

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS**



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA**

**BILLS OF QUANTITIES**

with GCC for Construction Works - Second Edition 2010

**CONTRACTUAL SECTION  
ONE VOLUME APPROACH**

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS,  
UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

**Engineer/Principal Agent**

Department of Public Works and Infrastructure  
P.O. Box X9153  
PIETERMARITZBURG  
PIETERMARITZBURG  
3200  
033 897 1356 - Tel Number  
033 897 1300 - Fax Number  
jacinta.nandolo@kznworks.gov.za

**Architect**

Miss JM Nandolo  
P.O. Box X9153  
Pietermaritzburg  
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jacinta.nandolo@kznworks.gov.za

**Employer:**

Head: Public Works  
KZN Department of Public Works  
Private Bag X 9041  
PIETERMARITZBURG  
3200  
Tel Number: 033 - 8971300  
Fax Number: 033 - 8971399

**Region:**

Regional Manager  
KZN Department of Public Works  
X9041  
Pietermaritzburg  
3200  
Tel Number: 033-897 1421/1422  
Fax Number: 033-897 1399

**Tender Number: ZNTM01268W**  
**CIDB Grading: 5GB or HIGHER**  
**ECDP Number: N/A**

**Project Code: 064171**  
**Document Date: 16 September 2026**

**Contracting Party:** \_\_\_\_\_  
**CIDB Registration number:** \_\_\_\_\_  
**Central Suppliers Database Registration Number:** \_\_\_\_\_

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**



**KWAZULU-NATAL PROVINCE**  
**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

## THE TENDER

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## THE CONTRACT

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### IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderder herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Public Works, Provincial Administration of KwaZulu-Natal.

**"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

**No alternative Tenders will be accepted.**

**The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part only of the Form of Offer and Acceptance - T2.21**

**"Enterprise" shall mean the legal Tendering Entity or Tenderer who, on acceptance of the Offer, would become the contractor"**

### **TENDERERS TO NOTE**

- 1.The Department reserves the right not to award to the lowest bidder.
- 2.In addition, the Department may conduct a detailed risk assessment prior to the award of the bid.
- 3.The bid document can be downloaded from e-Tender Portal (<https://www.etenders.gov.za>) at no cost. However, should any bidder require a printed/hard copy of the bid document, a nonrefundable payment must be made for collection thereof as per the banking details indicated below. Proof of payment must be produced upon collection of the bid document.
- 4.No Site Inspection certificates will be issued at the Tender briefing meeting. The Site Inspection certificate must be signed and stamped by the Department representative, during the briefing as proof of attendance, and should it not be signed your tender document will be disqualified.
- 5.Bidders who attend without a hard copy bid document will not be allowed to the briefing.
- 6.No late arrivals will be admitted to the tender briefing meeting.
- 7.Late submissions will not be accepted.
- 8.Faxed or e-mailed bids are not accepted.
- 9.Only Bidders registered on Central Suppliers Database and applicable CIDB will be eligible to submit bids.
- 10.The Preference points system is applicable for this bid is 80/20, where 20 points of specific goals will be allocated as follows:
  - Ownership by Black People: 5 points
  - Ownership by People who are Women: 6 points
  - Ownership by people who are Youth: 5 points
  - Ownership by people living with Disabilities: 4 points



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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

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**THE CONTRACT**



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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
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**C1 - AGREEMENT AND CONTRACT DATA**



## **KWAZULU-NATAL PROVINCE**

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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

## **FORM OF OFFER AND ACCEPTANCE**

## FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTM01268W



**KWAZULU-NATAL PROVINCE**

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DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)

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### C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER  
RETURNABLE DOCUMENTS.



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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

## **C1.2 - CONTRACT DATA**

**C 1.2 CONTRACT DATA:**

with GCC for Construction Works - Second Edition 2010

**CONTRACT DATA FOR:**

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

**Tender no: ZNTM01268W**

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at [www.saice.org.za](http://www.saice.org.za).

**CONTRACT SPECIFIC DATA**

The following contract specific data are applicable to this contract:

**CONTRACT VARIABLES**

This schedule contains all variables specific to 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 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. Key cross reference clauses are italicised in [ ] brackets.

**The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.**

**Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:**

**PRE-TENDER INFORMATION**

**CONTRACTING AND OTHER PARTIES**

[1.1.1.15]

**Employer:**

**Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)**

Postal address:

**Private Bag X 9041  
PIETERMARITZBURG  
3200**

Tel: **033 - 8971399**

Fax: **033 - 8971300**

[1.2.1.2]

Physical address:

**191 Prince Alfred Street  
PIETERMARITZBURG  
3200**

[1.1.1.16]

**Employers Agent 1**

**Miss JM Nandolo**

**Agent's service:  
Architect**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1356**

Fax: **033 987 1300**

**Employers Agent 2**

**Mr. C Manqele and Mr. S Silangwe**

**Agent's service:  
Civil Engineers**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1369**

Fax: **033 897 1300**

**Employers Agent 3**

**Mr. J. Hassan**

**Agent's service:  
Structural Engineer**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1326**

Fax: **033 897 1300**

**Employers Agent 4**

**Mr. T Z Mncube**

**Agent's service:  
Quantity Surveyor**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1400**

Fax: **033 897 1300**

|                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender no: ZNTM01268W                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                    |
| <b>Employers Agent 5</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |                                                                                                                                                                                                                    |
| <b>Employers Agent 6</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |                                                                                                                                                                                                                    |
| <b>Employers Agent 7</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |                                                                                                                                                                                                                    |
| <b>Employers Agent 8</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |                                                                                                                                                                                                                    |
| <b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                    |
| <b>[1.1.1.13]</b>                                                                                                                                                                                                                                                                                                                       | <b>Defects Liability Period</b><br><br>The defects liability period is: <b>A time measured from the date of the Certificate of Completion.</b><br>Defects Liability Period is 12 Months for the whole of the Works |
| <b>Latent Defect Period</b>                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                    |
| <b>[5.16.3]</b>                                                                                                                                                                                                                                                                                                                         | The latent defect period is: <b>5 years after the Final Approval Certificate</b>                                                                                                                                   |
| <b>Documentation required before Commencement of the Works:</b>                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                    |
| <b>[5.3.1]</b>                                                                                                                                                                                                                                                                                                                          | The documentation required before commencement with the Works execution are;                                                                                                                                       |
| <b>[4.3]</b>                                                                                                                                                                                                                                                                                                                            | Health and Safety Plan<br>The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                             |
| <b>[5.6]</b>                                                                                                                                                                                                                                                                                                                            | Initial Programme<br>The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.                                                    |
| <b>[6.2]</b>                                                                                                                                                                                                                                                                                                                            | Guarantee<br>The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                   |
| <b>[8.6]</b>                                                                                                                                                                                                                                                                                                                            | Insurance<br>The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                                      |
|                                                                                                                                                                                                                                                                                                                                         | Cash flow by contractor<br>The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                        |
|                                                                                                                                                                                                                                                                                                                                         | Priced Bill of Quantity<br>The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                        |
|                                                                                                                                                                                                                                                                                                                                         | Programme<br>The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3             |
|                                                                                                                                                                                                                                                                                                                                         | Other requirements                                                                                                                                                                                                 |
| <b>[5.3.2]</b>                                                                                                                                                                                                                                                                                                                          | The time to submit the documentation required before commencement with Works execution is: <b>14</b> calendar days                                                                                                 |

|                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|-----|---|----|-----|--|----|---|----------------------------------------------|--|--|
| [5.8.1]                                                                                                                                                          | <b>Non-Working days</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Sundays</b>                                                          |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.8.1]                                                                                                                                                          | Non-Working days<br>Special non- working days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>All Nationally Recognized Public Holidays and the year end break</b> |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.8.1]                                                                                                                                                          | First Year end break - commences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>16-Dec-26</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | ends on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>08-Jan-27</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | Second Year end break - commences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>16-Dec-27</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | ends on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>07-Jan-28</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | Third Year end break - commences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>18-Dec-28</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | ends on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>05-Jan-29</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | Fourth Year end break - commences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>17-Dec-29</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | ends on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>11-Jan-30</b>                                                        |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [3.1.3]                                                                                                                                                          | <b>Engineer/Principal Agent to consult with Employer</b><br>The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [6.2.1]                                                                                                                                                          | <b>Security</b><br>The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [6.2.1]                                                                                                                                                          | Please see CONTRACT DATA - below to select Guarantee Option                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | <b>Commencement Date</b><br>Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | The <b>Agreement comes into effect</b> on the date when;<br>The tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any)<br><br>The agreement ("this document") consists of;<br>1. Agreement and Conditions of Contract.<br>2. Form of Offer and Acceptance.<br>3. Contract Data.<br>4. Scope of Works.<br>5. Site Information.<br>6. Drawings & documents referred to in the 1 to 4 above.<br><br>(See Form of Offer and Acceptance)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.3.1]                                                                                                                                                          | The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.4.1]                                                                                                                                                          | <b>Possession of the site</b> will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the <b>employer</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.6.1]                                                                                                                                                          | The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | <b>CONTRACT DETAILS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [1.1.1.33]                                                                                                                                                       | <b>Works</b> description: Refer to document C3 – Scope of Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [1.1.1.30]                                                                                                                                                       | <b>Site</b> description: Refer to document C4 – Site Information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
|                                                                                                                                                                  | Specific options that are applicable to a <b>State</b> organ only<br>Where so :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [6.10.6.2]                                                                                                                                                       | 1) Interest rate legislation:<br>(a) in respect of interest owed <u>by</u> the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and<br>(b) in respect of interest owed <u>to</u> the <b>employer</b> , the interest 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), will apply<br>2) Lateral support insurance to be effected by the contractor: <table border="1" data-bbox="1075 1429 1477 1462"><tr><td>Yes</td><td>X</td><td>No</td></tr></table><br>3) Payment will be made for materials and goods <table border="1" data-bbox="1075 1473 1477 1507"><tr><td>Yes</td><td>X</td><td>No</td></tr></table><br>4) Dispute resolution by litigation <table border="1" data-bbox="1075 1518 1477 1552"><tr><td>Yes</td><td></td><td>No</td><td>X</td></tr></table><br>5) Extended <b>defects</b> liability period applicable to the following elements: <table border="1" data-bbox="1075 1563 1477 1597"><tr><td colspan="3"><b>Electrical, Mechanical and Civil work</b></td></tr></table> |                                                                         | Yes                                                                                                                                                              | X | No | Yes | X | No | Yes |  | No | X | <b>Electrical, Mechanical and Civil work</b> |  |  |
| Yes                                                                                                                                                              | X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                                                                      |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| Yes                                                                                                                                                              | X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                                                                      |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| Yes                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No                                                                      | X                                                                                                                                                                |   |    |     |   |    |     |  |    |   |                                              |  |  |
| <b>Electrical, Mechanical and Civil work</b>                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [8.6.1.1.2]                                                                                                                                                      | The Value of material, supplied by the Employer, and not included in the Contract Price, is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>R0,00</b>                                                            |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [8.6.1.1.3]                                                                                                                                                      | The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance:<br><b>30% of the Contract Price</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [8.6.1.3]                                                                                                                                                        | The limit for indemnity for liable insurance is: <table border="1" data-bbox="659 1742 1074 1776"><tr><td><b>Unlimited</b></td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                         | <b>Unlimited</b>                                                                                                                                                 |   |    |     |   |    |     |  |    |   |                                              |  |  |
| <b>Unlimited</b>                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [6.5.1.2.3]                                                                                                                                                      | The percentage allowance to cover overhead charges for contractor and subcontractors, is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>33.30%</b>                                                           |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [6.5.2]                                                                                                                                                          | The percentage allowance to cover overhead charges for contractor is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>10.00%</b>                                                           |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [1.1.1.14]                                                                                                                                                       | <b>Practical Completion Date</b><br>The Practical Completion date is: <b>A time measured from the Commencement date.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.5.1]                                                                                                                                                          | For the <b>works</b> as a whole:<br>The whole of the works shall be completed within: <table border="1" data-bbox="659 1977 1477 2022"><tr><td><b>8 Months</b> (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                         | <b>8 Months</b> (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods). |   |    |     |   |    |     |  |    |   |                                              |  |  |
| <b>8 Months</b> (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods). |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.13.1]                                                                                                                                                         | The date for <b>practical completion</b> shall be                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>To be determined</b>                                                 |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |
| [5.13.1]                                                                                                                                                         | The penalty per calendar day shall be :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>0.04% of the Contract Price, rounded to the nearest R10</b>          |                                                                                                                                                                  |   |    |     |   |    |     |  |    |   |                                              |  |  |

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <p><b>For the works in sections:</b></p> <p><b>The date for practical completion from the commencement date and the penalty per calendar day:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| [5.5.1]    | Portion 1:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [5.13.1]   | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|            | 0.04% of the Contract Price, rounded to the nearest R10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | Portion 2:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [5.5.1]    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [5.13.1]   | 0.04% of the Contract Price, rounded to the nearest R10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | Portion 3:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [5.5.1]    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [5.13.1]   | 0.04% of the Contract Price, rounded to the nearest R10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | Portion 4:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [5.5.1]    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [5.13.1]   | 0.04% of the Contract Price, rounded to the nearest R10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | Portion 5:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [5.5.1]    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [5.13.1]   | 0.04% of the Contract Price, rounded to the nearest R10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | Portion 6:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [5.5.1]    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [5.13.1]   | 0.04% of the Contract Price, rounded to the nearest R10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| [1.3.2]    | The law applicable to this agreement shall be that of the: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [6.10.1.5] | The percentage advance on materials not yet built into the Permanent Works is: 80.00%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| [6.10.3]   | <p>Percentage retention on amounts due to contractor is: <b>The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</b></p> <p>Maximum retention is: 0.00% of the Contract Price</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| [6.8.1]    | Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 8 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| [6.8.2]    | Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| [6.8.3]    | must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| [6.8.2]    | Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| [6.8.3]    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| [5.14.5]   | <p><b>The following clause must be added to clause 5.14.5:</b></p> <p>[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| [10.5]     | The determinations of disputes shall be by ARBITRATION ONLY.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| [10.5.3]   | The number of Adjudication Board Members to be appointed is: One                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| [10.9.1]   | Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|            | <p><b>Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</b></p> <ol style="list-style-type: none"> <li>1) Glass etc, measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.</li> <li>2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.</li> <li>3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted.</li> </ol> <p><b>Alternative Indices: Not Applicable</b></p> <p>Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| [1.1]      | <p><b>Clause</b></p> <p>[1.1.1.5] <b>COMMENCEMENT DATE</b> – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>[5.12.2.2] <b>ABNORMAL CLIMATIC CONDITIONS</b> - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (<a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a>) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[6.2.1] <b>CONSTRUCTION GUARANTEE</b> – means an on demand 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 Offer and Acceptance Form and the contract data.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p> <p><b>CORRUPT PRACTICE</b> – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FINAL ACCOUNT</b> - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p><b>FRAUDULENT PRACTICE</b> – 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 practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> |

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <p>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest 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), will apply</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|            | <p>[1.1.1.16] <b>ENGINEER/PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>Employer</b> and named in the <b>Contract Data</b> as the <b>Engineer/Principal Agent</b> to act as agent of the <b>Employer</b>. In the event of an <b>Engineer/Principal Agent</b> not being appointed, then all the duties and obligations of an <b>Engineer/Principal Agent</b> as detailed in the <b>Contract</b> shall be fulfilled by a representative of the <b>Employer</b> as named in the <b>Contract Data</b>. (Hereafter referred to as <b>Engineer</b>)</p> <p>[1.1.1.21] <b>GENERAL ITEMS</b> - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|            | <p>[4.4.1] Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|            | <p>[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of <b>Guarantee</b> under "GUARATEE OPTIONS".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|            | <p>[6.10.6.2] Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| [5.12.3]   | <p><b>SPECIAL CONDITIONS OF CONTRACT</b><br/>Omit clause 5.12.3 and add the following:<br/>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;<br/>5.12.3.1 Failure to give possession of the site to the contractor.<br/>5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.<br/>5.12.3.3 Contract instructions not occasioned by default by the contractor.<br/>5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.<br/>5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.<br/>5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.<br/>5.12.3.7 Insolvency of a nominated subcontractor.<br/>5.12.3.8 A direct contractor.<br/>5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.<br/>5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.<br/>5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible.<br/>5.12.3.12 Suspension of the works."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| [5.14.5.1] | Omit entire clause 5.14.5.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| [5.16.4]   | Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:<br>5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [6.2.2]    | Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| [6.2.3]    | Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| [9.3.2.2]  | Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."<br>Duties and functions of the <b>Engineer</b> requiring the specific approval of the <b>Employer</b> BEFORE execution of any part of these duties are as follows:<br>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the <b>Engineer</b> , together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. Omit "Engineer" in clause 42.2 and<br>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the <b>Contractor</b> UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the <b>Employer</b> .<br>(c) Insurance policies to be approved by the <b>Employer</b> within 21 days of the date of the <b>Commencement</b> of the Works.<br>(d) Any notice of disagreement raised by the <b>Contractor</b> or written Dispute Notice given by the <b>Contractor</b> to the <b>Engineer</b> shall be submitted by the <b>Engineer</b> , together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination.<br>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the <b>Engineer</b> , to the <b>Employer</b> for final approval and signature. The certificates shall not be considered as officially issued until signed by the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|            | <p><b>MANAGING PROJECT DURATION</b><br/>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.<br/>(b) Activity-and total float shall belong to the Employer.<br/>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.<br/><br/>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.<br/>The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.<br/>Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p> |
|            | <p><b>INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE</b><br/>(a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.<br/>(b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:<br/>(i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.<br/>(ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
2. No claims for stoppages less than 2(two) hours per day shall be considered.
3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.

9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

| Description                                   |           | Months |     |     |     |     | Total |
|-----------------------------------------------|-----------|--------|-----|-----|-----|-----|-------|
|                                               |           | Sept   | Oct | Nov | Dec | Jan |       |
|                                               | Hours     |        |     |     |     |     | Hours |
| Programmed                                    | Rain days | 0      | 30  | 30  | 15  | 15  | 90    |
| Actual                                        | Rain days | 16     | 22  | 35  | 15  | 18  | 106   |
| Difference                                    |           | -16    | 8   | -5  | 0   | -3  | -16   |
| Estimated Extension of time - in working days |           |        |     |     |     |     | 2     |

8 hrs/day\*

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no: ZNTM01268W

**Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:**

**POST-TENDER INFORMATION**

**Note:** All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

**1 CONTRACT DETAILS**

[1.1.1.9]

**Contractor Name:**

[1.2.1.2]

**Postal address:**

**Tel no**

**Fax no**

**Tax / VAT Registration No:**

**e-mail**

**Physical address:**

[1.1.1.10]

The accepted contract price inclusive of tax is R :

[Amount in words]

**Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)**

The preliminaries amounts shall be paid in terms of:

**\*Alternative A**

**Yes**

**\*\*Alternative B**

**N/A**

\* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.

\*\* Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the General Items/Preliminaries amount shall not be varied

15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum

75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.

**Alternative A**

**Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)**

For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the amount shall not be varied

15% varied in proportion of the Contract Value to the Contract Sum

75% varied in proportion to the revised Construction period compared with the initial Construction Period

**Sectional Completion : Subdivision of Preliminaries Costs**

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

or

YES

yes / no

Alternative B

The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.

NO

yes / no

The contractor is informed that only option 'A' shall apply

## 2 DOCUMENTS

Contract documents marked and annexed hereto:

Priced Bills of Quantities:

Yes

No

Lump Sum document :

Yes

No

Guarantee Options:

Not applicable

### 2.2 DESIGN BRIEF

Not applicable

YES or NO

### 2.3 DRAWINGS

See list of drawings/Annexure's attached to this document.

YES or NO

### 2.4 DESIGN PROCEDURES

Not applicable

YES or NO

Contract drawings:  
Other documents:

Yes

No

Waiver of the Contractors lien or right of continuing possession is required.

YES

## GUARANTEE OPTIONS

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

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

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced 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: select one option

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

**NOTE:** Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

### 3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the **Employer** who by signature hereof

Capacity  
of signatory

as Witness.

Thus done and signed at.....on .....of.....20.....

Name of signatory

for and behalf of the **Contractor** who by signature hereof

Capacity of signatory

as Witness.

## FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTM01268W



**KWAZULU-NATAL PROVINCE**  
**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

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DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)

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### C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER  
RETURNABLE DOCUMENTS.



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

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## **C1.2 - CONTRACT DATA**

**C 1.2 CONTRACT DATA:**  
with GCC for Construction Works - Second Edition 2010

**CONTRACT DATA FOR:**

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

**Tender no: ZNTM01268W**

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at [www.saice.org.za](http://www.saice.org.za).

**CONTRACT SPECIFIC DATA**

The following contract specific data are applicable to this contract:

**CONTRACT VARIABLES**

This schedule contains all variables specific to 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 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. Key cross reference clauses are italicised in [ ] brackets.

**The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.**

**Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:**

**PRE-TENDER INFORMATION**

**CONTRACTING AND OTHER PARTIES**

[1.1.1.15]

**Employer:**

**Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)**

Postal address:

**Private Bag X 9041  
PIETERMARITZBURG  
3200**

Tel: **033 - 8971399**

Fax: **033 - 8971300**

[1.2.1.2]

Physical address:

**191 Prince Alfred Street  
PIETERMARITZBURG  
3200**

[1.1.1.16]

**Employers Agent 1  
Miss JM Nandolo**

**Agent's service:  
Architect**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1356**

Fax: **033 987 1300**

**Employers Agent 2  
Mr. C Manqele and Mr. S Silangwe**

**Agent's service:  
Civil Engineers**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1369**

Fax: **033 897 1300**

**Employers Agent 3  
Mr. J. Hassan**

**Agent's service:  
Structural Engineer**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1326**

Fax: **033 897 1300**

**Employers Agent 4  
Mr. T Z Mncube**

**Agent's service:  
Quantity Surveyor**

Postal address:

**P.O. Box X9153  
Pietermaritzburg  
3200**

Tel: **033 897 1400**

Fax: **033 897 1300**

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| Tender no: ZNTM01268W                                           |                                                                                                                                                                                                                                                                                                                                         |
|                                                                 | <b>Employers Agent 5</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |
|                                                                 | <b>Employers Agent 6</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |
|                                                                 | <b>Employers Agent 7</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |
|                                                                 | <b>Employers Agent 8</b><br><b>[Agents Name]</b><br><br><b>Agent's service:</b><br><b>[Identify Agent's Service, eg. Engineer]</b><br><br>Postal address:<br><b>[P.O. Box number]</b><br><b>[Name of town]</b><br><b>[Code]</b><br><br>Tel: insert <b>[Tel Number including Area Code]</b> Fax: <b>[Fax Number including Area Code]</b> |
| <b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>                    |                                                                                                                                                                                                                                                                                                                                         |
| <b>[1.1.1.13]</b>                                               | <b>Defects Liability Period</b><br>The defects liability period is: <b>A time measured from the date of the Certificate of Completion.</b><br>Defects Liability Period is 12 Months for the whole of the Works                                                                                                                          |
| <b>Latent Defect Period</b>                                     |                                                                                                                                                                                                                                                                                                                                         |
| <b>[5.16.3]</b>                                                 | The latent defect period is: <b>5 years after the Final Approval Certificate</b>                                                                                                                                                                                                                                                        |
| <b>Documentation required before Commencement of the Works:</b> |                                                                                                                                                                                                                                                                                                                                         |
| <b>[5.3.1]</b>                                                  | The documentation required before commencement with the Works execution are;                                                                                                                                                                                                                                                            |
| <b>[4.3]</b>                                                    | Health and Safety Plan<br>The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                                                                                                                                  |
| <b>[5.6]</b>                                                    | Initial Programme<br>The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.                                                                                                                                                                         |
| <b>[6.2]</b>                                                    | Guarantee<br>The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                                                                                                                                        |
| <b>[8.6]</b>                                                    | Insurance<br>The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                                                                                                                                                           |
|                                                                 | Cash flow by contractor<br>The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                                                                                                                                             |
|                                                                 | Priced Bill of Quantity<br>The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.                                                                                                                                                             |
|                                                                 | Programme<br>The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3                                                                                                                                  |
|                                                                 | Other requirements<br>                                                                                                                                                                                                                                                                                                                  |
| <b>[5.3.2]</b>                                                  | The time to submit the documentation required before commencement with Works execution is: <b>14</b> calendar days                                                                                                                                                                                                                      |

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|  | <p><b>For the works in sections:</b></p> <p><b>The date for practical completion from the commencement date and the penalty per calendar day:</b></p> <p>Portion 1:</p> <p>[5.5.1] N/A</p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 2:</p> <p>[5.5.1] N/A</p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 3:</p> <p>[5.5.1] N/A</p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 4:</p> <p>[5.5.1] N/A</p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 5:</p> <p>[5.5.1] N/A</p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>Portion 6:</p> <p>[5.5.1] N/A</p> <p>[5.13.1] <b>0.04% of the Contract Price, rounded to the nearest R10</b></p> <p>[1.3.2] <b>The law applicable to this agreement shall be that of the: Republic of South Africa</b></p> <p>[6.10.1.5] The percentage advance on materials not yet built into the Permanent Works is: <b>80.00%</b></p> <p>[6.10.3] Percentage retention on amounts due to contractor is: <b>The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</b></p> <p>Maximum retention is: <b>0.00%</b> of the Contract Price</p> <p>[6.8.1] Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 8 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.</p> <p>[6.8.2] Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items."</p> <p>[6.8.2] Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.</p> <p>[6.8.3]</p> <p>[5.14.5] <b>The following clause must be added to clause 5.14.5:</b></p> <p>[5.14.5.6] The employers agent shall submit the <b>final account</b> within 3 calendar months to the principal agent.</p> <p>[10.5] The determinations of disputes shall be by ARBITRATION ONLY.</p> <p>[10.5.3] The number of Adjudication Board Members to be appointed is: <b>One</b></p> <p>[10.9.1] Replace the last part of the clause with the following: <b>"..on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."</b></p> <p><b>Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</b></p> <ol style="list-style-type: none"> <li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.</li> <li>2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.</li> <li>3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted.</li> </ol> <p><b>Alternative Indices: Not Applicable</b></p> <p>Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition</p> <p><b>Clause</b></p> <p>[1.1] [1.1.1.5] <b>COMMENCEMENT DATE</b> – means the <b>actual</b> date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>[5.12.2.2] <b>ABNORMAL CLIMATIC CONDITIONS</b> - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (<a href="http://www.weathersa.co.za">http://www.weathersa.co.za</a>) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[6.2.1] <b>CONSTRUCTION GUARANTEE</b> – means an on demand guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the Offer and Acceptance Form and the <b>contract data</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>due completion date</b>. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p> <p><b>CORRUPT PRACTICE</b> – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FINAL ACCOUNT</b> - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p><b>FRAUDULENT PRACTICE</b> – 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 practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> |
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|            | <p>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest 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), will apply</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| [1.1.1.16] | <b>ENGINEER/PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>Employer</b> and named in the <b>Contract Data</b> as the <b>Engineer/Principal Agent</b> to act as agent of the <b>Employer</b> . In the event of an <b>Engineer/Principal Agent</b> not being appointed, then all the duties and obligations of an <b>Engineer/Principal Agent</b> as detailed in the <b>Contract</b> shall be fulfilled by a representative of the <b>Employer</b> as named in the <b>Contract Data</b> . (Hereafter referred to as <b>Engineer</b> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| [1.1.1.21] | <b>GENERAL ITEMS</b> - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| [4.4.1]    | Add the following to the clause 4.4.1: "The Contractor shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| [6.2.1]    | Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of <b>Guarantee</b> under "GUARATEE OPTIONS".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| [6.10.6.2] | Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "...on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [5.12.3]   | <p><b>SPECIAL CONDITIONS OF CONTRACT</b></p> <p>Omit clause 5.12.3 and add the following:</p> <p>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</p> <p>5.12.3.1 Failure to give possession of the site to the contractor.</p> <p>5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.</p> <p>5.12.3.3 Contract instructions not occasioned by default by the contractor.</p> <p>5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</p> <p>5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</p> <p>5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</p> <p>5.12.3.7 Insolvency of a nominated subcontractor.</p> <p>5.12.3.8 A direct contractor.</p> <p>5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</p> <p>5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</p> <p>5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible.</p> <p>5.12.3.12 Suspension of the works."</p>                                                                                                                                                                                                                                                                                                                                                                                   |
| [5.14.5.1] | Omit entire clause 5.14.5.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| [5.16.4]   | Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: <p>5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| [6.2.2]    | Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [6.2.3]    | Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| [9.3.2.2]  | Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|            | Duties and functions of the <b>Engineer</b> requiring the specific approval of the <b>Employer</b> BEFORE execution of any part of these duties are as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination. Omit "Engineer" in clause 42.2 and</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the <b>Contractor</b> UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the <b>Employer</b>.</p> <p>(c) Insurance policies to be approved by the <b>Employer</b> within 21 days of the date of the <b>Commencement</b> of the Works.</p> <p>(d) Any notice of disagreement raised by the <b>Contractor</b> or written Dispute Notice given by the <b>Contractor</b> to the <b>Engineer</b> shall be submitted by the <b>Engineer</b>, together with the <b>Engineer's</b> recommendations, to the <b>Employer</b> for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the <b>Engineer</b>, to the <b>Employer</b> for final approval and signature. The certificates shall not be considered as officially issued until signed by the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|            | <b>MANAGING PROJECT DURATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|            | <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity-and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.</p> <p>Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p> |
|            | <b>INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|            | <p>(a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.</p> <p>(b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:</p> <p>(i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.</p> <p>(ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
2. No claims for stoppages less than 2(two) hours per day shall be considered.
3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.
9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

| Description                                   |           | Months |     |     |     |     | Total |
|-----------------------------------------------|-----------|--------|-----|-----|-----|-----|-------|
|                                               |           | Sept   | Oct | Nov | Dec | Jan |       |
| Programmed                                    | Rain days | 0      | 30  | 30  | 15  | 15  | 90    |
| Actual                                        | Rain days | 16     | 22  | 35  | 15  | 18  | 106   |
| Difference                                    |           | -16    | 8   | -5  | 0   | -3  | -16   |
| Estimated Extension of time - in working days |           |        |     |     |     |     | 2     |

8 hrs/day\*

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no: ZNTM01268W

**Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:**

**POST-TENDER INFORMATION**

**Note:** All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

**1 CONTRACT DETAILS**

[1.1.1.9] **Contractor Name:**

[1.2.1.2] **Postal address:**

**Tel no**

**Fax no**

**Tax / VAT Registration No:**

**e-mail**

**Physical address:**

[1.1.1.10] The accepted **contract price** inclusive of tax is R :

[Amount in words]

**Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)**

The preliminaries amounts shall be paid in terms of:

|                        |            |
|------------------------|------------|
| <b>*Alternative A</b>  | <b>Yes</b> |
| <b>**Alternative B</b> | <b>N/A</b> |

\* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.

\*\* Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the General Items/Preliminaries amount shall not be varied

15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum

75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.

**Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)**

**Alternative A**

For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the amount shall not be varied

15% varied in proportion of the Contract Value to the Contract Sum

75% varied in proportion to the revised Construction period compared with the initial Construction Period

**Sectional Completion : Subdivision of Preliminaries Costs**

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

YES yes / no

or

Alternative B

The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.

NO yes / no

The contractor is informed that only option 'A' shall apply

## 2 DOCUMENTS

Contract documents marked and annexed hereto:

Priced Bills of Quantities:

Yes ☒

No ☐

Lump Sum document :

Yes ☐

No ☒

Guarantee Options:

Not applicable

### 2.2 DESIGN BRIEF

Not applicable

NO

YES or NO

### 2.3 DRAWINGS

YES

YES or NO

See list of drawings/Annexure's attached to this document.

YES

YES or NO

### 2.4 DESIGN PROCEDURES

NO

YES or NO

Not applicable

Contract drawings:

Yes YES

No ☐

Other documents:

Waiver of the Contractors lien or right of continuing possession is required.

YES

## GUARANTEE OPTIONS

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

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

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced 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: select one option

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

X

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

**NOTE:** Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

### 3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....on .....of.....20....

Name of signatory \_\_\_\_\_ for and behalf of the **Employer** who by signature hereof

Capacity  
of signatory \_\_\_\_\_  
as Witness.

Thus done and signed at.....on .....of.....20....

Name of signatory \_\_\_\_\_ for and behalf of the **Contractor** who by signature hereof

Capacity of signatory \_\_\_\_\_ as Witness.



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

## **C1.3 - FORM OF GUARANTEE**

## C1.3 PERFORMANCE GUARANTEE - GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)

Head: Public Works  
KZN Department of Public Works:  
Private Bag X 9041  
PIETERMARITZBURG  
3200

Sir,

### ON DEMAND PERFORMANCE GUARANTEE

**Tender Number ZNTM01268W**

**Project Code 064171**

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: \_\_\_\_\_

Physical Address: \_\_\_\_\_

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Public Works

"Contractor" means: \_\_\_\_\_

"Engineer" means: \_\_\_\_\_

"Works" means:

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR  
SCHOOLS, UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN  
REGION)**

"Site" means: \_\_\_\_\_

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of: \_\_\_\_\_

Amount in Words:

"Guaranteed Sum" means: The maximum aggregate amount of: **10%** \_\_\_\_\_  
Of Contract Sum

Amount in Words: \_\_\_\_\_

"Expiry Date" means: \_\_\_\_\_

## CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

## PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
  - 3,1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3,2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4,1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4,2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4,3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5,1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5,2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5,3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



## **KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

### **DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

## **PART C2 - PRICING DATA**

**C2.1 PRICING INSTRUCTIONS**  
**GCC FOR CONSTRUCTION WORKS (Second Edition 2010)**

|                       |                                                                                                                       |                      |               |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------|---------------|
| <b>Project title:</b> | <b>DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)</b> |                      |               |
| <b>Tender no:</b>     | <b>ZNTM01268W</b>                                                                                                     | <b>Project Code:</b> | <b>064171</b> |

**C2.1 Pricing Instructions**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>                                                                                                                    |
| <b>1</b> | <p><b>MASSES AND MEASURING UNITS</b></p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p> |
| <b>2</b> | <p><b>PRICES FOR VARIATIONS</b></p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>                                                                                                                                                                                              |
| <b>3</b> | <p><b>SCALE</b></p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>                                                                                                                                                                                                                                                                                                 |
| <b>4</b> | <p><b>PROVISIONAL ITEMS</b></p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.</p>                                                                                                                                                                                                                                                                                                                                                                        |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <p><b>TIMELY ORDERING OF MATERIALS</b></p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6 | <p><b>ELECTRICAL LIGHTING, POWER AND WATER</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Tenderers are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>                                                                         |
| 7 | <p><b>IMPORT PERMITS, DUTIES AND SURCHARGES.</b></p> <p>All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>                                                                                              |
| 8 | <p><b>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS</b></p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;"><b>Standard System of Measuring Builders Work (7th Edition)</b></p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p> |
| 9 | <p><b>PRICING OF ROCK EXCAVATIONS</b></p> <p>It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |  |                                                     |  |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--|-----------------------------------------------------|--|
| 10                                                  | <p><b>BROAD BASED BLACK ECONOMIC EMPOWERMENT</b></p> <ol style="list-style-type: none"> <li>1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.</li> <li>2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.</li> <li>3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |  |                                                     |  |
| 11                                                  | <p><b>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</b></p> <ol style="list-style-type: none"> <li>1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.</li> <li>2. Prospective suppliers will be able to self - register on the CSD website: <a href="http://www.csd.gov.za">www.csd.gov.za</a></li> <li>3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.</li> <li>4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.</li> <li>5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:</li> </ol> <table border="1" data-bbox="151 1220 1404 1361"> <tr> <td data-bbox="151 1220 630 1288">Name of Supplier</td><td data-bbox="630 1220 1404 1288"></td></tr> <tr> <td data-bbox="151 1288 630 1361">Central Supplier Database (CSD)<br/>Supplier Number:</td><td data-bbox="630 1288 1404 1361"></td></tr> </table>                                                                                                                                                                                                                                            | Name of Supplier |  | Central Supplier Database (CSD)<br>Supplier Number: |  |
| Name of Supplier                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |  |                                                     |  |
| Central Supplier Database (CSD)<br>Supplier Number: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |  |                                                     |  |
| 12                                                  | <p><b>TAX CLEARANCE REQUIREMENTS</b></p> <p><b>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</b></p> <ol style="list-style-type: none"> <li>1. In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders.</li> <li>2. SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.</li> <li>3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.</li> <li>4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>6. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> </ol> |                  |  |                                                     |  |

|           |                                                                                                                                                                                                                                                                                                                            |  |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|           | <b>Security PIN Number</b>                                                                                                                                                                                                                                                                                                 |  |
|           | <b>Company / Entity Tax Reference Number</b>                                                                                                                                                                                                                                                                               |  |
| <b>13</b> | <b>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</b>                                                                                                                                                                                                                                                                               |  |
|           | The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation. |  |
| <b>14</b> | <b>VALUE ADDED TAX</b>                                                                                                                                                                                                                                                                                                     |  |
|           | The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.                                                                                |  |
| <b>15</b> | <b>FIXED PRICE CONTRACT</b>                                                                                                                                                                                                                                                                                                |  |
|           | Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:                                                                                                                                                                             |  |
|           | Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders 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.                    |  |



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

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## **C2.2 - Preliminaries for GCC for Construction works - 2nd Edition 2010**

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

**BILL NO. 1  
C2 .2 PRELIMINARY AND GENERAL**

|                                                  | NOTES                                                                                                                                                                                                                                                                                                             | UNIT | QUANTITY | RATE | AMOUNT |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| i)                                               | The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition) , published by the S. A. Institution Of Civil Engineering.                                                                                                                          |      |          |      |        |
| ii)                                              | The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.                                                 |      |          |      |        |
| iii)                                             | Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.                                                                   |      |          |      |        |
| iv)                                              | Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.                                                                                                                    |      |          |      |        |
| v)                                               | Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").                                                                                                                                                                                                   |      |          |      |        |
| vi)                                              | Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.                                  |      |          |      |        |
| vii)                                             | Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. <b>See Contract Data .</b>                                                                                 |      |          |      |        |
| <b>SECTION A: GENERAL CONDITIONS OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                   |      |          |      |        |
| A1                                               | General (clause 1)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                 | Item |          |      |        |
| A2                                               | Basis of Contract (clause 2)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                       | Item |          |      |        |
| A3                                               | Engineer (clause 3)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                | Item |          |      |        |
| A4                                               | Contractor's General Obligation (clause 4)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                         | Item |          |      |        |
| A5                                               | Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. <b>The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods.</b><br><br>F:..... V:..... T:..... | Item |          |      |        |
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| A6                                                                                                                                                                                 | Payment and Related Matters (clause 6)<br>F:..... V:..... T:.....       | Item |          |      |        |
| A7                                                                                                                                                                                 | Quality and Related Matters (clause 7)<br>F:..... V:..... T:.....       | Item |          |      |        |
| A8                                                                                                                                                                                 | Risk and Related Matters (clause 8)<br>F:..... V:..... T:.....          | Item |          |      |        |
| A9                                                                                                                                                                                 | Termination of Contract (clause 9)<br>F:..... V:..... T:.....           | Item |          |      |        |
| A10                                                                                                                                                                                | Claims and Disputes (clause 10)<br>F:..... V:..... T:.....              | Item |          |      |        |
| <b>SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1</b><br><b>Refer to the SCOPE OF WORK for detail requirements:</b> |                                                                         |      |          |      |        |
| B1                                                                                                                                                                                 | Scope<br>F:..... V:..... T:.....                                        | Item |          |      |        |
| B2                                                                                                                                                                                 | Normative references<br>F:..... V:..... T:.....                         | Item |          |      |        |
| B3                                                                                                                                                                                 | Definitions<br>F:..... V:..... T:.....                                  | Item |          |      |        |
| B4                                                                                                                                                                                 | Requirements for construction and management<br>F:..... V:..... T:..... | Item |          |      |        |
| B4.1                                                                                                                                                                               | General<br>F:..... V:..... T:.....                                      | Item |          |      |        |
| B4.2                                                                                                                                                                               | Responsibilities for design and construction<br>F:..... V:..... T:..... | Item |          |      |        |
| B4.3                                                                                                                                                                               | Planning, programme and method statements<br>F:..... V:..... T:.....    | Item |          |      |        |
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| B4.4  | Quality assurance<br>F:..... V:..... T:.....                           | Item |          |      |        |
| B4.5  | Setting out<br>F:..... V:..... T:.....                                 | Item |          |      |        |
| B4.6  | Management and disposal of water<br>F:..... V:..... T:.....            | Item |          |      |        |
| B4.7  | Blasting<br>F:..... V:..... T:.....                                    | Item |          |      |        |
| B4.8  | Works adjacent to services and structures<br>F:..... V:..... T:.....   | Item |          |      |        |
| B4.9  | Management of the Works and site<br>F:..... V:..... T:.....            | Item |          |      |        |
| B4.10 | Earthworks<br>F:..... V:..... T:.....                                  | Item |          |      |        |
| B4.11 | Testing<br>F:..... V:..... T:.....                                     | Item |          |      |        |
| B4.12 | Materials, samples and fabrication drawings<br>F:..... V:..... T:..... | Item |          |      |        |
| B4.13 | Equipment<br>F:..... V:..... T:.....                                   | Item |          |      |        |
| B4.14 | Site establishment<br>F:..... V:..... T:.....                          | Item |          |      |        |
| B4.15 | Survey control<br>F:..... V:..... T:.....                              | Item |          |      |        |
| B4.16 | Temporary works<br>F:..... V:..... T:.....                             | Item |          |      |        |
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| B4.17 | Existing services<br>F:..... V:..... T:.....                                                                                       | Item |          |      |        |
| B4.18 | Health and safety<br>F:..... V:..... T:.....                                                                                       | Item |          |      |        |
| B4.19 | Environmental requirements<br>F:..... V:..... T:.....                                                                              | Item |          |      |        |
| B4.20 | Alterations, additions, extensions and modifications to existing works<br>F:..... V:..... T:.....                                  | Item |          |      |        |
| B4.21 | Inspection of adjoining structures, services, buildings and property<br>F:..... V:..... T:.....                                    | Item |          |      |        |
| B4.22 | Attendance on nominated and selected subcontractors<br>F:..... V:..... T:.....                                                     | Item |          |      |        |
|       | <b>SECTION C: SCOPE OF WORK in accordance with SANS 10403</b><br>(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004) |      |          |      |        |
| C1    | Certification by recognised bodies - CLAUSE 4.4<br>F:..... V:..... T:.....                                                         | Item |          |      |        |
| C2    | Agrément certificates - CLAUSE 4.5<br>F:..... V:..... T:.....                                                                      | N/A  |          |      |        |
| C3    | Other services and facilities - CLAUSE 4.8<br>F:..... V:..... T:.....                                                              | Item |          |      |        |
| C4    | Recording of weather - CLAUSE 5.2<br>F:..... V:..... T:.....                                                                       | Item |          |      |        |
| C5    | Management meetings - CLAUSE 5.3<br>F:..... V:..... T:.....                                                                        | Item |          |      |        |
| C6    | Daily records CLAUSE 5.6<br>F:..... V:..... T:.....                                                                                | Item |          |      |        |
| C7    | Bond and guarantees - CLAUSE 5.7<br>F:..... V:..... T:.....                                                                        | Item |          |      |        |
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| C8  | Permits - CLAUSE 5.9<br>F:..... V:..... T:.....                                                                                         | Item |          |      |        |
| C9  | Proof of compliance with the law - CLAUSE 5.10<br>F:..... V:..... T:.....                                                               | Item |          |      |        |
|     | <b>SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)</b>                                                       |      |          |      |        |
| D1  | Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7<br>F:..... V:..... T:..... | Item |          |      |        |
| D2  | The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1<br>F:..... V:..... T:.....                            | Item |          |      |        |
| D3  | The planning, programme and method statements - CLAUSE 4.3<br>F:..... V:..... T:.....                                                   | Item |          |      |        |
| D4  | Samples of materials, workmanship and finishes - CLAUSE 4.12.1<br>F:..... V:..... T:.....                                               | Item |          |      |        |
| D5  | Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2<br>F:..... V:..... T:.....           | Item |          |      |        |
| D6  | Office for the foreman CLAUSE 4.14.3<br>F:..... V:..... T:.....                                                                         | Item |          |      |        |
| D7  | Telephone - CLAUSE 4.14.3<br>F:..... V:..... T:.....                                                                                    | Item |          |      |        |
| D8  | Office for inspector of works - CLAUSE 4.14.3<br>F:..... V:..... T:.....                                                                | Item |          |      |        |
| D9  | Telephone in office for inspector of works - CLAUSE 4.14.3<br>F:..... V:..... T:.....                                                   | Item |          |      |        |
| D10 | Sheds - CLAUSE 4.14.3<br>F:..... V:..... T:.....                                                                                        | Item |          |      |        |
|     | Carried forward to collection                                                                                                           |      |          | R    |        |

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| D11 | Provision and erection of signboards - CLAUSE 4.14.6<br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                  | Item |          |      |        |
| D12 | Termination, diversion or maintenance of existing services - CLAUSE 4.17.1<br>F:..... V:..... T:.....                                                                                                                                                                                                                                                            | Item |          |      |        |
| D13 | Services which are known to exist - CLAUSE 4.17.3<br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                     | Item |          |      |        |
| D14 | Detection apparatus - CLAUSE 4.17.4<br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                   | Item |          |      |        |
| D15 | Additional health and safety requirements - CLAUSE 4.18<br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                               | Item |          |      |        |
|     | <b>SECTION E: SPECIFIC PRELIMINARIES</b><br>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.                                                                                                                                                                             |      |          |      |        |
| E1  | <b>PROPRIETARY BRANDED PRODUCTS</b><br><br>The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative.<br><br>F:..... V:..... T:.....                                             | Item |          |      |        |
| E2  | <b>OVERTIME</b><br><br>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.<br><br>F:..... V:..... T:..... | Item |          |      |        |
| E3  | <b>AS BUILT DRAWINGS</b><br><br>The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records.<br><br>F:..... V:..... T:.....                                 | Item |          |      |        |
|     | Carried forward to collection                                                                                                                                                                                                                                                                                                                                    |      |          | R    |        |

| SECTION E: SPECIFIC PRELIMINARIES |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | UNIT | QUANTITY | RATE | AMOUNT |
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| E4                                | <b>SITE INSTRUCTIONS</b><br><br>Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item |          |      |        |
| E5                                | <b>LABOUR RECORD</b><br><br>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.<br><br>F:..... V:..... T:.....<br><br><i>Note : In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>                                                                                                                                                                                                           | Item |          |      |        |
| E6                                | <b>PLANT RECORD</b><br><br>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Item |          |      |        |
| E7                                | <b>NON CESSION OF MONIES</b><br><br>The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |          |      |        |
| E8                                | <b>SECTIONAL COMPLETION</b><br><br>When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |          |      |        |
| E9                                | <b>LOCAL LABOUR</b><br><br>It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.<br><br>F:..... V:..... T:..... | Item |          |      |        |
| Carried forward to collection     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |          | R    |        |

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| E10 | <b>IMPORT PERMITS AND DUTIES</b><br><p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item |          |      |        |
| E11 | <b>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</b><br><p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <b><u>will not accept the submission by Tenderers of lists of additional items.</u></b></p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item |          |      |        |
| E12 | <b>EPWP CONDITIONS AND SPECIFICATIONS</b><br><b>12.1 EMPLOYMENT TARGETS</b><br><b><u>E12.1 a Employment Targets</u></b><br><p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.</p> <p>No of jobs to be created = ..... [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> <p><b>E12.1 b Employment requirements</b><br/> Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.<br/> Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> <li>1. 55% of unskilled labour to be women</li> <li>2. 55% of unskilled labour to be youth aged between 18 and 35 years</li> <li>3. 2% of unskilled labour to be people living with disability</li> <li>4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.</li> </ol> <p>F:..... V:..... T:.....</p> | Item |          |      |        |
|     | Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |          | R    |        |

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|  | <p><b>E12.1 c Labour rate and payment intervals</b></p> <p>The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.</p> <p>Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.</p> <p>The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p> | Item |          |      |        |
|  | <p><b>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD</b></p> <p><b>E12.2 a Labour Intensive Construction (LIC) method</b></p> <p>On site there must a person(s) having competency in managing and implementing LIC methods.</p> <p>*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.</p> <p>*Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Item |          |      |        |
|  | <p><b>E12.2 b Labour Intensive Construction Method</b></p> <p>Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                       | Item |          |      |        |
|  | <p><b>E12.3 RECORD KEEPING</b></p> <p>12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item |          |      |        |
|  | <p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Item |          |      |        |
|  | Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |          | R    |        |

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|  | <p><b>E12.4 EPWP REPORTING as per EPWP DATA FORM</b></p> <p>At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent &amp; Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name &amp; surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate:</p> <ol style="list-style-type: none"> <li>1. EPWP monthly data collection form</li> <li>2. Worker monthly payment upload</li> <li>3. Worker monthly proof of payment i.e               <ol style="list-style-type: none"> <li>3.1 Acknowledgement of receipt of payment or</li> <li>3.2 Payslips</li> <li>3.3 Bank statement highlighted the workers paid</li> </ol> </li> <li>4. Worker monthly training form</li> <li>5. Monthly attendance register</li> <li>6. Certified copies of ID's (once off)</li> <li>7. ID size photos (once off)</li> <li>8. Proof of UIF</li> <li>9. Proof of COIDA</li> </ol> <p>F:..... V:..... T:.....</p>                                                           |      |          |      |        |
|  | <p><b>E12.5 EPWP PROMOTION</b></p> <p><u>12.5.1 EPWP signage board</u></p> <p>EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDIUM" letters are to be used. Professional title to be 10 mm above line. Line thickness to be 8 mm thick. Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows: Helvetica medium 100 mm black upper case to be for project name and owner. Helvetica medium 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows: Board to be minimum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order.</p> <p>F:..... V:..... T:.....</p> | Item |          |      |        |
|  | <p><u>12.5.2 Branding of labour apparel</u></p> <p>Contractor &amp; Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.</p> <p>The contractor is then advised to price for both item 17.5.1 and 17.5.2</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item |          |      |        |
|  | <p><b>E12.6 COMMUNITY LIAISON OFFICER (CLO)</b></p> <p><u>UTILISATION OF A COMMUNITY LIAISON OFFICER</u></p> <p>In addition to the requirements of Clause E9, contained in this document; The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p> <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p><b>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</b></p>                                                                                                                                                                                 | Item |          |      |        |

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| <p>1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor.</p> <p>2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.</p> <p>3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.</p> <p>4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.</p> <p>5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.</p> <p>6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained</p> <p>7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications</p> |  |  |   |  |
| Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  | R |  |

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|  | <p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p> <p><b>E12.7 SKILLS DEVELOPMENT ON SITE</b><br/>Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p><b>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises</b><br/>Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p> | Item |          |      |        |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item |          |      |        |
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|  | <p><b><u>TENDERER'S TO NOTE CONDITIONS</u></b></p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p><b><u>CO-ORDINATION</u></b></p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p><b><u>ATTENDANCE</u></b></p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p><b>E12.9 EPWP CONTRACT FOR LABOUR</b></p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p> | Item |          |      |        |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item |          |      |        |
|  | Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |          | R    |        |

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| <b>E12.10 EPWP SCOPE of WORK</b><br><b>Note:</b><br>Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.<br><br>Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;<br>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m<br>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.<br>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.<br>F:..... V:..... T:.....<br><br><b>Note:</b><br>It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.<br><br><u>Payment for the labour-intensive component of the works</u><br>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.<br><br><u>Linkage of payment for labour-intensive component of works to submission of project data</u><br>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.<br><br><u>Applicable labour laws</u><br>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.<br><br>F:..... V:..... T:..... | Item |          |      |        |
| Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |          | R    |        |

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| E13   | <b>HIV/AIDS AWARENESS</b><br>Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)                                                                                                                                                                                                                                                                                                                                  |      |          |      |        |
| E13.1 | Provide and maintain a condom dispenser in terms of Clause 5.1a)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item |          |      |        |
| E13.2 | Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item |          |      |        |
| E13.3 | HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;<br><br>Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                             | Item |          |      |        |
| E13.4 | Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item |          |      |        |
| E13.5 | <b>Reporting</b><br>Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).<br><br>F:..... V:..... T:.....<br><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i> | Item |          |      |        |
| E14   | <b>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993</b><br>Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                       | Item |          |      |        |
| E15   | <b>NOTICE BOARD, SITE OFFICE, ETC.</b><br>Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                             | Item |          |      |        |
| E16   | <b>IMPORTED MATERIALS AND EQUIPMENT</b><br>Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. ( <b>Refer to T2.14 - Schedule of Imported Materials and Equipment .</b> )<br><br>F:..... V:..... T:.....                                                                                                                                                                                           | Item |          |      |        |
| E17   | <b>CONTRACT DOCUMENTS</b><br>The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed.<br><br>Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent.<br><br>F:..... V:..... T:.....                         | Item |          |      |        |
|       | Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |          | R    |        |

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| E18 | <b>GENERAL PREAMBLES</b><br>The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Public Works 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.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                            | Item |          |      |        |
| E19 | <b>TRADE NAMES</b><br>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.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                             | Item |          |      |        |
| E20 | <b>EXISTING PREMISES OCCUPIED</b><br>Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item |          |      |        |
| E21 | <b>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT</b><br>The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.<br><br>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.<br><br>F:..... V:..... T:..... | Item |          |      |        |
| E22 | <b>VIEWING THE SITE IN SECURITY AREAS</b><br>If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                          | Item |          |      |        |
| E23 | <b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b><br>If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices 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.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                           | Item |          |      |        |
| E24 | <b>ENTRANCE PERMITS TO SECURITY AREAS</b><br>If the works fall 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 control of the Authority.<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                  | Item |          |      |        |
|     | Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |          | R    |        |

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| E25 | <b>SECURITY CHECK OF PERSONNEL</b><br>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.<br><br>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.<br><br>F:..... V:..... T:.....                                                                                                                                                                             | Item |          |      |        |
| E26 | <b>PROHIBITION ON TAKING PHOTOGRAPHS</b><br>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 authorised thereto by or on behalf of the Minister.<br><br>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.<br><br>F:..... V:..... T:.....                                                                                                                                              | Item |          |      |        |
| E27 | <b>Management of Water</b> Water for<br>Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage. |      |          |      |        |
|     | Carried forward to collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |          | R    |        |

| SECTION 1                                         |          |        |  |
|---------------------------------------------------|----------|--------|--|
| SUMMARY – PRELIMINARY & GENERAL                   |          |        |  |
| Collection                                        | Page No. | Amount |  |
|                                                   | 1        | R      |  |
|                                                   | 2        | R      |  |
|                                                   | 3        | R      |  |
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|                                                   | 14       | R      |  |
|                                                   | 15       | R      |  |
|                                                   | 16       | R      |  |
| Carried forward to Final Summary                  |          | R      |  |
| Section No. 1<br>Preliminary & General<br>Summary |          |        |  |



**KWAZULU-NATAL PROVINCE**  
**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:**  
**MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

## **PART C2.3 BILL OF QUANTITIES**

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

**Item  
No**

**Quantity      Rate      Amount**

**BILL NO 2**

**EARTHWORKS**

**SUPPLEMENTARY PREAMBLES**

**Nature of ground**

Use "assumed to be" if no trial holes, soils investigations, etc have been carried out - discuss with engineer. Use "Trial holes indicate that" where the ground has been investigated by means of trial holes

**Nature of ground**

A soils investigation has been carried out on site by the engineer and the report is annexed to these bills of quantities. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured

**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 ETC**

**User Note:**

Where the value is of significance, the removal of hedges etc shall be given separately in meters or in number

**Carried to Collection**

**R**

Bill No. 2  
EARTHWORKS  
KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS  
KZ001-1

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

|                                                                                 |                                                                                                                               |    |     |      |  |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----|-----|------|--|
| <b><u>Site clearance</u></b>                                                    |                                                                                                                               |    |     |      |  |
| 1                                                                               | Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc            | m2 | 223 |      |  |
| <b><u>EXCAVATION, FILLING, ETC</u></b>                                          |                                                                                                                               |    |     |      |  |
| <b><u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u></b>                          |                                                                                                                               |    |     |      |  |
| 2                                                                               | Trenches                                                                                                                      | m3 | 39  |      |  |
| <b><u>Extra over trench and hole excavations in earth for excavation in</u></b> |                                                                                                                               |    |     |      |  |
| 3                                                                               | Soft rock                                                                                                                     | m3 | 4   |      |  |
| 4                                                                               | Hard rock                                                                                                                     | m3 | 4   |      |  |
| <b><u>Extra over all excavations for carting away</u></b>                       |                                                                                                                               |    |     |      |  |
| 5                                                                               | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor                | m3 | 23  |      |  |
| <b><u>Risk of collapse of excavations</u></b>                                   |                                                                                                                               |    |     |      |  |
| 6                                                                               | Sides of bulk excavations not exceeding 1,5m deep                                                                             | m2 | 171 |      |  |
| <b><u>Keeping excavations free of water</u></b>                                 |                                                                                                                               |    |     |      |  |
| 7                                                                               | Keeping excavations free of all water other than subterranean water                                                           |    |     | Item |  |
| <b><u>SOIL POISONING</u></b>                                                    |                                                                                                                               |    |     |      |  |
| <b><u>Soil insecticide</u></b>                                                  |                                                                                                                               |    |     |      |  |
| 8                                                                               | Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming | m2 | 223 |      |  |
| <b>Carried to Collection</b>                                                    |                                                                                                                               |    |     | R    |  |
| Bill No. 2<br>EARTHWORKS<br>KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS<br>KZ001-1 |                                                                                                                               |    |     |      |  |

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

Bill No. 2

EARTHWORKS

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EARTHWORKS  
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**MQHAKAMA  
WATER AND SANITATION  
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| Item No                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Quantity | Rate | Amount |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|--------|
| <b><u>BILL NO 3</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |      |        |
| <b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>                                                                                                                                                                                                                                                                                                                                                                                                       |          |      |        |
| <b><u>SUPPLEMENTARY PREAMBLES</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                    |          |      |        |
| <b><u>Cost of tests</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                              |          |      |        |
| <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect. (Test cubes are measured separately)</p> |          |      |        |
| <p>Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (12:1), the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated</p>                                        |          |      |        |
| <b><u>"Foamcement " lightweight concrete</u></b>                                                                                                                                                                                                                                                                                                                                                                                                         |          |      |        |
| <p>"Foamcement" lightweight concrete is to have a density of 600kg/m3 for the top 50mm and 400kg/m3 for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm</p>                                                                                                                                                                                                                                                       |          |      |        |
| <b><u>"Celbeton" lightweight concrete</u></b>                                                                                                                                                                                                                                                                                                                                                                                                            |          |      |        |
| <p>"Celbeton" lightweight concrete is to have a density of 1000kg/m3 for the top 20mm and 480kg/m3 for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 30mm</p>                                                                                                                                                                                                                                                        |          |      |        |
| <b>Carried to Collection</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |          |      |        |
| Bill No. 3<br>CONCRETE, FORMWORK & REINFORCEMENT<br>KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS<br>KZ001-1                                                                                                                                                                                                                                                                                                                                                  |          |      | R      |

**Formwork**

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

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

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

Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

**REINFORCED CONCRETE**

**REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES**

**25MPa/20mm concrete**

|   |                               |    |    |
|---|-------------------------------|----|----|
| 1 | Strip footings                | m3 | 9  |
| 2 | Surface beds on waterproofing | m3 | 19 |

**TEST BLOCKS**

|   |                                                                                |    |    |
|---|--------------------------------------------------------------------------------|----|----|
| 3 | Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional) | No | 18 |
|---|--------------------------------------------------------------------------------|----|----|

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**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

**CONCRETE SUNDRIES**

**Curing surfaces of concrete with ? curing compound applied at a rate of ? l/m2**

|   |                          |    |    |  |
|---|--------------------------|----|----|--|
| 4 | Horizontal top surfaces. | m2 | 96 |  |
|---|--------------------------|----|----|--|

**Finishing top surfaces of concrete smooth with a wood float**

|   |                          |    |    |  |
|---|--------------------------|----|----|--|
| 5 | Surface beds, slabs, etc | m2 | 96 |  |
|---|--------------------------|----|----|--|

**REINFORCEMENT**

**REINFORCEMENT (PROVISIONAL)**

**Mild steel reinforcement to structural concrete work**

**Fabric reinforcement**

|   |                                                                  |    |    |  |
|---|------------------------------------------------------------------|----|----|--|
| 6 | Type ? fabric reinforcement in concrete surface beds, slabs, etc | m2 | 96 |  |
|---|------------------------------------------------------------------|----|----|--|

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## MASONRY

Where brand names are given in the following items, the materials used shall be of the make and type specified or other approved by the Principal Agent

## BRICKWORK

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

Wall ties shall be galvanised "Zig-Zag" ties. Ties for all walls shall be of sufficient length to allow not less than 75mm of each end to be built into the brickwork. Ties are to be spaced evenly at a rate of 5 per m<sup>2</sup>

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

**Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar**

m2

66

## SUPERSTRUCTURE

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**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

|                                                                                                        |                                                                                                                      |    |     |   |  |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----|-----|---|--|
| <b><u>Brickwork of NFP bricks in class II mortar</u></b>                                               |                                                                                                                      |    |     |   |  |
| 2                                                                                                      | Half brick walls                                                                                                     | m2 | 62  |   |  |
| 3                                                                                                      | Bkwk NFP class II mortar One brick walls                                                                             | m2 | 198 |   |  |
| <b><u>BRICKWORK SUNDRIES</u></b>                                                                       |                                                                                                                      |    |     |   |  |
| <b><u>Brickwork reinforcement</u></b>                                                                  |                                                                                                                      |    |     |   |  |
| 4                                                                                                      | 75mm Wide reinforcement built in horizontally                                                                        | m  | 244 |   |  |
| 5                                                                                                      | 150mm Wide reinforcement built in horizontally                                                                       | m  | 775 |   |  |
| <b><u>Prestressed fabricated lintels</u></b>                                                           |                                                                                                                      |    |     |   |  |
| 6                                                                                                      | 100 x 70mm Lintels in lengths not exceeding 3m                                                                       | m  | 3   |   |  |
| <b><u>Turning pieces</u></b>                                                                           |                                                                                                                      |    |     |   |  |
| 7                                                                                                      | 220mm Wide turning piece to lintels etc                                                                              | m  | 3   |   |  |
| <b><u>Galvanised hoop iron cramps, ties, etc</u></b>                                                   |                                                                                                                      |    |     |   |  |
| 8                                                                                                      | 40 x 1,5mm Wall tie 550mm long with one end shot pinned to concrete and other end built into brickwork (Provisional) | No | 48  |   |  |
| <b><u>FACE BRICKWORK</u></b>                                                                           |                                                                                                                      |    |     |   |  |
| <b><u>Corobrik Firelight Satin FBS facing bricks, pointed with slightly recessed square joints</u></b> |                                                                                                                      |    |     |   |  |
| 9                                                                                                      | Extra over brickwork for face brickwork                                                                              | m2 | 198 |   |  |
| 10                                                                                                     | Fair cutting and fitting around pipe not exceeding 100mm internal diameter (Provisional)                             | No | 35  |   |  |
| <b>Carried to Collection</b>                                                                           |                                                                                                                      |    |     | R |  |
| Bill No. 4<br>MASONRY<br>KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS<br>KZ001-1                           |                                                                                                                      |    |     |   |  |

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WATER AND SANITATION  
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Bill No. 4

MASONRY

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MASONRY  
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## WATERPROOFING

Where brand names are given in the following items, the materials used shall be of the make and type specified or other approved by the Principal Agent

## Waterproofing

Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

## DAMP-PROOFING OF WALLS AND FLOORS

**One layer of 375 micron "Consol Plastics Brikgrid DPC" embossed damp proof course**

1 In walls

m2 19

## WATERPROOFING TO ROOFS, BASEMENTS, ETC

**4mm "Derbigum SP" waterproofing covered with  
type 40 bituminous fibreglass felt loose laid  
protection layer with coarse building sand blinding**

## 2 On sloping floors

|    |     |
|----|-----|
| m2 | 157 |
|----|-----|

## WATERPROOFING TO ROOFS, BASEMENTS, ETC

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WATERPROOFING TO SHOWERS

JOINT SEALANTS ETC

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**BILL NO 7**

**CARPENTRY AND JOINERY**

For preambles see "Model Preambles for Trades" latest edition as published by The Association of South African Quantity Surveyors

Where brand names are given in the following items, the materials used shall be of the make and type specified or other approved by the Principal Agent

**ROOFS ETC**

**Plate nailed timber roof truss construction**

The following is applicable in respect of roof trusses:

Trusses are at maximum 7mm centres  
Roof covering is ? on purlins/battens Ceilings are ?mm  
sheeting (with skimming?) on ? x ?mm brandering The  
references given in the descriptions are to the  
respective types of trusses detailed on the architect's  
drawings numbered ..... annexed to these bills of  
quantities/accompanying these bills of quantities for  
tender purposes

The dimensions in the descriptions of the trusses are  
nominal and actual measurements are to be obtained  
from the architect and/or the site before design or  
fabrication commences

|   |                                                                      |    |     |
|---|----------------------------------------------------------------------|----|-----|
| 1 | 40 x 40mm Cross bracing                                              | m  | 56  |
| 2 | 76 x 50mm Purlins                                                    | m  | 112 |
| 3 | Galvanised hoop iron roof tie 7m girth with each end fixed to timber | No | 48  |

**DOORS ETC**

**EAVES, VERGES, ETC**

**Carried to Collection**

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CARPENTRY AND JOINERY  
KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS  
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- |   |                                                                                                           |  |   |    |
|---|-----------------------------------------------------------------------------------------------------------|--|---|----|
| 4 | <b><u>"Everite FC77" pressed fibre-cement</u></b>                                                         |  |   |    |
|   | 10 x 150mm Fascia boards countersunk screwed to timber including all necessary Chromaprep jointing strips |  | m | 35 |

**SKIRTINGS**

**MOULDINGS IN WROUGHT MERANTI**

**JOINERY SUNDRIES**

**Carried to Collection**

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## CEILINGS, PARTITIONS AND ACCESS FLOORING

Where brand names are given in the following items, the materials used shall be of the make and type specified or other approved by the Principal Agent

**Descriptions:**

## FLUSH PLASTERED CEILINGS

|   |                                                                                                     |    |    |
|---|-----------------------------------------------------------------------------------------------------|----|----|
| 1 | Horizontal ceilings                                                                                 | m2 | 73 |
| 2 | Extra over ceiling for 580 x 580mm white epoxy coated top hinged ceiling access panel (Provisional) | No | 3  |

|   |                                                                                              |    |    |
|---|----------------------------------------------------------------------------------------------|----|----|
| 3 | 100m Thick insulation blanket closely fitted and laid on top of ceiling between roof trusses | m2 | 73 |
|---|----------------------------------------------------------------------------------------------|----|----|

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Drywall partitioning system to be constructed of standard cold rolled steel top and bottom sections with studs at not more than 600mm centres with 12.5mm thick gypsum plasterboard panels both sides, countersunk screwed to framing, with joints covered with skim tape

Note: Wall paper and/or paint and varnish finishes are measured elsewhere

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CEILINGS, PARTITIONS AND ACCESS FLOORING

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| Item No |                                                                                                                                                         |    | Quantity | Rate | Amount |
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|         | <b><u>BILL NO 13</u></b>                                                                                                                                |    |          |      |        |
|         | <b><u>PLUMBING AND DRAINAGE</u></b>                                                                                                                     |    |          |      |        |
|         | For preambles see "Model Preambles for Trades" latest edition as published by The Association of South African Quantity Surveyors                       |    |          |      |        |
|         | Where brand names are given in the following items, the materials used shall be of the make and type specified or other approved by the Principal Agent |    |          |      |        |
|         | <b><u>RAINWATER DISPOSAL</u></b>                                                                                                                        |    |          |      |        |
|         | <b><u>Work Group No 146 for Haylett formula purposes</u></b>                                                                                            |    |          |      |        |
|         | <b><u>SANITARY FITTINGS</u></b>                                                                                                                         |    |          |      |        |
|         | <b><u>All rails, brackets, etc., where not bolted are to be fixed with long heavy gauge brass screws in approved expanding plugs</u></b>                |    |          |      |        |
| 1       | Wash hand basin including taps, wastes and traps                                                                                                        | No | 12       |      |        |
| 2       | Low level WC suites including flush systems                                                                                                             | No | 17       |      |        |
| 3       | Urinals including flushing systems, wastes and traps                                                                                                    | No | 6        |      |        |
|         | <b><u>SANITARY PLUMBING</u></b>                                                                                                                         |    |          |      |        |
|         | <b><u>uPVC soil and vent pipes</u></b>                                                                                                                  |    |          |      |        |
| 4       | 50mm Pipes                                                                                                                                              | m  | 4        |      |        |
| 5       | 110mm Pipes                                                                                                                                             | m  | 30       |      |        |
|         | <b><u>Extra over uPVC soil and vent pipes for the following uPVC fittings</u></b>                                                                       |    |          |      |        |
| 6       | 110mm Pan connector                                                                                                                                     | No | 17       |      |        |
|         | <b>Carried to Collection</b>                                                                                                                            |    |          |      |        |
|         | Bill No. 12<br>PLUMBING AND DRAINAGE<br>KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS<br>KZ001-1                                                             |    |          |      | R      |

**MQHAKAMA  
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|    |                          |    |    |
|----|--------------------------|----|----|
| 7  | 110mm Bent pan connector | No | 17 |
| 8  | 50mm Bend                | No | 6  |
| 9  | 110mm Bend               | No | 6  |
| 10 | 50mm Junction            | No | 18 |
| 11 | 110mm Junction           | No | 18 |
| 12 | 110mm Reducing junction  | No | 3  |
| 13 | 50mm Access bend         | No | 3  |
| 14 | 110mm Access bend        | No | 6  |
| 15 | 50mm Access junction     | No | 6  |
| 16 | 50mm Two-way vent valve  | No | 3  |
| 17 | 110mm Two-way vent valve | No | 3  |

## Testing

|    |                                                         |      |
|----|---------------------------------------------------------|------|
| 18 | Allow testing the whole of the Sanitary Plumbing System | Item |
|----|---------------------------------------------------------|------|

## WATER SUPPLIES AND FIRE SERVICES

**Class 460/2 half hard copper pipes with capillary couplings**

|    |            |   |    |
|----|------------|---|----|
| 19 | 15mm Pipes | m | 90 |
| 20 | 22mm Pipes | m | 30 |

**Extra over Class 460/2 copper pipes for the following capillary fittings**

|    |               |    |    |
|----|---------------|----|----|
| 21 | 15mm Fittings | No | 54 |
| 22 | 22mm Fittings | No | 18 |

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## PROVISIONAL BILLS OF QUANTITIES

Bill No. 12  
PLUMBING AND DRAINAGE  
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PLUMBING AND DRAINAGE

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**MQHAKAMA  
WATER AND SANITATION  
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One coat Plascon Alkali-Resistant Plaster Primer and two coats Plascon Polvin Acrylic PVA emulsion paint on

|   |                                                       |    |    |  |
|---|-------------------------------------------------------|----|----|--|
| 2 | Gypsum plasterboard ceilings and bulkheads internally | m2 | 73 |  |
|---|-------------------------------------------------------|----|----|--|

**ON FLOATED PLASTER OR CONCRETE**

Prepare as described, wash down with sugar soap, rinse with clean water, allow to dry and apply one coat Plascon Plaster Primer and two coats Plascon Cashmere Matt Wall Coating acrylic emulsion on

|   |                |    |     |  |
|---|----------------|----|-----|--|
| 3 | Internal walls | m2 | 194 |  |
|---|----------------|----|-----|--|

**ON WOOD**

All wood surfaces to be cleaned and any imperfections sanded or filled in with approved filling material prior to applying new paint

|   |                                        |   |   |  |
|---|----------------------------------------|---|---|--|
| 4 | Window sills not exceeding 300mm girth | m | 3 |  |
|---|----------------------------------------|---|---|--|

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| Item No |                                                                                                                                                         |    | Quantity | Rate | Amount |
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|         | <b><u>BILL NO 15</u></b>                                                                                                                                |    |          |      |        |
|         | <b><u>EXTERNAL WORK</u></b>                                                                                                                             |    |          |      |        |
|         | For preambles see "Model Preambles for Trades" latest edition as published by The Association of South African Quantity Surveyors                       |    |          |      |        |
|         | Where brand names are given in the following items, the materials used shall be of the make and type specified or other approved by the Principal Agent |    |          |      |        |
|         | <b><u>TANKS ETC</u></b>                                                                                                                                 |    |          |      |        |
|         | <b><u>"Jojo" water tanks or similar approved</u></b>                                                                                                    |    |          |      |        |
| 1       | 2500 Litre cylindrical tank complete with lid                                                                                                           | No | 3        |      |        |
|         | <b><u>CONSERVANCY TANK</u></b>                                                                                                                          |    |          |      |        |
|         | <b><u>Excavation in earth for basement</u></b>                                                                                                          |    |          |      |        |
| 2       | Exceeding 2m and not exceeding 4m deep                                                                                                                  | m3 | 33       |      |        |
|         | <b><u>Extra over bulk excavation in earth for excavation in</u></b>                                                                                     |    |          |      |        |
| 3       | Soft rock                                                                                                                                               | m3 | 3        |      |        |
| 4       | Hard rock                                                                                                                                               | m3 | 3        |      |        |
|         | <b><u>Extra over all excavations for carting away</u></b>                                                                                               |    |          |      |        |
| 5       | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor                                          | m3 | 12       |      |        |
|         | <b><u>Risk of collapse of excavations</u></b>                                                                                                           |    |          |      |        |
| 6       | Sides of bulk excavations exceeding 1,5m deep                                                                                                           | m2 | 37       |      |        |
|         | <b>Carried to Collection</b>                                                                                                                            |    |          |      |        |
|         | Bill No. 14<br>EXTERNAL WORKS<br>KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS<br>KZ001-1                                                                    |    |          |      | R      |

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

|                                                                                                                                                                                                                                                           |                                                                                                                        |    |      |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----|------|--|
| <b><u>Keeping excavations free of water</u></b>                                                                                                                                                                                                           |                                                                                                                        |    |      |  |
| 7                                                                                                                                                                                                                                                         | Keeping excavations free of all water other than subterranean water                                                    |    | Item |  |
| <b><u>G7 material supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u></b>                                                                                                                                                  |                                                                                                                        |    |      |  |
| 8                                                                                                                                                                                                                                                         | Under conservancy tank floor                                                                                           | m3 | 3    |  |
| 9                                                                                                                                                                                                                                                         | Poison to excavations as before                                                                                        | m2 | 46   |  |
| 10                                                                                                                                                                                                                                                        | Surfaces beds                                                                                                          | m3 | 2    |  |
| 11                                                                                                                                                                                                                                                        | In fill hollow walls                                                                                                   | m3 | 3    |  |
| <b><u>Fabric reinforcement</u></b>                                                                                                                                                                                                                        |                                                                                                                        |    |      |  |
| 12                                                                                                                                                                                                                                                        | Type 193 fabric reinforcement to concrete surface beds, slabs, etc.                                                    | m2 | 10   |  |
| <b><u>Brickwork of NFX bricks (14MPa nominal compressive strength) in class I mortar, reinforced with and including brick reinforcement every course</u></b>                                                                                              |                                                                                                                        |    |      |  |
| 13                                                                                                                                                                                                                                                        | 330mm Hollow wall formed with two half brick skins with 110mm cavity filled with concrete (concrete filling elsewhere) | m2 | 27   |  |
| <b><u>One layer 4mm Derbiquim SP special polyester fully bonded waterproof membrane comprising a matrix modified with polypropylene dual reinforced with non-woven polyester cloth and glass fibre tissue, laid with 75mm side and 100mm end laps</u></b> |                                                                                                                        |    |      |  |
| 14                                                                                                                                                                                                                                                        | Vertically to face of brick retaining walls                                                                            | m2 | 30   |  |
| <b><u>Covers etc</u></b>                                                                                                                                                                                                                                  |                                                                                                                        |    |      |  |
| 15                                                                                                                                                                                                                                                        | 600 x 600 mm manhole cover and frame                                                                                   | No | 1    |  |
| 16                                                                                                                                                                                                                                                        | Lifting key for manhole cover                                                                                          | No | 1    |  |
| <b>Carried to Collection</b>                                                                                                                                                                                                                              |                                                                                                                        |    |      |  |
| Bill No. 14<br>EXTERNAL WORKS<br>KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS<br>KZ001-1                                                                                                                                                                      |                                                                                                                        |    | R    |  |

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

**Temporary hoarding around building site**

- 17 Provide, erect, move as necessary to suit phasing of project and later remove approved temporary hoarding 1800mm high, consisting of suitable gumpole supporting posts with Bonnox fencing on a minimum of three straining wires, and covered with 80% shade cloth fabric including corners, ends, gates, etc,

m

21

**Carried to Collection**

R

Bill No. 14  
EXTERNAL WORKS  
KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS  
KZ001-1

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

Bill No. 14

EXTERNAL WORKS

**COLLECTION**

Total Brought Forward from Page No.

**Page  
No**

**Amount**

36

37

38

**Carried to Summary**

R

Bill No. 14

EXTERNAL WORKS

**KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS**

**KZ001-1**

Item  
No

### PROVISIONAL SUMS, ETC

Where brand names are given in the following items, the materials used shall be of the make and type specified or other approved by the Principal Agent

### BUDGETARY ALLOWANCES

### PRIME COST AMOUNTS

- Item

120,000.00

## Item

## 50,000.00

- %

R

-40-

### Signage installation

- %

R

-41-

MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES

Bill No. 15

PROVISIONAL SUMS

COLLECTION

Total Brought Forward from Page No.

Page  
No  
40  
41

Amount

Carried to Summary

R

Bill No. 15  
PROVISIONAL SUMS  
KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS  
KZ001-1

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

| FINAL SUMMARY   |                                          | Page No | Amount |
|-----------------|------------------------------------------|---------|--------|
| 1               | PRELIMINARIES                            | 5       |        |
| 2               | EARTHWORKS                               | 8       |        |
| 3               | CONCRETE, FORMWORK & REINFORCEMENT       | 12      |        |
| 4               | MASONRY                                  | 15      |        |
| 5               | WATERPROOFING                            | 18      |        |
| 6               | ROOF COVERINGS                           | 19      |        |
| 7               | CARPENTRY AND JOINERY                    | 22      |        |
| 8               | CEILINGS, PARTITIONS AND ACCESS FLOORING | 25      |        |
| 9               | METALWORK                                | 26      |        |
| 10              | PLASTERING                               | 27      |        |
| 11              | GLAZING                                  | 28      |        |
| 12              | PLUMBING AND DRAINAGE                    | 32      |        |
| 13              | PAINTWORK                                | 35      |        |
| 14              | EXTERNAL WORKS                           | 39      |        |
| 15              | PROVISIONAL SUMS                         | 42      |        |
| Sub Total       |                                          |         | R      |
| Carried Forward |                                          |         | R      |

KWAZULU NATAL DEPARTMENT OF PUBLIC WORKS  
KZ001-1

**MQHAKAMA  
WATER AND SANITATION  
PROVISIONAL BILLS OF QUANTITIES**

[illegible]



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

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## **PART C3. SCOPE OF WORKS**

## C3.1 SCOPE OF WORKS

### GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

Project title:

DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)

Tender no:

ZNTM01268W

Project Code:

064171

### **SECTION 1**

### **EXTENT OF THE WORKS**

#### **1.1 EMPLOYERS OBJECTIVES**

This project is part of the Department of Public Works (DoPW) Schools Water and Sanitation Programmes. The Employer's Objectives are to provide healthy, hygienic and appropriate ablution facilities at schools in the Kwa-Zulu Natal province.

The objective of this project is to construct new ablution facilities at Mqhakama High School..

#### **1.2 OVERVIEW OF THE WORKS**

This project involves the construction of three (3) new ablution facilities comprising seventeen (17) seats, six (6) urinals and twelve (12) wash hand basins at Mqhakama High School.

#### **1.3 EXTENT OF THE WORKS**

The project will consist of the following major components:

- Cut and fill operations to form new building platform with a total volume of 74 m3
  - Imported fill operations to form new building platform with a total volume of 4 m3
  - Cut to spoil operations to form new building platform with a total volume of 28 m3
  - Preparation of new building platforms with a total footprint of 541 m2
  - Excavations for septic tank, soakaway and pits
  - Construction of three (3) new ablution facilities with a total footprint of 201 m2
    - o3 Male, 3 Female and 1 Disabled facility comprising of five (5) seats, two (2) urinals and three (3) wash hand basins
    - o8 Boys facility comprising of four (4) seats, four (4)urinals and four (4) wash hand basins
    - o8 Girls facility comprising of eight (8) seats and five (5) wash hand basins
  - Construction of 57 metres of new water reticulation
  - Construction of 28 metres of new sewer reticulation for a soakaway
  - Construction of storm water control measures such as berms and open drains
  - Construction of 46 metres of walkways and ramps
- The works will also include:
- Installation of all fixtures including toilets, urinals, hand basins and fittings associated with the works for the new ablution facilities as highlighted above
  - Removal of trees, over and beyond the clear and grub operations
  - Reinstatement of paved areas removed or damaged during construction
  - Demolition of old ablution facilities
  - Filling old pits and septic tanks after demolition of buildings
  - Disposal of excavated material
  - Rehabilitation of construction area
  - Provision of temporary ablution facilities for the exclusive use of learners and staff at the school

#### **1.4 LOCATION OF THE WORKS**

The project is situated at Mqhakama High School. The school is located 29 kilometres from Harding in the Ugu District of KwaZulu-Natal. The coordinates of the school are 30°29'08.68"S and 30°09'57.12"E. Unfettered access to the site cannot be guaranteed at all times as the school will remain operational for the duration of the project.

#### **1.5 TEMPORARY WORKS**

All temporary works to comply with the Occupational Health and safety Act (Act 85 of 1993). Special care should be taken to barricade all excavations and fence off the project site where appropriate. The contractor is specifically alerted to the fact that the Works are situated within the school grounds and precautions must be taken to ensure the safety of all learners and staff.

### **ENGINEERING**

#### **2.1 EMPLOYER'S DESIGN**

Applicable

**2.2 DESIGN BRIEF**

Not applicable

**2.3 DRAWINGS**

See list of drawings/Annexure's attached to this document.

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.4 | <p><b>DESIGN PROCEDURES</b></p> <p>Not applicable</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3   | <p><b><u>PROCUREMENT</u></b></p> <p><b>3.1 PREFERENTIAL PROCUREMENT PROCEDURES</b></p> <p>This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to <a href="http://www.kzntreasury.gov.za">www.kzntreasury.gov.za</a> for access to the relevant documents.</p> <p>Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.</p> <p><b>3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</b></p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p> <p><b>3.3 SCOPE OF MANDATORY SUBCONTRACT WORK</b></p> <p>Not applicable</p> <p><b>3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS</b></p> <p>Not applicable</p> <p><b>3.5 SUBCONTRACTING PROCEDURES</b></p> <p>Not applicable</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4   | <p><b><u>CONSTRUCTION</u></b></p> <p><b>4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS</b></p> <p>The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.</p> <p>Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.</p> <p>Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.</p> <p>The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.</p> <p>The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.</p> <p>Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.</p> |

| 4.2                                                          | <b>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</b><br><br>See above 4.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|---------------------------------------------|--------------|--------------------------------------------------------------|--|---------------------------------|---------|----------------------------------|-------------|-----------------------------------|--------------|
| 4.3                                                          | <b>PARTICULAR / GENERIC SPECIFICATIONS</b><br><br>The Contractor is referred to the following documents whether attached to this document or not:<br><table border="0"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Specification for HIV/AIDS Awareness (CIDB)</td><td>HIV1 TO HIV3</td></tr> <tr> <td>Specific Construction, Safety, Health and Environmental Plan</td><td></td></tr> <tr> <td>Model Preambles for Trades 2008</td><td>1 to 49</td></tr> <tr> <td>General Electrical Specification</td><td>E/1 to E/20</td></tr> <tr> <td>Lightning Protection Installation</td><td>LP/1 to LP/6</td></tr> </tbody> </table>                                                                                                                         | <u>SPECIFICATION</u> | <u>PAGES</u> | Specification for HIV/AIDS Awareness (CIDB) | HIV1 TO HIV3 | Specific Construction, Safety, Health and Environmental Plan |  | Model Preambles for Trades 2008 | 1 to 49 | General Electrical Specification | E/1 to E/20 | Lightning Protection Installation | LP/1 to LP/6 |
| <u>SPECIFICATION</u>                                         | <u>PAGES</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| Specification for HIV/AIDS Awareness (CIDB)                  | HIV1 TO HIV3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| Specific Construction, Safety, Health and Environmental Plan |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| Model Preambles for Trades 2008                              | 1 to 49                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| General Electrical Specification                             | E/1 to E/20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| Lightning Protection Installation                            | LP/1 to LP/6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 4.4                                                          | <b>CERTIFICATION BY RECOGNIZED BODIES</b><br><br>Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 4.5                                                          | <b>AGRÉMENT CERTIFICATES</b><br><br>Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 4.6                                                          | <b>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</b><br><br>Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 4.7                                                          | <b>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</b><br><br>Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 4.8                                                          | <b>OTHER SERVICES AND FACILITIES</b><br><br>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.<br>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.<br>The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes. |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 5                                                            | <b><u>MANAGEMENT</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 5.1                                                          | <b>APPLICABLE SANS 1921 STANDARDS</b><br><br>Tenderders are referred to<br>SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |
| 5.2                                                          | <b>RECORDING OF WEATHER</b><br><br>The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |              |                                             |              |                                                              |  |                                 |         |                                  |             |                                   |              |

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

| CURRENT YEAR |        |   | YEAR + 1 | YEAR + 2 |
|--------------|--------|---|----------|----------|
| January      | w/days |   | 3        | 3        |
| February     | w/days |   | 3        | 3        |
| March        | w/days |   | 3        | 3        |
| April        | w/days |   | 3        | 3        |
| May          | w/days |   | 3        | 3        |
| June         | w/days |   | 3        | 3        |
| July         | w/days |   | 3        |          |
| August       | w/days |   | 3        |          |
| September    | w/days |   | 3        |          |
| October      | w/days |   | 3        |          |
| November     | w/days |   | 3        |          |
| December     | w/days | 3 | 3        |          |

### 5.3 MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

### 5.4 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

### 5.5 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

### 5.6 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

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

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

### 5.7 BONDS AND GUARANTEES

The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.

### 5.8 PAYMENT CERTIFICATES

Requirements will be in accordance with the Employers prescriptions.

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.9            | <p><b>PERMITS</b></p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site</p> |
| 5.10           | <p><b>PROOF OF COMPLIANCE WITH THE LAW</b></p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> <li>- HIV/STI Report (Bound into this document)</li> <li>- Electrical Compliance Certificate</li> <li>- Plumbing Compliance Certificate</li> <li>- Lightning Certificate</li> <li>- Soil Protection Certificate</li> <li>- Concrete test and cube certificates</li> <li>- Waterproofing Guarantee certificates</li> <li>- TR1 and TR2 prefabricated roof truss certificates</li> <li>- Soil compaction certificates</li> <li>- Electrical and Mechanical test certificates</li> <li>- Plumbing and drainage pressure test certificates</li> <li>- Fire Compliance Certificate</li> <li>- Entomology Certificate</li> <li>- SANS 10400-A:2010 compliance certificates</li> </ul>                                                                                                                                                                                                                                                                                                                                        |
| 5.11           | <p><b>INSURANCE PROVIDED BY THE EMPLOYER</b></p> <p>Not Applicable</p> <p><b><u>SECTION 2</u></b></p> <p><b><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Clause Numbers |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4.1.7          | <p><b>The requirements for drawings, information and calculations for which the Contractor is responsible</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                | <p>Prefabricated roof trusses design must be submitted for approval 30 days prior to erections.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.2.1          | <p><b>The responsibility strategy assigned to the Contractor for the works is:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                | <p>Strategy A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.2.2          | <p><b>The structural engineer is:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                | <p>ABC Engineers</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4.2.3          | <p><b>Drawings &amp; other info are to be submitted in accordance with the contractors programme</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                | <p>N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4.3            | <p><b>The planning, programme and method statement are to comply with the following:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                | <p>N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| 4.12.1 | <b>Samples of materials</b><br><br>The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.<br>The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample.<br>The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:<br>- Tile sample.<br>- Brick sample.<br>- Light fitting sample.<br>- Screed panel 2m x 2m impact test.<br>- Tested trial mix to be approved by the Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4.12.2 | <b>Fabrication drawings that the contractor is to provide to the employer are:</b><br><br>None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4.12.3 | <b>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</b><br><br>OFFICE FOR FOREMAN<br><br>Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.<br><br>TELEPHONE<br><br>The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.<br><br>OFFICE FOR INSPECTOR OF WORKS<br><br>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.<br>An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor.<br>The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.<br><br>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS<br><br>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone. |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|               | <b>SHED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|               | Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>4.14.6</b> | <b>The requirement for provision and erection of signboards are:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|               | Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>4.17.1</b> | <b>Requirement for the termination, diversion or maintenance of existing services:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|               | Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>4.17.3</b> | <b>Services which are known to exist on the site:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|               | Investigate and provide detail drawings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>4.17.4</b> | <b>Requirement for detection apparatus</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|               | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>4.18</b>   | <b>ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|               | <p>By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.</p> <p>Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so will invalidate the tender.</p> <p>Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender.</p> <p>The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.</p> |
| <b>4.22</b>   | <b>WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|               | [Provide list of applicable contractors]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3.1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

## **5 Requirements**

### **5.1 General requirement**

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

***The provisions of 5.1 c) and d) do not apply to this contract.***

### **5.2 HIV awareness programme**

#### **5.2.1 The contractor shall:**

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

**Note: The National Department of Public Works maintains a list of qualified service providers.**

**5.2.2** The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

**5.2.3** The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

**The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)**

### **5,3 Reporting**

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.**

*The HIV /Aids awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organisations, churches, and schools to participate in the programme.*

## C3.3 - HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

064171

Payment Claim number:

Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

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2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

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3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).

5. HIV awareness programme (briefly describe action).

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[illegible]

**For Contractor:**

**Employer's representative:**

Page 2 of 2



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

## **PART C4. SITE INFORMATION**

**C4.1 SITE INFORMATION**  
**GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)**

|                       |                                                                                                                       |                      |               |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------|---------------|
| <b>Project title:</b> | <b>DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT: MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)</b> |                      |               |
| <b>Tender No.</b>     | <b>ZNTM01268W</b>                                                                                                     | <b>Project Code:</b> | <b>064171</b> |

**C4.1 Site Information**

**C4.1 GENERAL**

- (a) The project is situated at Mqhakama High School. The school is located 29 kilometres from Harding in the Ugu District of KwaZulu-Natal. The coordinates of the school are 30°29'08.68"S and 30°09'57.12"E. Unfettered access to the site cannot be guaranteed at all times as the school will remain operational for the duration of the project.
- (b) Specific requirements must be described.
- (c) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein. If project is phased, indicate the phased work procedure with a colour coded site plan or graphical key or sorts.

**C4.2 GEOTECHNICAL INVESTIGATION REPORT**

- (a) See Attached Annexure for Geotechnical Report



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF EDUCATION SANITATION PROGRAMME FOR SCHOOLS, UGU DISTRICT:  
MQHAKAMA HIGH SCHOOL (SOUTHERN REGION)**

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**PART C5 - DRAWINGS / ANNEXURES**



## THE EPWP CONDITIONS AND SPECIFICATIONS

**Changes to be affected in the Bill of Quantities in P&G's Section C12 (page 11 of 13)**

### **C 12 EPWP Conditions and Specifications**

**C12 to be expanded from C 12.1 to C12.10 as follows;**

| <b>C 12 EPWP CONDITIONS AND SPECIFICATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
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| <b>C12.1(a) Employment Targets</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has a potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible. Number of jobs estimated to be created is a minimum of <b>9 unskilled labour</b></p> <p>F.....V.....T..... Item</p> <p>It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that <b>should adequate and appropriate labour not be available within the ward</b>, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (<b>Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled</b>). The contractor shall in consultation with the local community leaders (<b>Project Steering Committee</b>) with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements</p> |  |  |  |
| <b>C12.1 (b) Employment requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the following employment requirements of the EPWP</p> <ol style="list-style-type: none"> <li>1. 60% of unskilled labour to be women</li> <li>2. 55% of unskilled labour to be youth aged between 18 and 35 years</li> <li>3. 2% of unskilled labour to be people with disability</li> </ol> <p>100% unskilled labour utilized must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or a walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.</p> <p>F.....V.....T..... Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |

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| <p><b>C12.1 (c) Labour rate and payment intervals</b></p> <p>The contractor should ensure that the labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.</p> <p>Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.</p> <p>The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F.....V.....T.....</p> <p style="text-align: right;">Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| <p><b>C12.2 (a) Labour Intensive Construction (LIC) method</b></p> <p>On site there must a person(s) having the competency in managing and implementing LIC methods.<br/> *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.<br/> *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p style="text-align: right;">Item</p> <p>F.....V.....T.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
| <p><b>C12.2 (b) Labour Intensive Construction Method</b></p> <p>Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using the method so indicated.<br/> Reference to be made to Guidelines for the implementation of Labour-Intensive Infrastructure projects under EPWP.</p> <p>"Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p><b>Labour-intensive component</b></p> <p>Due to the nature of the work involved, this type of project lends itself to be feasible as a labour-Intensive project i.e. the construction activities will indeed require skilled/unskilled labour.</p> <p>The aim of the projects is to provide some form of economic benefit whilst generating and increasing the acquired skills shortage to improve sustainability in the local area. The following are potential focus areas where employment creation can be optimized per project:</p> <ul style="list-style-type: none"> <li>(i) Trenching works not exceeding depth of 1.5m, including trenching for Foundation, Electrical, Water, Mechanical &amp; Civil Services Works including backfilling where ground conditions permit</li> <li>(ii) Building Works; All masonry works (which include concrete mixing on site; brickwork; block work ; plastering; screed works; jointing; etc.); Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</li> <li>(iii) Sewers works including Construction of manholes, laying of Sewer pipes, bedding, backfilling and compaction.</li> </ul> |  |  |  |

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| <p>(iv) Water Reticulation works including excavation, bedding, laying of pipes and compaction</p> <p>(v) Site Clearance Works</p> <p>(vi) Electrical Reticulation works.</p> <p>(vii) Stormwater water drainage using in-situ concrete</p> <p>(viii) Landscaping and Grassing of Sports Field</p> <p>(ix) Cleaning and Fencing Works</p> <p>The above identified activities are deemed suitable to be constructed using the LIC methods; to build, upgrade and maintain the social and economic of the underdeveloped area, promoting community participation, development of skills and creating more work opportunities.</p> <p>The above identified activities should be marked in the Bill of Quantities with the letter (LI). Contractor to price the above items in the Bill of Quantities bearing in mind that they are regarded as the main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letter LI are not necessarily an exhaustive list of all the activities which must be done by hand.</p> <p>Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.</p> <p>F.....V.....T..... Item</p> |  |  |  |
| <p><b>C12.3 Record Keeping</b></p> <p>12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>12. 3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F.....V.....T..... Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
| <p><b>C12.4 EPWP Monthly Reporting documents:</b></p> <p>At the end of each month the contractor must submit:</p> <ul style="list-style-type: none"> <li>• EPWP monthly data collection form</li> <li>• Worker monthly payment upload</li> <li>• Worker monthly acknowledgement of receipt of payment</li> <li>• Worker monthly Payment register</li> <li>• Worker monthly training form</li> <li>• Monthly attendance Register</li> <li>• Worker Monthly pay slips</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |

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| <ul style="list-style-type: none"> <li>• Unskilled labour certified ID copies (once off)</li> <li>• Beneficiary ID-size photos</li> <li>• Proof of UIF</li> <li>• Proof of COIDA</li> </ul> <p>F.....V.....T.....</p> <p>Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| <p><b>C12.5 EPWP Promotion</b></p> <p>12.5.1 EPWP signage board</p> <p>EPWP Program at the project level shall always be promoted through the provision of projects signage board that embraces EPWP logo at the bottom, correct measurement for this sign board will be provided by the project leader during the site handing over meeting.</p> <p>F.....V.....T.....</p> <p>Item</p> <p>12.5.2 Branding of labour apparel</p> <p>Contractor &amp; Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP acronym at the back as an ideal and cost effective means of promoting program on site.</p> <p>The contractor is advised to price for both items 12.5.1 and 12.5.2</p> <p>F.....V.....T.....</p> <p>Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| <p><b>C12.6 COMMUNITY LIAISON OFFICER (CLO)</b></p> <p><b>UTILISATION OF A COMMUNITY LIAISON OFFICER</b></p> <p>The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> <li>1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor</li> <li>2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.</li> <li>3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.</li> </ol> |  |  |  |

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| <p>4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.</p> <p>5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.</p> <p>6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained</p> <p>7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications</p> <p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare and submit periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate for the Community Liaison Officer (CLO) ,all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Public Works</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;">Item</p> |  |  |  |
| <p><b>C12.7 Skills development on site</b></p> <p>The Contractor is conforming to the objectives of EPWP if his beneficiaries are capacitated with skills that will render them employable in the future. It is then the responsibility of the contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F.....V.....T.....Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| <p><b>C12.8 Sub-Contracting for local emerging enterprises</b></p> <p>The project can support the notion of one main contractor to be appointed whilst several subcontractors, possibly from the local Small, Medium and Micro Enterprises (SMME) group, are employed to undertake various smaller activities.</p> <p>Two alternatives can be applied for setting out work for sub-contractors, i.e. full responsibility (provide</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |

their own plant, materials and labour) or secondly the main contractor remains responsible for the supply of plant and materials, while the sub-contractor is responsible for implementation, thus providing the skills and labour content only for the various construction activities.

The contractor will be required to appoint a reasonable number of emerging sub-contractors to undertake work to the minimum of **5%** of the contract value on the various service areas but not limited to the following services;

| Item                   | Description/Task/Activity      |
|------------------------|--------------------------------|
| General Building works | Masonry                        |
|                        | Carpentry and joinery          |
|                        | Floor finishes/Tiling          |
|                        | Paint work                     |
|                        | Joinery fittings               |
|                        | Plumbing (internal & external) |
|                        | Plastering                     |
| Civil works            | Paving                         |
|                        | Landscaping                    |

This percentage excludes the costs of employing local unskilled labour. A minimum of **3%** of the total number of the appointed emerging subcontractors must be owned by **females** who have more than **50.1%** ownership of their company/organization. SMME represent an important vehicle to address the challenges of job creation, economic growth and equity in our country. SMMEs are playing a critical role in absorbing labour, penetrating new markets and generally expanding economies in creative and innovative ways.

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

#### **C12.8.1 Subcontractor Procedure**

The recommendation will be that the Contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted. The tenders received are then evaluated by both the employer and the contractor. The evaluation panel shall comprises equal representatives from the Employer and from the Contractor

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission.

This will promote the cost effective participation and development of smaller registered contractors in larger valued contracts without losing single point of accountability for projects. This will allow the emerging contractors to tender for work in a fair, transparent and equitable manner rather than having to negotiate such contracts with the main contractor. Also guarantees the participation of contractors registered in lower contractor grading designation.

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

#### **C12.8.2 Subcontractor Mentoring**

Once the Subcontractors have been identified and engaged, the Contractor shall closely monitor their performance in the execution of their contracts.

The Contractor will be responsible for drawing implementation plan that will assist in managing the development of sub-contractors undertaking Labour Intensive work.

The Contractor will be responsible for management of the sub-contractors and to ensure that they comply with all EPWP requirements as set-out in this specification.

The Contractor and sub-contractors will be required to compile monthly progress reports to be submitted with payment certificates. The reports shall include planned targets with regards to the works and employment, employment of EPWP beneficiaries and project expenditure. Failure to produce monthly reports will render payment certificates incomplete.

The contractor will be required to assist, train, mentor and monitor its Sub-contractors and report through monitoring tool on progress of each Sub-contractor.

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### **C12.8.3 Portfolio of Evidence**

The Contractor is to develop and /or maintain a portfolio of evidence for each sub-contractor. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and monitoring inputs provided to the Sub-contractor. It is the document which records the development progress of the Sub-Contractor and will need to be updated continually throughout the duration of the contract.

The Portfolio of Evidence should include but not limited to the following documentation:

- The development path designed for each Sub-Contractor,
- The Training course completed by the Sub-Contractor,
- The hours of guiding, coaching and mentoring received for each activity listed in the developmental plan,
- A list of outcomes achieved at each level for each activity.

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

### **Performance and penalties**

The Contractor performance will be monitored throughout the contract. Should the Contractor fail to fulfil his obligation he will be liable for penalties. Payment of the penalty shall not absolve the Contractor of any claim, or relieve the Contractor of any of his duties, obligations or responsibilities under the contract.

- Utilisation of the Sub-Contractors

The Contractor's achievement of the targets will be measured quarterly to determine the progress made to date.

### **C12.8.4 Local Suppliers**

Local material suppliers within the vicinity of the site to be utilise as long as their materials meets the required specification. However, quality and suitability would have to be checked by the employer, if the local suppliers are unable to meet the demand the nearest suitable suppliers are to be used.

Production of materials should be done on site, where economies of scale allow e.g. concrete paving blocks should be encouraged which will enable employment creation and also allow for enterprise development.

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#### C12.8.5 TENDERER'S TO NOTE CONDITIONS

- a) The contract to be entered into between the Contractor and the Priority Population Group's (PPG's) will be a labour and material sub-contract or labour only depending on the contractor and subcontractor agreement.
- b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.

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c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.

d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice

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

e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.

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- f) Basic tools shall be provided by the Priority Population Group's (PPG's) and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.
- g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.

#### CO-ORDINATION AND SUPERVISION

The Contractor is to co-ordinate and supervise the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed directly by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner and acceptable quality standards in accordance with the specifications as no claims for extras in this connection will be entertained.

#### ATTENDANCE

The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.

Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.

This attendance upon PPG's to execute the work is to include for the scaffolding provisions as

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| <p>aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F.....V.....T.....</p> <p style="text-align: right;">Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| <p><b>C12.9 EPWP contract for labour</b></p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials.</p> <p>F.....V.....T.....Item</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| <p><b>C12.10 EPWP Scope of Work For This Project</b></p> <p>Contractors are to price the items on the Bill of Quantities highlighted below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p><b>Elements of the scope of work where the application of Labour Intensive Construction methods are indicated with the letters (LI) are as follows;</b></p> <ul style="list-style-type: none"> <li>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</li> <li>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</li> <li>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</li> <li>iv) External works such as landscaping; cleaning; paving; fencing; tarmac; etc.</li> </ul> |  |  |  |