4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: ***(Insert Tender Number)***

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 aforegoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.

7. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
   (b) shall lapse on the date of the last **certificate of practical completion**.

8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF**

_____ **20__**

AS WITNESS

1. _____

2. _____

_____

By and on behalf of

_____

_____

_____

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

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

C. This GUARANTEE must be returned to: _____

_____

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

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

FOR ATTENTION

NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
Private Bag ***X 3913***
GQEBERHA
6056

Sir,

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

1. With reference to the contract between _____

_____ _____(hereinafter referred to as the "**contractor"**) and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: ***PEQ07/2022***, for the ***WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS*** (hereinafter referred to as the **"contract"** in the amount of R ***insert amount, (insert amount in words)*** (hereinafter referred as the **contract sum),**

I / We, _____

in my/our capacity as _____and hereby

representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R ***insert amount, (insert amount in words)*** being 10**%** of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:

   (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);

   (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).

   (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).

   (d) This guarantee shall expire on the date of the last **final payment certificate**.

   (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: ***PEQ07/2022***

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.

8. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or

   (b) shall lapse in accordance with clause 2(d) above.

9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20**__

AS WITNESS

1. _____

2. _____

Tender no: *PEQ07/2022*

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 2: Pricing Data

C2.1 Pricing Instructions

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

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***				
Tender / Quotation no:	*PEQ07/2022*	**WCS no:**	*055562*	**Reference no:**	*14/1/3/1/6439/5049*

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total' column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

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

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

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

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only' appear in the "Total" column. "Rate Only" items have been included where:

(a) Variations of specified components in the make-up of a pay item may be expected; and
(b) No work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For 'Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the Standard System for Measuring Builders' Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

(a) the form and nature of the Site and its surroundings, including subsurface conditions,

(b) the hydrological and climatic conditions,

(c) the extent and nature of work and materials necessary for the execution and completion of the Works,
(d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

C2.1.2 VALUE ADDED TAX

(a) The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

C2.1.3 CORRECTION OF ENTRIES

(b) Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.4 ARITHMETICAL ERRORS

(c) Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

C2.1.5 TRADE NAMES

(d) Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

C2.1.6 CONTRACT DOCUMENTS

(e) The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.7 FIXED PRICE CONTRACT

(a) 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.

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

C2.1.8 PAYMENTS

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

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

C2.1.9 ACCOMMODATION ON SITE

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

C2.1.10 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the

value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal 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

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

C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL

MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017

30% Mandatory subcontracting is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his 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.

C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. The contractor shall price his 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.

C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. The contractor shall price his 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.

C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his 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.

C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his 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.

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

C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator

- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

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.

Payment

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

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

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

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training; Headcount
Source: cidb Standard for Skills Development

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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is *not applicable* to this project.

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.11.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

C2.2 Submission of Accrual Reports

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

Part 3: Scope of Work

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***		
Tender / Quotation no:	*PEQ07/2022*	**Reference no:**	*14/1/3/1/6439/5049*

C3. Scope of Works

C3.1 EXTENT OF THE WORKS

Construct and install water tanks with pumps and reticulation in accordance with the specification and PW271-A.

C3.2 ORDER OF THE WORKS

No procedure affecting the works

C3.3 BUILDINGS OCCUPIED

Ablution facilities (works thereto part of the scope) will be occupied and in use during the construction period.

C3.4 ACCESS

None.

Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, Government Gazette No. 42021 of 9 November 2018.

C3.5 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette,10 November 2017

C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as specified below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal 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:

C3.6.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017

30% Mandatory subcontracting is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the thirty percent (30%) Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

(a) SMME's involvement of at least **not applicable** of the tender amount at the time of tender to be sourced from within **not applicable** radius of the project site with the intention to maximize use of local SMMEs within **not applicable**
(b) SMME's involvement of at least **not applicable** of the Tender Value to be sourced from within **not applicable** radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

a. An EME or QSE
b. An EME or QSE which is at least 51% owned by black people
c. An EME or QSE which is at least 51% owned by black people who are youth
d. An EME or QSE which is at least 51% owned by black people who are women
e. An EME or QSE which is at least 51% owned by black people with disabilities
f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
g. A co-operative which is at least 51% owned by black people
h. An EME or QSE which is at least 51% owned by black people who are Military veterans
i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder may to refer to the CSD website should the list provided be insufficient.

Bidders must ensure that the sub-contractors conform to the following:

a. Possess relevant accreditation where applicable;
b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
c. Possess necessary capabilities to deliver the sub-contracted work;
d. Meet the requirements in terms of the stipulated designated groups; and
e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
   - Relevant Ward. If not available;
   - Relevant neighbouring Wards. If not available;
   - Relevant Local Municipality. If not available;
   - Relevant District Municipality. If not available;
   - Relevant Metro. If not available;
   - Relevant Province. If not available;
   - Relevant Neighbouring Province. And If not available;
   - Anywhere within the borders of South Africa .

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the **minimum thirty percent (30%)** SMME participation based on the tender amount including VAT, will result in a **not applicable** penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.
Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **not applicable**, and provided that:
(a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
(b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,

(c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
(d) Materials of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site,
(e) Material of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site.

Failure to achieve the minimum **not applicable** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **not applicable** penalty of the prorate targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.3 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that
a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
b) engages, as its principal business and in its own name, in the purchase and sale of goods.
Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **not applicable**, and provided that:
(a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
(b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
(c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
(d) Materials of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** of the project site,
(e) Material of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** of the project site.

Failure to achieve the minimum **not applicable** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **not applicable** penalty of the prorate targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
b) are defined as the target group in the targeting data; and
c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **not applicable** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **not applicable** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **not applicable**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

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

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum contract participation goal (CPG) of **five percent (5%)** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum five percent (5%)** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **not applicable**

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.6.5.1 Criteria

The main or lead partner of the successful bidder shall:

(a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;

- Administrative and cost control systems
- construction management systems and plans
- planning, tendering and programming
- business; technical; procurement skills
- legal compliance
- credit rating/history; financial loan capacity/history
- contractual knowledge

(b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise

(c) The contractor shall appoint an enterprise development coordinator to:

- perform needs analysis on the targeted enterprise to identify developmental goals
- develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
- provide internal mentorship support to improve the targeted enterprise/s performance
- monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
- submit a project completion report to the Employer's representative for each targeted enterprise.

C3.6.5.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

C3.6.5.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.6.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format **(ED105P)** detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format **(ED101P)** to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration (**ED104P**).*

C3.6.5.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

C3.6.5.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

C3.6.5.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

C3.6.5.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

C3.6.5.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

C3.6.5.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

3.6.6 CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

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

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

C3.6.6.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

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

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	**Description**	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 3: Notional Cost of Training per Headcount
Source: cidb Standard for Skills Development

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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

C3.6.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is *not applicable* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.6.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and specified by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:
Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:
Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

C3.6.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Publics Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence
Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

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Hand excavateable material
Hand excavateable material is:
a) granular materials:
i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
b) cohesive materials:
i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note
1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		**COHESIVE MATERIALS**	
CONSISTENCY	**DESCRIPTION**	**CONSISTENCY**	**DESCRIPTION**
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation
All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)
Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;
a) to 90% Mod AASHTO;
b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation
All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing
Grass and bushes shall be cleared by hand.

Shaping
All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading
All material shall be spread by hand.

Compaction
Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing
All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.
Grout shall be mixed and placed by hand.

Manufactured Elements
Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

C3.7 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

CPG values in the CPG Bill of Quantities Section will be recalculated based on the "Tender Amount" or the "Contract Amount" which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original "Tender Amount" or the "Contract Amount", has been achieved.

1.1. 30% SMME mandatory subcontracting CPG

When applicable, a minimum of 30% of the total tender amount at the time of award, including all allowances and VAT are to be subcontracted to SMMEs.

CPG calculation example:
"Tender Amount" = R150 mil
CPG 30% subcontracting value = R45 Mil

Calculation of penalty:
Percentage penalty applicable = 5% as specified in the Scope of Works (PG01.2)
CPG Achieved = R30 Mil (R15 Mil shortfall)
Penalty = R15 Mil x 5% = R750 000 Excl. VAT

1.2 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:
Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)
CPG target value = R6,5 Mil excluding VAT
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT
Penalty = R1 Mil x 10% = R100 000 excluding VAT

1.3 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:
Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)
CPG target value = R6,5 Mil excluding VAT
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT
Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.4 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to complete the Works.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Number of working days required to complete the Works based on the construction period = 600 days
CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)
Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:
Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)
CPG = 600 working days x 30% = 180 working days training to be provided
CPG Achieved = 160 days (20 days shortfall where no training was provided)
Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.5 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:
Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.
Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25
Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)
Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.6 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a "LI".

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:
CPG value = R10 Mil
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG Achieved = 9 Mil (R1 Mil shortfall)
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

1.7 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the "Contract amount" =

Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "contract Amount", the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG Minimum 5% = R6,5 Mil
Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:
The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.
Number of enterprises to be trained = 6 x 1 GB subcontractors
Total cost for training = R 1 660 000

Calculation of penalty
Total number of enterprises to be trained = 6
Total number trained = 4 (2 Shortfall)
Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary
Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	**Enterprise Development**				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	Provisional Sum to be carried over to CPG bill of quantities				**1 660 000**
	"Contract amount" Tender amount excl. allowances and VAT.	130 000 000			
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training	6 500 000			
	No of enterprises based on the CPG value	6	Grade 1 / 2 GB/CE,ETC.		
	Contract period (months)	24			

Note: Rates to be determined by PQS and adjusted to accepted quotation amounts

1.8 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of

construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

CPG Calculation

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

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		**Construction skills development goal (CSDG) (%)**
Designation	**Description**	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

Contractor CPG:
CPG calculation
"Contract amount" x factor from Table 3 above.

CPG calculation example:
"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Factor for GB = 0,5% (as per Table 2 above)
CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total cost of training to amount to R650 000

Calculation of penalty:
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG value = R650 000
Achieved = R550 000 = R100 000 Shortfall
Penalty = R100 000 x 30% = R30 000 Excl. VAT

Calculations based on "Contract Amount" after b5d award and aafter bid award and appointment of beneficiaries
Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the "Contract Amount" be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	**Number of learners**	**Notional Cost / Learner / Quarter**	**Notional cost / learner / year**	**Total Notional Cost over 12 months Contract**
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000

Method 3: Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

Note: the required CPG will be recalculated based on the awarded Tender amount and "Contract Amount" once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

Part 2: Pricing Data

C2.1 Pricing Instructions

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

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***				
Tender / Quotation no:	*PEQ07/2022*	**WCS no:**	*055562*	**Reference no:**	*14/1/3/1/6439/5049*

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total' column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

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

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

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

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only' appear in the "Total" column. "Rate Only" items have been included where:

(a) Variations of specified components in the make-up of a pay item may be expected; and
(b) No work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For 'Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the Standard System for Measuring Builders' Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

(a) the form and nature of the Site and its surroundings, including subsurface conditions,

(b) the hydrological and climatic conditions,

(c) the extent and nature of work and materials necessary for the execution and completion of the Works,
(d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

C2.1.2 VALUE ADDED TAX

(a) The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

C2.1.3 CORRECTION OF ENTRIES

(b) Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.4 ARITHMETICAL ERRORS

(c) Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

C2.1.5 TRADE NAMES

(d) Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

C2.1.6 CONTRACT DOCUMENTS

(e) The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.7 FIXED PRICE CONTRACT

(a) 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.

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

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C2.1.8 PAYMENTS

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

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

C2.1.9 ACCOMMODATION ON SITE

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

C2.1.10 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the

value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal 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

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

C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL

MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017

30% Mandatory subcontracting is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his 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.

C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. The contractor shall price his 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.

C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. The contractor shall price his 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.

C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his 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.

C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his 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.

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

C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator

- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

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.

Payment

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

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

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

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training; Headcount
Source: cidb Standard for Skills Development

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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is *not applicable* to this project.

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.11.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

C2.2 Submission of Accrual Reports

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

Part 3: Scope of Work

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	***EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS***		
Tender / Quotation no:	*PEQ07/2022*	**Reference no:**	*14/1/3/1/6439/5049*

C3. Scope of Works

C3.1 EXTENT OF THE WORKS

Construct and install water tanks with pumps and reticulation in accordance with the specification and PW271-A.

C3.2 ORDER OF THE WORKS

No procedure affecting the works

C3.3 BUILDINGS OCCUPIED

Ablution facilities (works thereto part of the scope) will be occupied and in use during the construction period.

C3.4 ACCESS

None.

Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, Government Gazette No. 42021 of 9 November 2018.

C3.5 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette,10 November 2017

C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as specified below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal 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:

C3.6.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT RGULATIONS 2017

30% Mandatory subcontracting is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the thirty percent (30%) Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

(a) SMME's involvement of at least **not applicable** of the tender amount at the time of tender to be sourced from within **not applicable** radius of the project site with the intention to maximize use of local SMMEs within **not applicable**
(b) SMME's involvement of at least **not applicable** of the Tender Value to be sourced from within **not applicable** radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

a. An EME or QSE
b. An EME or QSE which is at least 51% owned by black people
c. An EME or QSE which is at least 51% owned by black people who are youth
d. An EME or QSE which is at least 51% owned by black people who are women
e. An EME or QSE which is at least 51% owned by black people with disabilities
f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
g. A co-operative which is at least 51% owned by black people
h. An EME or QSE which is at least 51% owned by black people who are Military veterans
i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder may to refer to the CSD website should the list provided be insufficient.

Bidders must ensure that the sub-contractors conform to the following:

a. Possess relevant accreditation where applicable;
b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
c. Possess necessary capabilities to deliver the sub-contracted work;
d. Meet the requirements in terms of the stipulated designated groups; and
e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
   - Relevant Ward. If not available;
   - Relevant neighbouring Wards. If not available;
   - Relevant Local Municipality. If not available;
   - Relevant District Municipality. If not available;
   - Relevant Metro. If not available;
   - Relevant Province. If not available;
   - Relevant Neighbouring Province. And If not available;
   - Anywhere within the borders of South Africa .

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the **minimum thirty percent (30%)** SMME participation based on the tender amount including VAT, will result in a **not applicable** penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.
Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **not applicable**, and provided that:
(a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
(b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,

(c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
(d) Materials of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site,
(e) Material of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site.

Failure to achieve the minimum **not applicable** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **not applicable** penalty of the prorate targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.3 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that
a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
b) engages, as its principal business and in its own name, in the purchase and sale of goods.
Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **not applicable**, and provided that:
(a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
(b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
(c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
(d) Materials of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** of the project site,
(e) Material of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** of the project site.

Failure to achieve the minimum **not applicable** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **not applicable** penalty of the prorate targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
b) are defined as the target group in the targeting data; and
c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **not applicable** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **not applicable** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **not applicable**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

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

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum contract participation goal (CPG) of **five percent (5%)** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum five percent (5%)** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **not applicable**

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.6.5.1 Criteria

The main or lead partner of the successful bidder shall:

(a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;

- Administrative and cost control systems
- construction management systems and plans
- planning, tendering and programming
- business; technical; procurement skills
- legal compliance
- credit rating/history; financial loan capacity/history
- contractual knowledge

(b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise

(c) The contractor shall appoint an enterprise development coordinator to:

- perform needs analysis on the targeted enterprise to identify developmental goals
- develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
- provide internal mentorship support to improve the targeted enterprise/s performance
- monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
- submit a project completion report to the Employer's representative for each targeted enterprise.

C3.6.5.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

C3.6.5.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.6.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format **(ED105P)** detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format **(ED101P)** to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration (**ED104P**).*

C3.6.5.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

C3.6.5.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

C3.6.5.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

C3.6.5.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

C3.6.5.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

C3.6.5.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

3.6.6 CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

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

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

C3.6.6.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

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

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	**Description**	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 3: Notional Cost of Training per Headcount
Source: cidb Standard for Skills Development

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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

C3.6.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is *not applicable* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.6.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and specified by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:
Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:
Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

C3.6.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Publics Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence
Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

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Hand excavateable material
Hand excavateable material is:
a) granular materials:
i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
b) cohesive materials:
i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note
1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation
All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)
Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;
a) to 90% Mod AASHTO;
b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation
All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing
Grass and bushes shall be cleared by hand.

Shaping
All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading
All material shall be spread by hand.

Compaction
Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing
All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.
Grout shall be mixed and placed by hand.

Manufactured Elements
Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

C3.7 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

CPG values in the CPG Bill of Quantities Section will be recalculated based on the "Tender Amount" or the "Contract Amount" which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original "Tender Amount" or the "Contract Amount", has been achieved.

1.1. 30% SMME mandatory subcontracting CPG

When applicable, a minimum of 30% of the total tender amount at the time of award, including all allowances and VAT are to be subcontracted to SMMEs.

CPG calculation example:
"Tender Amount" = R150 mil
CPG 30% subcontracting value = R45 Mil

Calculation of penalty:
Percentage penalty applicable = 5% as specified in the Scope of Works (PG01.2)
CPG Achieved = R30 Mil (R15 Mil shortfall)
Penalty = R15 Mil x 5% = R750 000 Excl. VAT

1.2 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:
Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)
CPG target value = R6,5 Mil excluding VAT
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT
Penalty = R1 Mil x 10% = R100 000 excluding VAT

1.3 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the "Contract Amount", i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:
Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)
CPG target value = R6,5 Mil excluding VAT
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT
Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.4 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to complete the Works.

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Number of working days required to complete the Works based on the construction period = 600 days
CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)
Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:
Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)
CPG = 600 working days x 30% = 180 working days training to be provided
CPG Achieved = 160 days (20 days shortfall where no training was provided)
Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.5 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:
Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.
Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25
Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)
Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.6 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a "LI".

CPG calculation example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:
CPG value = R10 Mil
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG Achieved = 9 Mil (R1 Mil shortfall)
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

1.7 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the "Contract amount" =

Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "contract Amount", the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:
"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG Minimum 5% = R6,5 Mil
Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:
The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.
Number of enterprises to be trained = 6 x 1 GB subcontractors
Total cost for training = R 1 660 000

Calculation of penalty
Total number of enterprises to be trained = 6
Total number trained = 4 (2 Shortfall)
Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary
Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	**Enterprise Development**				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	Provisional Sum to be carried over to CPG bill of quantities				**1 660 000**
	"Contract amount" Tender amount excl. allowances and VAT.	130 000 000			
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training	6 500 000			
	No of enterprises based on the CPG value	6	Grade 1 / 2 GB/CE,ETC.		
	Contract period (months)	24			
	Note: Rates to be determined by PQS and adjusted to accepted quotation amounts				

1.8 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of

construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

CPG Calculation

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

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		**Construction skills development goal (CSDG) (%)**
Designation	**Description**	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

Contractor CPG:
CPG calculation
"Contract amount" x factor from Table 3 above.

CPG calculation example:
"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Factor for GB = 0,5% (as per Table 2 above)
CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total cost of training to amount to R650 000

Calculation of penalty:
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG value = R650 000
Achieved = R550 000 = R100 000 Shortfall
Penalty = R100 000 x 30% = R30 000 Excl. VAT

Calculations based on "Contract Amount" after b5d award and aafter bid award and appointment of beneficiaries
Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the "Contract Amount" be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	**Number of learners**	**Notional Cost / Learner / Quarter**	**Notional cost / learner / year**	**Total Notional Cost over 12 months Contract**
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000

Method 3: Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

Note: the required CPG will be recalculated based on the awarded Tender amount and "Contract Amount" once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

Item No		Quantity	Amount

BILL NO 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

1 A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it

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Brought Forward R

with the following:

"**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**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

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

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**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.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**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.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means 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).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**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**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**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

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	Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "pre-paid registered post or telefax"		
	Clause 1.6.4 is amended by replacing it with the following:		
	No clause		
	Fixed:_____ Value:_____ Time:_____	Item	
	OBJECTIVE AND PREPARATION		
2	A2.0 OFFER, ACCEPTANCE AND PERFORMANCE		
	Clause 2.0		
	Fixed:_____Value:_____Time:_____	Item	
3	A3.0 DOCUMENTS		
	Clause 3.0		
	Clause 3.2.1 is amended by replacing "14.1" with 14.0"		
	Clause 3.7 is amended by the addition of the following:		
	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		
	Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"		
	Fixed:_____ Value:_____ Time:_____	Item	
4	A4.0 DESIGN RESPONSIBILITY		
	Clause 4.0		
	Clause 4.3 is amended by replacing it with the following:		
	No clause		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

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5	A5.0 EMPLOYER'S AGENTS Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 Fixed:_____ Value:_____ Time:_____	Item	
6	A6.0 SITE REPRESENTATIVE Clause 6.0 Fixed:_____ Value:_____ Time:_____	Item	
7	A7.0 COMPLIANCE WITH REGULATIONS Clause 7.0 Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities / lump sum document** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed:_____ Value:_____ Time:_____	Item	
8	A8.0 WORKS RISK Clause 8.0 Fixed:_____ Value:_____ Time:_____	Item	
9	A9.0 INDEMNITIES Clause 9.0 Fixed:_____ Value:_____ Time:_____	Item	
10	A10.0 WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: **10.5 Damage to the Works** (a) Without in any way limiting the **contractor's** obligations in terms of the		
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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

(b) 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**

(c) 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

(d) 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 Injury to Persons or loss of or damage to Properties

(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

(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 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

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purpose of executing the **works** until the issue of the **certificate of practical completion**

(e) 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

(f) 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 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 may 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 me 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

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	damage to any moveable or immoveable 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 movement, a 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) **calender 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 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		
	Fixed:_____ Value:_____ Time:_____	Item	
11	A11.0 LIABILITY INSURANCES		
	Clause 11.0		
	Fixed:_____ Value:_____ Time:_____	Item	
12	A12.0 EFFECTING INSURANCES		
	Clause 12.0		
	Fixed:_____ Value:_____ Time:_____	Item	
13	***A13.0 No Clause***	Item	
14	A14.0 SECURITY		
	Clause 14.0		
	Clauses 14.1 - 14.8 are amended by replacing them with the following:		
	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)		
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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) **calender days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** withe the selected **security** within twenty-one (21) **calender days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **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) **calender days** from **commencement date**

14.3.2 Within twenty-one (21) **calender days** of the day 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) **calender 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

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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 per cent (10%) of the **contract sum** (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) **calender 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) **calender 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) **calender 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		
Carried Forward	R	

	Brought Forward	R
value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calender days** from **commencement date**		
14.6.2 Within twenty-one (21) **calender 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 certfified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable		
Fixed:_____ Value:_____ Time:_____		Item
	Carried Forward	R

	Brought Forward	R	
	EXECUTION		
15	A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS		
	Clause 15.0		
	Clause 15.1.1 is amended by replacing it with:		
	No clause		
	Clause 15.1.2 is amended by replacing it with:		
	The **security** selected in terms of 14.0		
	Clause 15.1 is amended by the addition of the following clause:		
	15.1.4 And acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calender days** of **commencement date**		
	Clause 15.2.1 is amended by replacing it with the following clause:		
	Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4		
	Fixed:_____ Value:_____ Time:_____	Item	
16	A16.0 ACCESS TO THE WORKS		
	Clause 16.0		
	Fixed:_____ Value:_____ Time:_____	Item	
17	A17.0 CONTRACT INSTRUCTIONS		
	Clause 17.0		
	Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**"		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward		R
18	A18.0 SETTING OUT OF THE WORKS		
	Clause 18.0		
	Fixed:_____ Value:_____ Time:_____		Item
19	A19.0 ASSIGNMENT		
	Clause 19.0		
	Fixed:_____ Value:_____ Time:_____		Item
20	A20.0 NOMINATED SUBCONTRACTORS		
	Clause 20.0		
	Clause 20.1.3 is amended by replacing it with the following:		
	No clause		
	Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums		
	Fixed:_____ Value:_____ Time:_____		Item
21	A21.0 SELECTED SUBCONTRACTORS		
	Clause 21.0		
	Clause 21 is amended by replacing it with:		
	No clause		
	Fixed:_____ Value:_____ Time:_____		Item
22	A22.0 EMPLOYER'S DIRECT CONTRACTORS		
	Clause 22.0		
	Fixed:_____ Value:_____ Time:_____		Item
23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS		
	Clause 23.0		
	Fixed:_____ Value:_____ Time:_____		Item
	Carried Forward		R

	Brought Forward		R
	COMPLETION		
24	A24.0 PRACTICAL COMPLETION		
	Clause 24.0		
	Fixed:_____ Value:_____ Time:_____		Item
25	A25.0 WORKS COMPLETION		
	Clause 25.0		
	Fixed:_____ Value:_____ Time:_____		Item
26	A26.0 FINAL COMPLETION		
	Clause 26.0		
	Clause 26.1.2 is amended by inserting "#" next to 26.1.2		
	Fixed:_____ Value:_____ Time:_____		Item
27	A27.0 LATENT DEFECTS LIABILITY PERIOD		
	Clause 27.0		
	Fixed:_____ Value:_____ Time:_____		Item
28	A28.0 SECTIONAL COMPLETION		
	Clause 28.0		
	Fixed:_____ Value:_____ Time:_____		Item
29	A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION		
	Clause 29.0		
	Clause 29.2.5 is amended by replacing it with:		
	No clause		
	Fixed:_____ Value:_____ Time:_____		Item
	Carried Forward		R

	Brought Forward	R	
30	A30.0 PENALTY FOR NON-COMPLETION		
	Clause 30.0		
	Fixed:_____ Value:_____ Time:_____	Item	
	PAYMENT		
31	A31.0 INTERIM PAYMENT TO THE CONTRACTOR		
	Clause 31.0		
	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"		
	Clause 31.8 is amended by replacing it with the following two alternative clauses:		
	Alternative A		
	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 **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**		
	Alternative B		
	31.8(B) Where **security** as a payment reduction in terms 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**		
	Carried Forward	R	

	Brought Forward	R	
	issued up to the date of **practical completion**		
	31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**		
	31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6		
	31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**		
	Clause 31.12 is amended by deleting the following:		
	Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due		
	Fixed:_____ Value:_____ Time:_____	Item	
32	A32.0 ADJUSTMENT TO THE CONTRACT VALUE		
	Clause 32.0		
	Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:		
	"due to no fault of the **contractor**"		
	Fixed:_____ Value:_____ Time:_____	Item	
33	A33.0 RECOVERY OF EXPENSE AND LOSS		
	Clause 33.0		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward	R	
34	A34.0 FINAL ACCOUNT AND FINAL PAYMENT Clause 34.0 Clause 34.1 is amended by removing "#" next to 34.1 Clause 34.2 is amended by inserting "#" next to 34.2 Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1" Clause34.13 is amended by replacing "seven (7) **calender days**" with "twenty-one (21) **calender days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due" Fixed:_____ Value:_____ Time:_____	Item	
35	A35.0 PAYMENT TO OTHER PARTIES Clause 35.0 Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

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NDPW & I - Port Elizabeth Regional Office

	Brought Forward	R	
	CANCELLATION		
36	A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT		
	Clause 36.0		
	Clause 36.1 is amended by the addition of the following clauses:		
	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		
	Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"		
	Clause 36.0 is amended by the addition of the following clause:		
	36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated 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		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward	R	
37	A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE Clause 37.0 Clause 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)" Clause 37.0 is amended by the addition of the following clause: 37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated 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 Fixed:_____ Value:_____ Time:_____	Item	
38	A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT Clause 38.0 Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)" Clause 38.0 is amended by the addition of the following clause: 38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated 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 Fixed:_____ Value:_____ Time:_____	Item	
39	A39.0 CANCELLATION - CESSATION OF THE WORKS Clause 39.0 Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) **working days** of completion of such a report" Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward	R	
	DISPUTE		
40	A40.0 DISPUTE SETTLEMENT		
	Clause 40.0		
	Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"		
	Clause 40.6 is amended by removing the reference to:		
	No clause		
	Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:		
	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		
	Fixed:_____ Value:_____ Time:_____	Item	
	SUBSTITUTE PROVISIONS		
41	A41.0 STATE CLAUSES		
	Clause 41.0		
	Fixed:_____ Value:_____ Time:_____	Item	
	CONTRACT VARIABLES		
42	THE SCHEDULE (DPW-04EC)		
	Clause 42.0		
	Tenderers are referred to the Contract Data (DPW-04EC) for variables pertaining to this contract	Item	
	SECTION B - JBCC PRELIMINARIES		
	Carried Forward	R	

	Brought Forward	R	
	B1.0 DEFINITIONS AND INTERPRETATION		
43	B1.1 Definition and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed:_____ Value:_____ Time:_____	Item	
	B2.0 DOCUMENTS		
44	B2.1 Checking of documents Fixed:_____ Value:_____ Time:_____	Item	
45	B2.2 Provisional bills of quantities **YES** Fixed:_____ Value:_____ Time:_____	Item	
46	B2.3 Availability of construction documentation Fixed:_____ Value:_____ Time:_____	Item	
47	B2.4 Interest of agents Fixed:_____ Value:_____ Time:_____	Item	
48	B2.5 Priced documents Fixed:_____ Value:_____ Time:_____	Item	
49	B2.6 Tender submission Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)" Fixed:_____ Value:_____ Time:_____	Item	
	B3.0 THE SITE		
50	B3.1 Defined works area Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward	R	
51	B3.2 Geotechnical investigation **N/A**		
	Fixed:_____ Value:_____ Time:_____	Item	
52	B3.3 Inspection of the site		
	Fixed:_____ Value:_____ Time:_____	Item	
	No claims for extras arising from the contractor having failed to comply with this clause will be entertained		
53	B3.4 Existing premises occupied		
	Fixed:_____ Value:_____ Time:_____	Item	
54	B3.5 Previous work - dimensional accuracy		
	Fixed:_____ Value:_____ Time:_____	Item	
55	B3.6 Previous work - defects		
	Fixed:_____ Value:_____ Time:_____	Item	
56	B3.7 Services - known		
	Fixed:_____ Value:_____ Time:_____	Item	
57	B3.8 Services - unknown		
	Fixed:_____ Value:_____ Time:_____	Item	
58	B3.9 Protection of trees		
	Fixed:_____ Value:_____ Time:_____	Item	
59	B3.10 Articles of value		
	Fixed:_____ Value:_____ Time:_____	Item	
60	B3.11 Inspection of adjoining properties		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

		Brought Forward	R
	B4.0 MANAGEMENT OF CONTRACT		
61	B4.1 Management of the works		
	Fixed:_____ Value:_____ Time:_____		Item
62	B4.2 Programme for the works		
	Fixed:_____ Value:_____ Time:_____		Item
63	B4.3 Progress meetings		
	Fixed:_____ Value:_____ Time:_____		Item
64	B4.4 Technical meetings		
	Fixed:_____ Value:_____ Time:_____		Item
65	B4.5 Labour and plant records		
	Fixed:_____ Value:_____ Time:_____		Item
	B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS		
66	B5.1 Samples of materials		
	Fixed:_____ Value:_____ Time:_____		Item
67	B5.2 Workmanship samples		
	Fixed:_____ Value:_____ Time:_____		Item
68	B5.3 Shop drawings		
	Fixed:_____ Value:_____ Time:_____		Item
69	B5.4 Compliance with manufacturers' instructions		
	Fixed:_____ Value:_____ Time:_____		Item
		Carried Forward	R

		Brought Forward	R
	B6.0 TEMPORARY WORKS AND PLANT		
70	B6.1 Deposits and fees Fixed:_____ Value:_____ Time:_____		Item
71	B6.2 Enclosure of the works Fixed:_____ Value:_____ Time:_____		Item
72	B6.3 Advertising Fixed:_____ Value:_____ Time:_____		Item
73	B6.4 Plant, equipment , sheds and offices Fixed:_____ Value:_____ Time:_____		Item
74	B6.5 Main notice board **N/A** Fixed:_____ Value:_____ Time:_____		Item
75	B6.6 Subcontractors notice board **N/A** Fixed:_____ Value:_____ Time:_____		Item
	B7.0 TEMPORARY SERVICES		
76	B7.1 Location Fixed:_____ Value:_____ Time:_____		Item
77	B7.2 Water Fixed:_____ Value:_____ Time:_____		Item
78	B7.3 Electricity Fixed:_____ Value:_____ Time:_____		Item
79	B7.4 Telecommunication facilities Fixed:_____ Value:_____ Time:_____		Item
		Carried Forward	R

	Brought Forward	R	
80	B7.5 Ablution facilities Fixed:_____ Value:_____ Time:_____	Item	
	B8.0 PRIME COST AMOUNTS		
81	B8.1 Responsibility for prime cost amounts Fixed:_____ Value:_____ Time:_____	Item	
	B9.0 ATTENDANCE ON N/S SUBCONTRACTORS		
82	B9.1 General attendance Fixed:_____ Value:_____ Time:_____	Item	
83	B9.2 Special attendance Fixed:_____ Value:_____ Time:_____	Item	
84	B9.3 Commissioning - fuel, water and power Fixed:_____ Value:_____ Time:_____	Item	
	B10.0 FINANCIAL ASPECTS		
85	B10.0 Statutory taxes, duties and levies Fixed:_____ Value:_____ Time:_____	Item	
86	B10.2 Payment of preliminaries Fixed:_____ Value:_____ Time:_____	Item	
87	B10.3 Adjustment of preliminaries Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "when submitting his priced **bills of quantities / lump sum document**" Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward		R
88	B10.4 Payment certificate cash flow Fixed:_____ Value:_____ Time:_____		Item
	B11 GENERAL		
89	B11.1 Protection of the works Fixed:_____ Value:_____ Time:_____		Item
90	B11.2 Protection/isolation of existing/sectionally occupied works Fixed:_____ Value:_____ Time:_____		Item
91	B11.3 Security of the works Fixed:_____ Value:_____ Time:_____		Item
92	B11.4 Notice before covering work Fixed:_____ Value:_____ Time:_____		Item
93	B11.5 Disturbance Fixed:_____ Value:_____ Time:_____		Item
94	B11.6 Environmental disturbance Fixed:_____ Value:_____ Time:_____		Item
95	B11.7 Works cleaning and clearing Fixed:_____ Value:_____ Time:_____		Item
96	B11.8 Vermin Fixed:_____ Value:_____ Time:_____		Item
97	B11.9 Overhand work Fixed:_____ Value:_____ Time:_____		Item
	Carried Forward		R

	Brought Forward		R
98	B11.10 Instruction manuals and guarantees		
	Fixed:_____ Value:_____ Time:_____		Item
99	B11.11 As built information		
	Fixed:_____ Value:_____ Time:_____		Item
100	B11.12 Tenant installations		
	Fixed:_____ Value:_____ Time:_____		Item
	B12 SCHEDULE OF VARIABLES		
101	B12.1 Schedule of variables		
	This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**.		
	Spaces requiring information must be filled in, shown as "not applicable" or deleted and 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		
	Fixed:_____ Value:_____ Time:_____		Item
	12.1 PRE-TENDER INFORMATION		
	12.1.1 **Provisional bills of quantities**		
	[2.2] The quantities are provisional **YES**		
	12.1.2 **Availability of construction documentation**		
	[2.3] Construction documentation is complete - **Bills of Quantities Only**		
	12.1.3 **Interests of agents**		
	[2.4] Details: The professional team has no financial interest in this contract		
	12.1.4 **Defined works area**		
	[3.1] The works area is confined to existing Willomore SAPS site in the Eastern Cape.		
	Carried Forward		R

Brought Forward R

12.1.5 **Geotechnical investigation**
[3.2] Details: No Geotechnical investigation was carried out.

12.1.6 **Existing premises occupied**
[3.4] Specific requirements: The existing premises are occupied and tenderer's should take coqnosence thereof when pricing this document.

12.1.7 **Previous work - dimensional accuracy**
[3.5] Details: The accuracy of the existing building work is accepted

12.1.8 **Previous work - defects**
[3.6] Details: The defects are accepted

12.1.9 **Service - known**
[3.7] Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting

12.1.10 **Protection of trees**
[3.9] Specific requirements: **N/A**

12.1.11 **Inspection of adjoining properties**
[3.11] Specific requirements: None

12.1.12 **Enclosure of the works**
[6.2] Specific requirements: The Contractor is to safely close-off the areas where construction is taking place as to ensure the safety of pupils and staff during all hours

12.1.13 **Offices**
[6.4.3] Specific requirements:The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair. The office shall be kept clean and fit for use at all times.

Carried Forward R

Brought Forward R

12.1.14 **Main notice board**
[6.5] Specific requirements: **N/A**

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m, per typical drawing no. W503 attached to these Bills of Quantities, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA, painted sans serif lettering.

The notice board for the EPWP is also to be errected in accordance with the forgoing board.

12.1.15 **Subcontractors notice board**

[6.6]	A notice board is required	NO
	Specific requirements:	NONE

12.1.16 **Water**

[7.2]	Option A (by **contractor**)	YES
	Option B (by **employer** - free of charge)	NO
	Option C (by **employer** - metered)	NO

12.1.17 **Electricity**

[7.3]	Option A (by **contractor**)	NO
	Option B (by **employer** - free of charge)	**YES**
	Option C (by **employer** - metered)	NO

12.1.18 **Telecommunications**

[7.4]	Telephone	YES
	Facsimile	No
	E-mail	YES

Carried Forward R

Brought Forward R

12.1.19 **Ablution facilities**
[7.5] Option A (by **contractor**) YES

Option B (by **employer**) NO

12.1.20 **Protection of existing/sectionally occupied works**
[11.2] Protection is required YES

12.1.21 **Special attendance**
[9.2] **Subcontractor** (1) details: N/A

Subcontractor (2) details: N/A

Subcontractor (3) details: N/A

Subcontractor (4) details: N/A

12.1.22 **Protection of the works**
[11.1] Specific requirements: None

12.1.23 **Disturbance**
[11.5] Specific requirements:

The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

12.1.24 **Environmental disturbance**
[11.6] Specific requirements: NONE

12.2 POST-TENDER INFORMATION

12.2.1 **Payment of preliminaries**
[10.2] Option A (prorated) YES / NO

Option B (calculated) YES / NO

12.2.2 **Adjustment of preliminaries**
[10.3] Option A (three categories) YES / NO

Option B (detailed breakdown) YES / NO

Carried Forward R

	Brought Forward	R	
	12.2.3 **Additional agreed preliminaries items** Details:		
	SECTION C - SPECIFIC PRELIMINARIES		
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item		
102	C1 CONTRACT DRAWINGS **N/A**		
	The drawings issued with this tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed		
	Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**		
	Fixed:_____ Value:_____ Time:_____	Item	
103	C2 PREAMBLES		
	The document " Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (http://www.publicworks.gov.za under "Consultants Guidelines") and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used		
	The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjuction with the drawings and **bills of quantities**.		
	Fixed:_____ Value:_____ Time:_____	Item	
104	C3 TRADE NAMES		
	Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders		
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward	R	
105	C4 IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer) Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable) Fixed:_____ Value:_____ Time:_____	Item	
106	C5 VIEWING THE SITE IN SECURITY AREAS The **site** is situated in a security area and the tenderer must arrange with the responsible officer of Correctional Services to obtain permission to enter the **site** for tendering purposes Fixed:_____ Value:_____ Time:_____	Item	
107	C6 COMMENCEMENT OF WORKS IN SECURITY AREAS As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account Fixed:_____ Value:_____ Time:_____	Item	
108	C7 ENTRANCE PERMITS TO SECURITY AREAS As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward	R	
109	C8 SECURITY CHECK OF PERSONNEL The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works** Fixed:_____ Value:_____ Time:_____	Item	
110	C9 PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs except when authorized thereto by or on behalf of the Minister The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959 Fixed:_____ Value:_____ Time:_____	Item	
	C10 HIV/AIDS AWARENESS **N/A** It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities.** Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regards shall be entertained The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment		
	Carried Forward	R	

	Brought Forward		R
111	C10.1 AWARENESS CHAMPION **N/A** Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____		Item
112	C10.2 AWARENESS WORKSHOPS **N/A** Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____		Item
113	C10.3 POSTERS, BOOKLETS, VIDEOS, ETC. **N/A** Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **contract period**, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____		Item
114	C10.4 ACCESS TO CONDOMS **N/A** Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____		Item
115	C10.5 MONITORING **N/A** Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____		Item
	Carried Forward		R

Brought Forward R

116 C11 OCCUPATIONAL HEALTH AND SAFETY ACT

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

The **contractor** shall comply with all the requirements set out for compliance with the COVID regulations.

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

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

Preparation of the Contractor's site specific Health and Safety Plan
Item 1

Fixed:_____ Value:_____ Time:_____

Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations
Item 1

Fixed:_____ Value:_____ Time:_____

Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations
Months 3

Fixed:_____ Value:_____ Time:_____

Item

Carried Forward R

Bill No. 1
Preliminaries
Professional Services
NDPW & I - Port Elizabeth Regional Office

Brought Forward R

117 C12 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

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

The **contractor** shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the **principal agent** within 28 calender days

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

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

Fixed:_____ Value:_____ Time:_____ Item

Carried Forward R

Brought Forward R

118 C13 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) **N/A**

The **contractor** shalll comply with Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) as attached to these **bills of quantities**

The **contractor** shall identify a minimum of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them as per aforementioned specification and as elsewhere measured in these **bills of quantities**

The **contractor** shal liaise and co-ordinate with the **employer** and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP- NYP youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to re-measurement, have been included elsewhere in these **bills of quantities** to cover the direct costs associated with the employment and training of youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed:_____ Value:_____ Time:_____ Item

119 C14 USE OF LOCAL SMME's

It is the requirement of the **employer** that the **contractor** enhances the use of local Small, Micro and Medium Enterprises (SMME's) involved in the project. This is required to be done through the use of both traditional building techniques and **labour intensive construction techniques** careful and considered construction planning

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

(a) SMME's involvement of at least 5% of the contract value to be sourced from within 50km of the project site

Carried Forward R

Brought Forward		R
(b) SMME's involvement of at least 25% of the contract value to be sourced from within 400km of the project site		
It is the requirement of the **employer** that the **contractor** shall **sub-contract a minimum of 30%** of their contract value to any one or more of the following categories: **N/A**		
(a) An EME or QSE (b) An EME or QSE which is at least 51% owned by black people (c) An EME or QSE which is at least 51% owned by black people who are youth (d) An EME or QSE which is at least 51% owned by black people who are women (e) An EME or QSE which is at least 51% owned by black people with disabilities (f) An EME or QSE which is at least 51% owned by black people living in rural or underdevelop areas or townships (g) A co-operative which is at least 51% owned by black people (h) An EME or QSE which is at least 51% owned by black people who are Military vererans		
Contractors are refered to the CSD for a list of prospective sub-contractors. Contractors must ensure that their proposed sub-contractor(s) conform to the following: 1. Possess necessary accreditation where applicable; 2. Be registered with relevant bodies (CIDB, various Councils,etc.) where applicable; 3. Possess necessary capabilities to deliver the sub-contract work; 4. Meet the requirements in terms of the stipulated designated groups; 5. Geographical located at the place where the project will be delivered.		
Geographical location must be determined using the following criteria: (a) Relevant ward, if not available; (b) Relevant neighbouring wards, if not available; (c) Relevant Local Municipality, if not available; (d) Relevant District Municipality, if not available; (e) Relevant Metro, if not available; (f) Relevant Province, if not available; (g) Relevant neighbouring Province, if not available; (h) Anywhere within the borders of South Africa.		
The 30% should be allowcated to SMME's in the following CIDB graded catagories at the percentages specified:		
CIDB Grade 2 with max. value range of R 650,000 40% CIDB Grade 3 with max. value range of R 2,000,000 30% CIDB Grade 4 with max. value range of R 4,000,000 30%		
Failure to achieve the above-mentioned 30% SMME participation goal shall		
Carried Forward		R

	Brought Forward	R	
	result in a penalty of 3% of the contract value to be deducted by the Employer The contractor must provide proof of agreements reached with SMME's from a list of SMME's provided by the department. These agreements are to be provided at the closing date of the tender and will form part of the contractors responsiveness criteria. The contractor must provide all the necessary proof and documentation that the 30% SMME's participation goals have been reached. All costs in compliaing with the above-mentioned requirements must be priced under this item, no additional claims whatsoever shall be entertained with regards to the above-mentioned requirements. Fixed:_____ Value:_____ Time:_____	Item	
120	C15 USE OF LOCAL BUILDING MATERIALS Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that: (a) Such materials comply in all respects with the specific requirements of PW371 (b) The availability of such materials shall not adversely affect the desired progress of the specific works (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof (d) Materials of at least 10% of the contract value to be sourced from within 50km of the project site (e) Material of at least 20% of the contract value to be sourced from within 400km of the project site Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward	R	

	Brought Forward	R	
121	**C16 : EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**		
	The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employments and Conditions of Work for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)		
	The **contractor** shall enter into an employment agreement with all workers and provide certified copies of such agreements and Identity documents of the workers to the principal agent within 28 calendar days.		
	The **contractor** shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"		
	Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried to Summary	R	

Item No			Quantity	Rate	Amount
	BILL No. 2				
	ALTERATIONS				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill				
	REMOVAL OF EXISTING WORK				
	Breaking up and removing mass concrete:				
1	Surface beds and slabs	m3	1		
2	Strip footings and foundations	m3	1		
	Breaking down and removing brickwork, etc.:				
3	Half brick walls.	m2	3		
4	One brick walls.	m2	5		
	Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)				
5	Rainwater pipes and holderbats	m	12		
6	Eaves gutters and brackets.	m	60		
	Carried to Summary			R	

Item No			Quantity	Rate	Amount
	BILL No. 3EARTHWORKS				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill				
	SUPPLEMENTARY PREAMBLES				
	Proprietary items or materials				
	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works				
	Nature of material to be excavated				
	The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"				
	Carting away of excavated material				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site				
	SITE CLEARANCE				
	Site clearance				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	32		
	REMOVAL OF TREES ETC				
	Carried Forward			R	

	Brought Forward			R
	Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density			
2	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	1	
	Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density			
3	Tree exceeding 200mm and not exceeding 500mm girth	No	1	
	EXCAVATION, FILLING, ETC OTHER THAN BULK			
	EXCAVATIONS ETC			
	Digging up topsoil			
4	Digging up topsoil to an average depth of 150mm and preserving for use of filling	m2	13	
	Soft excavation not exceeding 2m deep			
5	Trenches	m3	11	
	Extra over trench and hole soft excavations for			
6	Soft rock	m3	1	
7	Hard rock	m3	1	
	Extra over excavations in earth for breaking up and removing			
8	Brickwork	m3	1	
9	Unreinforced concrete	m3	1	
10	Reinforced concrete	m3	1	
	Carried Forward			R

	Brought Forward			R
	Extra over all excavations for carting away			
11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	5	
	Risk of collapse of excavations			
12	Sides of trench and hole excavations not exceeding 1,5m deep	m2	3	
	Keeping excavations free from water			
13	Keeping excavations free from mud and all water other than from subterranean sources		Item	
	FILLING, ETC			
	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density			
14	Backfilling to trenches, holes, etc	m3	6	
	Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density			
15	Under floors, etc	m3	2	
	Earth filling G3 supplied by the contractor compacted to 98% Mod AASHTO density			
16	Under floors, etc	m3	2	
	Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density			
17	50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), leveled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors.	m2	10	
	Carried Forward			R

	Brought Forward			R
	Compaction of surfaces			
18	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	10	
	PROTECTION AGAINST TERMITES			
	Soil insecticide			
19	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	10	
	Carried to Summary			R

Bill No. 3
Earthworks
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No			Quantity	Rate	Amount
	BILL No. 4				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill				
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	25 MPa/19mm concrete				
1	Strip footings	m3	3		
	REINFORCED CONCRETE				
	25 MPa/ 19mm Concrete poured around reinforcement:				
2	Surface beds cast in panels on waterproofing	m3	2		
3	Surface beds cast in panels around water tanks on waterproofing	m3	2		
4	Pavings cast in panels	m3	1		
	SMOOTH FORMWORK (DEGREE OF ACCURACY II)				
	Smooth formwork to sides				
5	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	10		
	Carried Forward			R	

	Brought Forward			R
	CONCRETE TESTING			
6	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head : Works		Item	
	CONCRETE SUNDRIES			
	Finishing top surfaces of concrete smooth with a wooden float to a broom finish			
7	Surface beds, slabs, etc.	m2	20	
	MOVEMENT JOINTS, ETC.			
	Vertical joggle construction joints through concrete including one coat thick cement slurry and one coat Bitumen paint to one face			
8	Surface beds not exceeding 300mm thick	m	2	
	Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces			
9	Expansion joint not exceeding 300mm high	m	27	
	Saw cut joints:			
10	Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess.	m	2	
	REINFORCEMENT			
	Fabric reinforcement			
11	Type 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	32	
	Carried to Summary			R

Bill No. 4
Concrete, formwork and reinforcement
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount

BILL No. 5MASONRY

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

SUPPLEMENTARY PREAMBLES

Proprietary items or materials

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

BRICKWORK

Sizes in descriptions

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

Cement mortar

Unless otherwise described, all brickwork shall be built in 1:5 cement mortar

External walls, etc

Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole

Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixeal" bitumen emulsion waterproofing coating

Carried Forward R

				R
	Brought Forward			
	Face bricks			
	Bricks shall be ordered timeously to obtain uniformity in size and colour			
	Pointing			
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
	Samples, etc			
	Rates for brickwork, faced brickwork, etc shall include for all required samples			
	BRICKWORK			
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in foundations (Provisional)			
1	One brick walls	m2	11	
	Brickwork of NFP bricks in superstructure			
2	One brick walls	m2	11	
	BRICKWORK SUNDRIES			
	Joint forming material in movement joints			
3	12mm Bitumen impregnated fibre board built in vertically through brick walls in foundations (Provisional)	m2	1	
	Brickwork reinforcement			
4	150mm Wide reinforcement built in horizontally	m	180	
	Galvanised hoop iron cramps, ties, etc			
5	32 x 1,6mm Cramp 600mm long, three times bend with one end fixed to brickwork and one end buildt into brickwork	No	8	
	Carried Forward			R

	Brought Forward			R
	FACE BRICKWORK			
	" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.			
6	Extra over brickwork for face brickwork.	m2	13	
	Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces			
7	Coping on top of one brick wall pointed on top and both sides	m	15	
	Carried to Summary			R

Bill No. 5
Masonry
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No			Quantity	Rate	Amount
	BILL No. 6				
	WATERPROOFING				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill				
	SUPPLEMENTARY PREAMBLES				
	Proprietary items or materials				
	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works				
	Waterproofing				
	Waterproofing of roofs, basements, etc shall be laid under a twelve year maintenance free guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	DAMPPROOFING OF WALLS AND FLOORS				
	One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape				
1	Under surface beds	m2	21		
2	Between existing brick wall and new tank stand	m2	8		
	JOINT SEALANTS, ETC				
	Carried Forward			R	

	Brought Forward			R
	Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc			
3	6 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary (Provisional)	m	2	
4	12 x 10mm In expansion joints in floors/walls including raking out expansion joint filler as necessary (Provisional)	m	15	
	Carried to Summary			R

Bill No. 6
Waterproofing
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount

BILL No. 7

PLUMBING AND DRAINAGE (PROVISIONAL)

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

SUPPLEMENTARY PREAMBLES

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

RAINWATER DISPOSAL

Carried Forward R

				R
	Brought Forward			
	0.7mm Baked enamel on aluminium gutter system in contiuous lenghts:			
1	100 x 125mm Ogee eaves gutters.	m	60	
2	Extra over eaves gutter for stopped end.	No	4	
3	Extra over eaves gutter for outlet for 76 x 64mm pipe.	No	4	
4	76 x 64mm Rainwater pipes.	m	16	
5	Extra over rainwater pipe for offset bend.	No	4	
6	Extra over rainwater pipe for shoe.	No	2	
	TAPS, VALVES, ETC.			
	Polished brass			
7	22mm Lockable tank cock with lugged brass lever as Cobra 541	No	1	
8	50mm Automatic float level control valve including float switch or stainless steel ball valve installed complete as per manufacturers instructions in uPVC 5000L watertank.	No	1	
	Stainless steel			
9	28mm Sluice/gate valve with teflon seat	No	1	
10	32mm Non-return valve	No	3	
	INTERNAL WATER SUPPLY			
11	15mm Pipes	m	6	
12	22mm Pipes	m	12	
	Extra over class 2 copper pipes for "Conex" compression fittings			
13	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	6	
	Carried Forward			R

Bill No. 7
Plumbing and Drainage
Professional Services
NDPW & I - Port Elizabeth Regional Office

				R
	Brought Forward			
14	22mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	6	
	Sundries			
15	Testing internal water reticulation		Item	
	EXTERNAL WATER RETICULATION			
	Class 12 uPVC pressure pipes			
16	32mm Pipe layed in and including trenches	m	100	
17	32mm Pipe cast in concrete (concrete elsewhere)	m	2	
	Extra over uPVC pressure pipes for solvent welded pressure fittings			
18	32mm Adaptor.	No	3	
19	32mm Tee	No	2	
20	32mm Elbow	No	2	
	TANKS, ETC.			
21	5000 Litre Polyethylene water tank with 40mm diameter inlet at top and 40mm overflow outlet and 40mm outlet at base of tank including access hatch on top with vermin-proof vent	No	2	
	STORMWATER CHANNELS			
	Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, etc.			
22	1000 x 150mm Thick V-dish channel 75mm deep	m	10	
23	Extra for angles, intersections, ends, dressing into sides of catchpits, etc.	No	4	
	Carried Forward			R

	Brought Forward			R
	Sundries			
24	Excavate to open face to form cutt-off drain to falls, form banks and remainder deposit on site where directed	m3	1	
25	Triangular shaped stormwater channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin	No	1	
	Carried to Summary			R

Bill No. 7
Plumbing and Drainage
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount

BILL No. 8

ELECTRICAL WORK (PROVISIONAL)

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

PREAMBLES

All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001

SUPPLEMENTARY PREAMBLES

The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications

Proprietary items or materials

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

ELECTRICAL INSTALLATION

Qualified Electrician

Tenderer's are advised that a registered and qualified 3-phase electrician will be required to provide a electrical compliance certificate upon completion of the project

Carried Forward R

Brought Forward R

Schedule of information

Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.

Labelling & Colour Coding

The cost of labelling and colour coding must be included within the prices of the respective equipment.

Fixing of conduits

The fixing of conduits shall be as follows

a) Build in conduits in wall chases with cement mortar and clamps

b) Fix conduits on wall surfaces and in roof spaces with approved saddles

c) Cast conduit in concrete surface beds or slabs

d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles

Chasing

All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position

Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting

Carried Forward R

				R
	Brought Forward			
	Laying of electric cables			
	Excavate 600mm below finished ground level			
	Encase the installed cable in river sand or sifted sand			
	Mark the cable route with approved concrete cable markers			
	DISTRIBUTION BOARDS			
	Distribution boards complete with sheetmetal trays, frames, subframes, busbars, provision for future circuit breakers, labeling and legend cards			
1	25A Single pole mccb's	No	1	
2	63A Double pole earth leakage units	No	1	
	ELECTRICAL SUPPLY			
	PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep			
3	16mm² x 2 - Core	m	50	
	Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lenghts required			
4	16mm² x 2 - Core	No	2	
	Cable sundries			
5	150mm Wide cable danger warning tape placed 150mm above cables in trenches	m	25	
	LIGHTING AND SMALL POWER			
	Rigid PVC conduits			
6	25mm Diameter	m	25	
	GALVANISED CONDUIT			
	Carried Forward			R

	Brought Forward			R
	Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)			
7	25mm Diameter	m	4	
	CONDUIT BOXES AND FITTINGS			
8	100 x 50 x 50mm Deep box	No	1	
9	100 x 100 x 50mm Deep box	No	1	
	Galvanised trunking with cover fixed to brickwork			
10	50x50mm Trunking	m	25	
	CONDUCTORS			
	PVC insulated stranded copper conductors drawn into wireways			
11	1,5mm²	m	50	
12	2,5mm²	m	50	
13	4mm²	m	50	
	LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.			
14	16A Single three-pin switched socket outlet	No	1	
15	25A Two phase isolator with external waterproof box	No	1	
	TESTING AND COMMISSIONING			
16	Allow for testing, balancing and commissioning the complete electrical installation		Item	
	Carried to Summary			R

Bill No. 8
Electrical Work (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No			Quantity	Rate	Amount
	BILL No. 9				
	MECHANICAL INSTALLATION (PROVISIONAL)				
	SUPPLEMENTARY PREAMBLES				
	The descriptions of items in this Bill is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications attached to these bills of quantities for the full descriptions and complete specifications				
	Proprietary items or materials				
	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works				
	Schedule of information				
	Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.				
	Labelling and Colour Coding				
	The cost of labelling and colour coding must be included within the prices of the respective items.				
	Pressure Pump with Controller				
1	Supply and install a K40/100 double impeller electric pump supplied by DAB Water Technology including a Smart Press WG 3.0 on/off controller complete fixed to concrete plinth (plinth elsewhere)	No	1		
	Carried Forward			R	

	Brought Forward			R
	Galvanised Cage for Pressure pump consisting of 50 x 50 x 5mm angle iron framework covered with expanded metal mesh, bolted to concrete surface bed.			
2	Single cage 400mm wide, 600mm long and 600mm high internally.	No	1	
3	100mm M13 expansion bolt	No	6	
	Commissioning, Maintenance, etc			
4	Allow for commissioning and testing of the installation		Item	
5	Allow for 12 month maintenance and guarantee of the installation		Item	
6	Allow for providing operating and maintenance manuals		Item	
	Carried to Summary			R

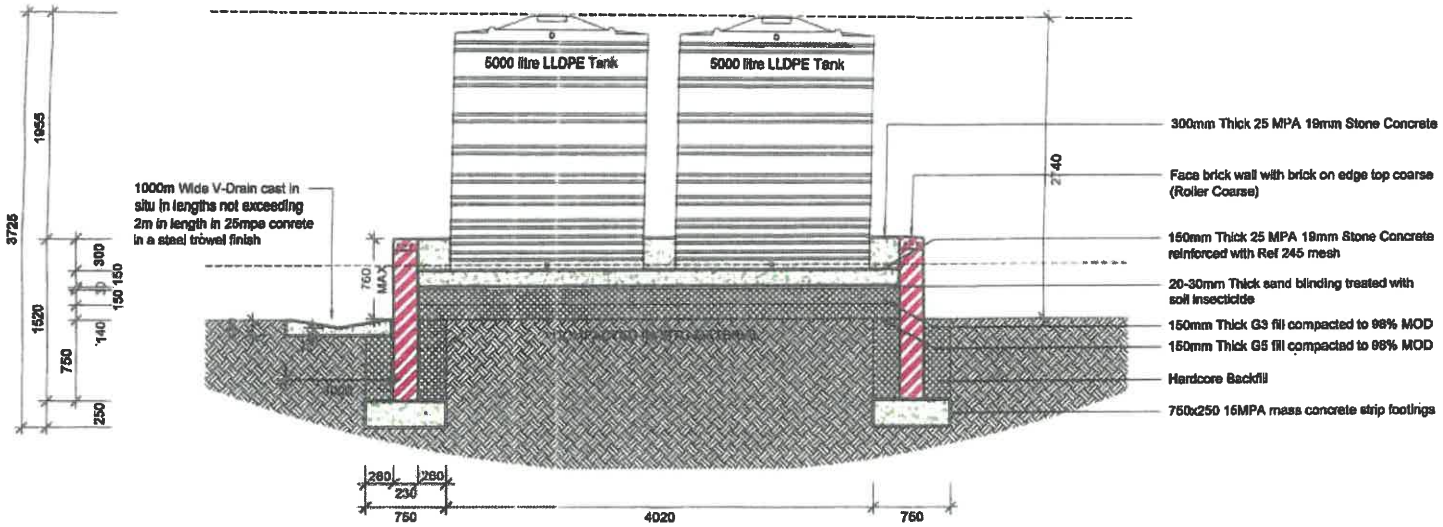
Bill No. 9
Mechanical Installation (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

FINAL SUMMARY

Bill No		Page No		Amount
1	Preliminaries	39		
2	Alterations	40		
3	Earthworks	44		
4	Concrete, formwork and reinforcement	46		
5	Masonry	49		
6	Waterproofing	51		
7	Plumbing and Drainage	55		
8	Electrical Work (Provisional)	59		
9	Mechanical Installation (Provisional)	61		
	Sub Total		R	
	Value Added Tax (15%)		R	
	Carried to Form of Tender		R	

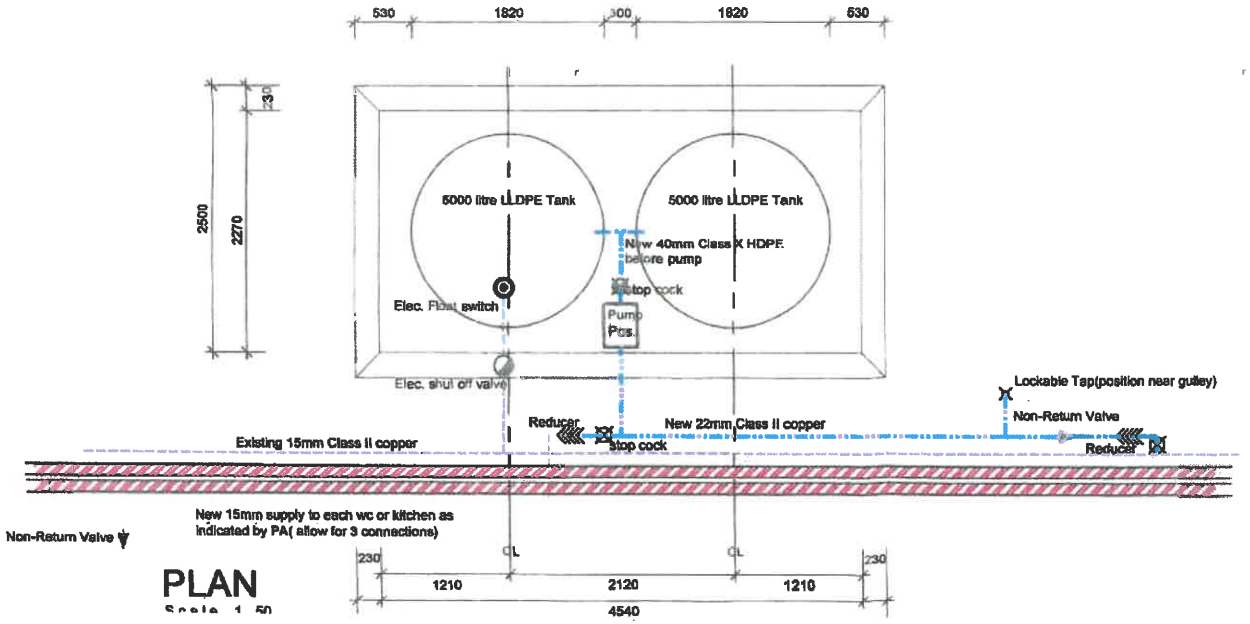
Professional Services
NDPW & I - Port Elizabeth Regional Office

Building Work / Specification



SECTION A - A

Scale 1:50



PLAN

Scale 1:50

CONSTRUCTION NOTES:

Copyright vests in the
Department of Public Works

cad file name
5kl Double Tank Stand.dwg

public works

Department
Public Works
REPUBLIC OF SOUTH AFRICA

DIRECTOR-GENERAL
Adv. S. Vukile

discipline
ARCHITECTURAL

service
MULTIPLE APPLICATION STANDARD TYPE DRAWING FOR THE PROVISION 10 000litre (2X5KL) TANK STAND

drawing title
FOR PRICING PURPOSES ONLY

WCS number	Client
N/A	PrSAT 20698
ref.no	designed MM
scale as indicated	drawn ISM
date 04-02-2020	checked MM
type number	
drawing number	

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL

HEALTH & SAFETY SPECIFICATIONS

FOR

PROJECTS AND MAINTENANCE (BUILDING/ELECTRICAL/MECHANICAL)

MANAGED ON BEHALF OF

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

(SOUTH AFRICAN POLICE SERVICE)

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

Mr./Ms./Me - **PROJECT MANAGER**
(Add full details of the project manager)

……..
……..

Mr. /Ms/Me - **CONTROL/WORKS MANAGER**
(Add full details of the inspector)

……..
……..

……AND/OR ITS AGENT: [as per CR 5(5)] – {Also refer specifically to Sections 8(2)(g), 8(2)(h) and 37(2) of the Act}

AGENT: **(full particulars of agent)**

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR: **(full particulars of principle contractor / contractor)**

Mr. /Ms/Me - **HEALTH & SAFETY OFFICER (BUILDING)**
(Add full details of this officer)

……..
……..

Mr. /Ms/Me **-HEALTH & SAFETY OFFICER (ELECTRICAL)**
(Add full details of this officer)

……..
……..

Mr. /Ms/Me - **HEALTH & SAFETY OFFICER (MECHANICAL)**
(Add full details of this officer)

……..
……..

Mr. /Ms./Me - **HEAD: PROJECTS & MAINTENANCE**
(Add full details of the head of the project)

……..
……..

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1. PREAMBLE

In terms of Construction Regulation 5(1)(*a*) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare a baseline risk assessment for an intended construction work project. In terms of construction regulations 5(1)(b), the client must prepare a suitable, sufficiently documented and coherent site specific Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. (***All references to the singular shall also be regarded as references to the plural***)

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

a) Safety considerations affecting the site of the project and its environment;
b) Health and safety aspects of the associated structures and equipment;

c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
d) The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 7 and 8 of the Act, Construction regulations 7 and 8.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

"Purpose of the Act" –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

"Agent" –

means any person who acts as a representative for a client;

"Client" –

means any person for whom construction work is performed;

''Construction Work'' is defined as any work in connection with –

(a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam canal, road, railway, runway, runway, sewer or water reticulation system; or the moving of earth, clearing or land, the making of excavation, piling or any similar civil engineering structure or type of work;

"Construction work permit"

means a document issued in terms of construction regulations 3

"Contractor" –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

"Health and Safety File" –

means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

"Health and Safety Plan" –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

"Health and Safety Specification" –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

"Method Statement" –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

"Principal Contractor" –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

"Risk Assessment" –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. *Overall Supervision and Responsibility for OH&S*

* The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(5), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

* The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

* All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

* The Construction Manager and Assistant Construction Manager appointed in terms of Construction Regulation 8(1), 8(2) to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

.

* All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. *Further (Specific) Supervision Responsibilities for OH&S*

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	5(1)(k)	Principal contractor for each phase or project	Client
2.	7(1)(c)	Contractor	Principal Contractor
3.	7(2)(c)	Contractor	Contractor
4.	8(1)	Construction Manager	Principal Contractor
5.	8(2)	Construction Manager assistant	Principal Contractor
6.	8(5)	Construction Health and Safety Officer	Principal Contractor
7.	9(1)	Person to carry out risk assessment	Contractor
9.	10(1)(a)	Fall protection planner	Contractor
10.	12 (1)	Temporary works designer	Contractor
12.	13(1)(a)	Excavation supervisor	Contractor
13.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Contractor
14.	13(2)(k)	Explosives expert	Contractor
15.	14(1)	Supervisor demolition work	Contractor
16.	14(11)	Demolition expert	Contractor
18.	16(1)	Scaffold supervisor and scaffold erector	Contractor
19.	17(1)	Suspended platform supervisor	Contractor
20.	17(2)(c)	Compliance plan developer	Contractor
21.	17(8)(c)	Suspended platform expert	Contractor
22.	17(13)	Outrigger expert	Contractor
23.	18(1)	Rope access supervisor	Contractor
24.	19(8)(a)	Material hoist inspector	Contractor
25.	20(1)	Bulk mixing plant supervisor	Contractor
26.	21(2)(b)	Explosive actuator expert	Contractor
27.	22(a)	Crane supervisor	Contractor
28.	24(d)	Temporal electrical installations controller	Contractor
29.	24(e)	Temporal electrical installations inspector	Contractor
30.	28(a)	Stacking and storage supervisor	Contractor
31.	29(h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter "Preamble" (page 4) above. This list must not be assumed to be exclusive or comprehensive.

5.2 *Communication & Liaison*

5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

7. RESPONSIBILITIES

7.1 Client

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 **Contractor** (Responsibilities of ..... in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

8. SCOPE OF WORK (*also refer to paragraph 2 on page 5*)

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

"Phase 1 – Refurbishment of existing houses & outbuildings for Library information services consisting of elaborate audio visual aids and facilities including auditoriums.

- *Site clearance (what does this entail?)*
- *Site hoarding, demarcation and demolition as follows: ……..*
- *Bulk Earthworks comprising…(excavations, filling, compaction, evening surface…..)*
- *Piling (by drilling, excavating…..pile driving….pile hammering….????)*

Phase 2 – Construction of a new four (4) storied Administration building.

- *Preparation of site by leveling, compaction etc.*
- *Excavations for parking areas/services*
- *Etc."*

(elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

[Notes to the Client, Designer, Project Manager, Architect, Agent:

add references to the above project and include specific elements identified as the 'Critical Few'. The 'Critical Few' refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)

Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]

N.B Construction Regulation 5(1)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 7(1)(c)(vii) to ensure that the principal contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

12.3 Reports

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

* dies
* becomes unconscious
* loses a limb or part of a limb
* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

* a major incident occurred
* the health or safety of any person was endangered
* where a dangerous substance was spilled
* the uncontrolled release of any substance under pressure took place
* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
* machinery ran out of control,

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to the relevant Regional Manager for that particular jurisdiction.

12.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5 Site Rules and other Restrictions

12.5.1 *Site OH&S Rules*

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2 *Security Arrangements*

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

12.6.1 *General Induction Training*

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

12.6.2 *Site Specific Induction Training*

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

12.6.3 *Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

* General Induction (Section 8 of the Act)
* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
* Site/Project Manager
* Construction Supervisor
* OH&S Representatives (Section 18 (3) of the Act)
* Training of the Appointees indicated in 12.6.1 & 12.6.2 above
* Operation of Cranes (Driven Machinery Regulations 18 (11)
* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
* As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
* Storekeeping Methods & Safe Stacking (Construction Regulation 28)
* Emergency, Security and Fire coordinator

12.7 Accident and Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.8 H&S Representatives (SHE-Reps – 'safety, health & environment') and H&S Committees

12.8.1 *Designation of H&S Representatives('SHE – Reps')*

Where the Principal Contractor employs more that 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.8.2 *Duties and Functions of the H&S Representatives*

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

12.8.3 *Establishment of H&S Committee(s)*

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

***Agenda*:**

1) Opening and determining of chairmanship (only when necessary)
2) Minutes of Previous Minutes
3) Observations
4) Program and Safety considerations
5) Hygiene
6) Housekeeping improvement
7) Incidents & Accidents / Injuries
8) Registers:
    a H&S Rep. Inspections
    b. Matters of First Aid
    c. Scaffolding
    d. Ladders
    e. Excavations
    f. Portable Electric Equipment

g. Fire Equipment
h. Explosive Power Tools
i. Power Hand tools
j. Incident! Report Investigation
k. Pressure Vessels
l. Personal Protective Equipment

9) Safety performance Evaluations
10) Education & Safety promotion program
11) First Aid Officials and training in First Aid
12) Demarcation of work- /hazardous-/safe areas/walkways
13) Posters and signage
14) Environmental preservation and conservation
15) Specific training programmes
16) General
17) Date of Next Meeting
18) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

* Clearing & Grubbing of the Area/Site
* Site Establishment including:
  - Office/s
  - Secure/Safe Storage and storage areas for materials, plant & equipment
  - Ablution facilities
  - Sheltered dining area
  - Vehicle access to the site
* Dealing with existing Structures.
* Location of existing Services
* Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
* Adjacent Land uses/Surrounding property exposures
* Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
* Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
* Exposure to Noise
* Exposure to Vibration
* Protection against dehydration and heat exhaustion
* Protection from wet & cold conditions
* Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
* Use of Portable Electrical Equipment including:
  - Angle grinder
  - Electrical Drilling machine
  - Skill saw

* Excavations including:
    - Ground/soil conditions
    - Trenching
    - Shoring
    - Drainage
    - Daily inspections
* Welding including:
    - Arc Welding
    - Gas welding
    - Flame Cutting
    - Use of LP Gas torches and appliances
* Loading & Offloading of Trucks
* Aggregate/Sand and other Materials Delivery
* Manual and Mechanical Handling
* Lifting and Lowering Operations
* Driving & Operation of Construction Vehicles and Mobile Plant including:
    - Trenching machine
    - Excavator
    - Bomag Roller
    - Plate Compactor
    - Front End Loader
    - Mobile Cranes and the ancillary lifting tackle
    - Parking of Vehicles & Mobile Plant
    - Towing of Vehicles & Mobile Plant
* Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
* Layering and Bedding of trench floor
* Installation of Pipes in trenches
* Backfilling of Trenches
* Protection against Flooding
* Gabion work
* Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
* Protection from Overhead Power Lines
* As discovered by the Principal Contractor's hazard identification exercise
* As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
* As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders

8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	**Subject**	**Requirements**
Construction Regulation 3	**Construction work permit**	Apply to the Provincial Labour Office for any construction work as defined under CR 3(1)(a)(b) & (c)
Construction. Regulation 4	**Notice of carrying out Construction work**	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	***Copy of OH&S Act (Act 85 of 1993)**	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Construction regulations 5(1)(j)	***Registration with Compensation Insurer**	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)(b) & 5(1)(n)	**H&S Specification & Programme**	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 9	***Hazard Identification & Risk Assessment**	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	***Assigned duties (Managers)**	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	**Designation of Person Responsible on Site**	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	**Designation of Assistant for above**	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	***Designation of Health & Safety Representatives**	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7

		Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	***Health & Safety Committee/s**	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	***Agreement with Mandataries/ (Sub-)Contractors**	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	***Reporting of Incidents (Dept. of Labour)**	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	***Investigation and Recording of Incidents**	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	**Fall Prevention & Protection**	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation 11	**Structures**	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept
Construction. Regulation 16	**Scaffolding**	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement

		weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction. Regulation 17	**Suspended Platforms**	Competent persons appointed in writing to: - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather Risk Assessment conducted Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available
Construction. Regulation 13	**Excavations**	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction. Regulation 14	**Demolition Work**	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register

		kept
Construction. Regulation 19	**Materials Hoist**	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.
Construction. Regulation 21	**Explosive actuated fastening device**	Competent person appointed to control the issue of the Explosive actuated fastening & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use **Work areas are demarcated!**
Construction. Regulation 20	**Bulk mixing plant**	Competent person appointed to control the operation of the Bulk mixing plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Bulk mixing plant to be inspected weekly by a competent person. Inspections register kept
Construction. Regulation 23/ Driven Machinery Regulations 18 & 19	**Cranes & Lifting Machines Equipment**	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - **daily by operator** - Tower Crane/s - **after erection/6monthly** - Other cranes - **annually by comp. person** - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation 24/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	***Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)**	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	***Designation of Stacking & Storage Supervisor.**	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/	***Designation of a Person to**	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency

Environmental Regulation 9	**Co-ordinate Emergency Planning And Fire Protection**	planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on ***register***. Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	***First Aid**	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	**Personal Safety Equipment (PSE)**	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	***Inspection & Use of Welding/Flame Cutting Equipment**	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Pressure Equipment Regulations (PER)	**Pressure Equipment Regulations (PER)**	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment. Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of Pressure Equipment on Site Inspections & Testing by Approved Inspection

		Authority (AIA): - after installation/re-erection or repairs - Annual External inspections, - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair A risk based inspection process by an authorised certification body, SAQCC(IPE) registered person
Construction. Regulation 23	**Construction Vehicles & Mobile Plant**	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept
General Safety Regulation 13A	***Inspection of Ladders**	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	**Ramps**	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

14.2 Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a)	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a)	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a)	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health & Safety Promotion	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly

	Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.

14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices &Signs	Notices & Signs at entrances / along perimeters indicating **"No Unauthorised Entry".** Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. **"Visitors to report to Office"** Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. **General Warning Signs**
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
*Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
*Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
***Emergency Drill & Evacuation**	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced. **(See Section 1 for Designation & Register)**

14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	Eye and Face (also Hand and Body) Protection (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools

	* Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.
*Hearing Protection	Hearing Protectors (Muffs, Plugs etc.) used when operating the following: * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	Protective Gloves worn by employees handling / using: * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
*Respiratory Protection	Suitable/efficient prescribed Respirators worn correctly by employees handling / using: * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Fall Prevention Equipment	Suitable Safety Belts / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

14.5 Housekeeping

Subject	Requirement
*Scrap Removal	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis.

System	(Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage **(See Section 1 for Designation & Register)**	Stacking: * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. Storage: * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
	Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SABS 085

Free Standing Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SABS 085
*Mobile Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs
*Mobile Scaffolding	Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085
Suspended Scaffolding	Outriggers securely supported and anchored. Correct No. of steel wire ropes used. Platform as close as possible to the structure. Handrails on all sides All winches / ropes / cables / brakes inspected regularly and replaced as prescribed Scaffolding complies with OHS Act (Act 85/93) Winch(es) maintained by competent person(s)
Formwork / Support Work	All components in good condition. Foundation firm / stable. Adequate bracing / stability ensured. Good workmanship / uprights straight and plumb. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.
Special Scaffolding	Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.
Edges & Openings	Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced. Stairs provided with handrails. Lift shafts barricaded / fenced off.

14.8 Ladders

Subject	Requirement
*Physical Condition / Use & Storage	Stepladders - hinges/stays/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top.

	No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system

14.9 Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations"- see attached document)

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	Colour coded / numbered / symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close Switches / circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument: Test results within 15 – 30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door Apertures and openings used for extension leads to be protected against the elements and especially rain
*Electrical Installations & Wiring	Temporary wiring / extension leads in good condition / no bare or exposed wires. Earthing continuity / polarity correct: **Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the b'R'own wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the b'L'ue wire connects to the 'L'eft hand connector.** Cables protected from mechanical damage and moisture. Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. Cable arrestors in place and used inside plugs
*Physical condition of Electrical Appliances & Tools	Electrical Equipment and Tools: (includes all items plugging in to a 16 Amp supply socket) Insulation / casing in good condition. Earth wire connected/intact where not of double insulated design Double insulation mark indicates that no earth wire is to be connected. Cord in good condition/no bare wires/secured to machine & plug. Plug in good condition, connected correctly and correct polarity.

14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
*Fire Extinguishing Equipment	Fire Risks Identified and on record The correct and adequate Fire Extinguishing Equipment available for: * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations

	* Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	Fire Extinguishing Equipment: * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)
* Storage Issue & Control of Flammables (incl. Gas cylinders	Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied Only sufficient quantities issued for one task or one day's usage Separate, special gas cylinder store/storage area. Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated. Types of Gas Cylinders clearly identified as well as the storage area and stored separately. Full cylinders stored separately from empty cylinders. All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. Leaking acetylene vessels to be returned to the supplier **IMMEDIATELY**.
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	HCS storage principles applied: products segregated Only approved, non-expired HCS to be used Only the prescribed PPE shall be used as the minimum protection Provision made for leakage/spillage containment and ventilation Emergency showers/eye wash facilities provided HCS under lock & key controlled by designated person Decanted/issued in containers as prescribed with information/warning labels Disposal of unwanted HCS by accredited disposal agent No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site All vessels or containers to be regularly checked for leaks

14.11 Excavations

Subject	Requirement
Excavations, any man-made cavity, trench, pit or depression formed by cutting, digging or scooping	Shored / Braced to prevent caving / falling in. Provided with an access ladder. Excavations guarded/barricaded/lighted after dark in public areas Soil dumped at least 1 m away from edge of excavation On sloping ground soil dumped on lower side of excavation All excavations are subject to daily inspections

14.12 Tools

Subject	Requirement
*Hand Tools	Shovels / Spades / Picks:

	* Handles free from cracks and splinters * Handles fit securely * Working end sharp and true Hammers: * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters Handles fit securely Chisels: * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square Saws: * Teeth sharp and set correctly * Correct saw used for the job
*Explosive actuated fastening device.	Only used by trained / authorised personnel. Prescribed warning signs placed / displayed where tool is in use. Work area must be properly isolated/demarcated during use of tool. Inspected at least monthly by competent person and results recorded. Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. Cleaned daily after use.

14.13 Cranes

Subject	Requirement
Tower Crane	Only operated by trained authorised operator with valid certificate of training Structure - no visible defects Electrical installation good/safe Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed Limit switches with backup switches fitted/operational Access Ladder fitted with backrests/Fall arrest system installed Lifting tackle in good condition/inspection colour coding Lifting tackle checked daily
*Mobile Crane	Only operated by trained authorised operator with valid certificate of training Rear view mirrors Windscreen visibility good Windscreen wipers operating effectively Indicators operational Hooter working Tyres safe/sufficient tread/pressure visibly sufficient No missing Wheel nuts Headlights, taillights operational Reverse alarm working and audible and known by all employees
*Mobile Crane continued	Grease nipples and grease on all joints No Oil leaks Hydraulic pipes visibly sound/no leaks No corrosion on Battery terminals Boom visibly in good condition/no apparent damage Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily

	Brakes working properly Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed By-pass valves operational Deflection chart displayed/visible to operator/driver Outriggers functional used
*Gantry Crane	Only operated by trained authorised persons Correct slinging techniques used Recognised/displayed on chart signals used Log book kept/up to date Prescribed inspections conducted on crane &lifting tackle and checked daily "Crane overhead" signage, where applicable Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed/load limiting switches fitted/operational

14.14 Builder's Hoist

Subject	Requirement
Builder's Hoist	**"Hoist In Operation"** - sign displayed. General construction strong and free from patent defects. Tower: * Adequately secured / braced. * At least 900 mm available for over travel. * Barricaded at least 2 100 mm high at ground level and floors. * Landing place provided with gate at least 1 800 high. Platform: * No persons conveyed on platform * Steel wire ropes with breaking strength of six times max. load. * Signal systems used which may include two way radio connection. * Goods prevented from moving / falling off. * Effective brake capable of stopping and holding max. load.

14.15 Transport & Materials Handling Equipment

Subject	Requirement
*Site Vehicles	All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator. Inventory of vehicles used/operated on site Inspection by means of a checklist / results recorded. No persons riding on equipment not designed or designated for passengers. Site speed limit posted, enforced and not exceeded. Drivers / Operators trained / licensed and carrying proof. No unauthorised persons allowed to drive / operate equipment.
Conveyors	Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.

14.16 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	Operator Trained. Only authorised persons use the machine.

	Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
*Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed
*Woodworking Machines	Operators Trained. Only authorised persons use machines. Provided with guards. Guards used. Operators using correct PPE - eye/face/feet/hearing Circular saws strictly operated according to prescribed methods and settings Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications
*Compressors	Relief valves correctly set and locked / sealed. Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. All drives adequately guarded. Receiver/lines drained daily Hoses good condition/clamped, not wired Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin
Concrete Mixer / Batch Plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards. Operators overseer identified and crane signals displayed and used.
*Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits

14.17 Plant & Storage Yards/Site Workshops Specifics

Subject	Requirements
Section 8(2)(1) General Machinery	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery

Regulation 2(1): **Supervision of the Use & Maintenance of Machinery**	Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulation 9(2): **Notices Operation of Machinery**	Schedule D Notice posted in Work areas
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely/grinder generally in good condition/No excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/ numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed
Presses/Guillotines/ Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

14.18 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.

*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and dieseline into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations promulgated in February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	- Definitions
Regulation No. 2	- Scope of application
Regulation No. 3	- Application of construction permit
Regulation No. 4	- Notification of construction work
Regulation No. 7	- Principal Contractor and Contractor
Regulation No. 8	- Supervision of construction work
Regulation No. 9	- Risk Assessment
Regulation No. 28	- Stacking & Storage on construction sites
Regulation No. 30	- Construction employees' facilities
Regulation No. 32	- Approved Inspection authorities
Regulation No. 33	- Offences and penalties

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities

- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. LOCKOUT SYSTEMS: - *ELECTRICAL!*

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File.

22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 5(1) (q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

23. IMPORTANT RECORDS TO BE KEPT

1 Inspection checklist (template)

The documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project,

INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16(1): SCAFFOLDING:	
CR17(1): SUSPENDED PLATFORMS:	
CR19(8)(a): MATERIAL HOIST (S):	
CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	

CR13(1)(a): EXCAVATION WORK:	
CR14(1): DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING TOOLS	
CR28(a): STACKING	

INSPECTION

SECTION/REGS	ITEM CHECKED	N/A	YES	NO
	APPOINTMENTS			
CR8(1)	Supervisor:			
CR8(2)	Assistant Supervisor:			
CR8(5)	Construction Health and Safety Officer			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 14(1)	Demolition Expert			
	DOCUMENTS			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
Section 20(2)	Safety Committee Minutes			
DMR 18(7)	Lifting Machines, hand-powered lifting devices and lifting tackle			
CR 3(4)	Application for Construction Work Permit			
CR 4	Notification of Construction Work			
CR 9(6)	Risk Assessment			
CR 7(7)	Proof of the Health & Safety Induction Training			
CR 11(2)(c)	Structures			
CR13(2)(i)	Excavations			
CR7(1)(g)	Medical Certificates of Fitness			
CR 17(11)	Suspended platforms; inspections and performance test records			
CR 7(1)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(8)(c)	Material Hoists Record Book			
CR21(2)(g)	Explosive actuated fastening device register			
CR 23(1)(k)	Construction Vehicle & Mobile Plant Register			
CR 24(e)	Electrical Installation & Machinery Register			
	INCIDENTS			
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			
	PUBLIC SITE			
FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
CR 27(f)	Perimeter fence & no admittance			
CR 27(g)	Overhead protection netting/falling objects			

NB Notice	Pedestrian warning			
	PERSONAL SAFETY EQUIPMENT			
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
	SAFETY PLANS			
	FIRST AID			
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(a)	Principal's contractor H&S Plan			
	FIRE HAZARD & PRECAUTIONS			
GR29	Flammables used, waste, hot work, diesel, fuel, gas			
	ELECTRICAL INSTALLATIONS & MACHINERY			
CR24	Guarding to Electrical Installations			
	ILLUMINATION			
ER 3(6)	Dangerous Places and signage as well			
	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR5(1)(l) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water		
	Electricity		
	Police		
	Fire Brigade		
	Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

C4 Site Information

Tender no:	PEQ07/2022	WCS no:	055562	Reference no:	14/1/3/1/6439/5049

C4 Site Information

(a) Ground conditions of the site are generally normal with ground conditions being majority soft rock.

(b) The tank stand is to constructed adjacent to the police station building. The site is located at ERF No. 1552 within Baviaans local municipality at the following address:

04 Saint John Street
Willowmore
6445