



INDEPENDENT DEVELOPMENT TRUST

**TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND
CONTRACT DATA, SCOPE OF WORK AND SITE INFORMATION**

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R
CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH SEGOMOTSI MOMPATI
DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTHWEST PROVINCE**

BID NO: DOE12NWER034

CLOSING DATE AND TIME: 06 SEPTEMBER 2023 at 12h00

Independent Development Trust

SCM / Technical Enquiries

E-mail: marumom@idt.org.za and andrewn@idt.org.za

Bidder:

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CIDB Registration Number:

CSD Registration Number:

COIDA / FEMA Certificate Number:

Contact Person:

Contact Details:

TENDER AMOUNT INCL. VAT: R.....

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The scope of works comprises of the construction of 3 Grade R classrooms with 9 new toilets, 1 NSNP Kitchen (as dictated by Annexure D of DBE's Norms, Standards Gazette) Play Area, 32 new covered parking bays and 1 x 5000L Tank, installation of storm water channels around proposed Grade R section, Construction of Grade R boundary fence.

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This tender applies to both the (a) Skills Development Standard and the (b) Indirect

Targeting Standard. Although in the case of these two standards there are no returnable documents, tenderers are sensitized that the proforma documents as listed below, shall be completed by the successful contractor after award of the contract within the stipulated period. (The proforma documents are provided in the tender data for information purposes only).

- Form A 1 List of recognized Skills Development Agencies, Form A 2 Baseline Training Plan, Form A 3 Project Interim Report, Form A 4 Supervisor Agreement, Form A 5 Project Completion Report. (Skills Development Standards)
- Project Interim Report, Project Completion Report and Declaration. (Indirect Targeting Standards)
- Form A 1 List of recognized Skills Development Agencies, Form A 2 Baseline Training Plan, Form A 3 Project Interim Report, Form A 4 Supervisor Agreement, Form A 5 Project Completion Report. (Skills Development Standards)
- Project Interim Report, Project Completion Report and Declaration. (Indirect Targeting Standards)

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Addendum to the Contract

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APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.

BID NUMBER: DOE12NWER034

CLOSING DATE AND TIME: 06 SEPTEMBER 2023 at 12h00

On behalf of the Department of Education, North West Province, the Independent Development Trust, invites bidders for the **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.**

Only tenders who have a CIDB contractor grading of **Grade 5 GB (General Building)** or higher; **and comply with the tender conditions will be eligible.**

INDEPENDENT DEVELOPMENT TRUST

T1.1 Bid Notice and Invitation to Bid

On behalf of the Department of Education, North West Province, the Independent Development Trust, invites bidders for the **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.**

Notice and Invitation

It is estimated that tenderers should have a CIDB contractor grading of **5 GB and higher**.

Documents will be available from **31 JULY 2023**.

Tender documents must be downloaded from IDT website and National Treasury e-tender on the following link: http://www.idt.org.za/business_opportunities/current-tenders ,and www.treasury.gov.za

BID enquiries relating to the issues of these documents may be addressed to:

Bid Administration Enquiries

E-mail: Marumom@idt.org.za

Technical Enquiries

E-mail: AndrewN@idt.org.za

Tender documents to be submitted at the tender box of the IDT office:

INDEPENDENT DEVELOPMENT TRUST (NORTH WEST OFFICES)
4071 Joules Street
Industrial Site
MAHIKENG
2745

A compulsory clarification meeting with representatives of the employer will take place on site at KOLONG PRIMARY SCHOOL AT 707 JAKARANDA STREET, IPELEGENG, SHWEIZER-RENEKE IN DR RUTH S.MOMPATI DISTRICT OF THE NORTH WEST PROVINCE. The GPS coordinates are **-27.19721, 25.302 (S27°11'49,90676" E25°18'3,53967")** on **15 AUGUST 2023 starting at 10h00**. Tenderers must sign the attendance register in the name of the tendering entity.

The closing date and time for receipt of tenders is **06 SEPTEMBER 2023 at 12H00PM**.

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

The evaluation of the tender will be carried out in three (3) phases.

Phase 1: Mandatory Requirements

Only bidders, who meet the following requirements will be eligible for further evaluation.

- Letter of Authority for signatory and / or Board / company resolution (for companies that has more than one Directors)
- The bidder must provide proof of valid CIDB registration or CIDB number– **Grade 5GB or higher** (JV's to submit consolidated CIDB Grading, which equates to the required grading)
- The bidder must provide a valid COIDA or FEMA certificate. (If JV, all partners must submit COIDA or FEM Certificates) Sole Proprietor's without employees are expected to submit from the Department of Labor a Tender Letter for a Sole Proprietor).
- Attendance to the compulsory site briefing meeting - Briefing session attendance register must be signed at Briefing Meeting
- The bidder must duly complete and sign **in full**:
 - SBD 1: Invitation to bid,
 - SBD 4: Bidder's disclosure and
 - SBD 6.1 Preference points claim form in terms of PPPFA, Procurement Regulations 2022
- The bidder must complete Form of Offer, fully signed and witnessed in the tender document **in full**
- Joint Venture (JV) agreement, **if applicable**, JV agreement must be signed by all parties of the JV
- Acknowledgement of Addenda to Tender Documents (if applicable)
- The bidder must be registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration)

- Note:**
- (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
 - (ii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
 - (iii) If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid.
 - (iv) If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.

The IDT will assess all bids received based on its procurement policy in the event that information is required from the bidder/s, the IDT reserves its rights to request the information which shall be submitted within seven (7) working days from request and failure to submit will result in disqualification.

Non-Compulsory Document, but mandatory to comply at the award stage

- Tax Compliance Letter with a unique pin
- Compliant Central Supplier Database (CSD) Report

Only bidders who met all mandatory requirements will be evaluated further on functionality.

Phase 2: Functionality criteria

Criteria	Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years (Refer to Form T2.2.2)	35 points
Signed and stamped client references on the same projects listed above (both Client & Client Representative). OR Signed and Contactable reference letters from previous clients.	10 points
Qualifications, Skills and Experience of project key resources	35 points
Financial Viability	20 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

Similar Nature of work for evaluation Construction of Buildings (No points will be allocated for other nature and value of works like Civil Engineering projects, Water projects, Transport Projects, Traffic Engineering Projects, and all Electrical & Mechanical Engineering projects)

Supporting Documents Required

- CIPC Document
- Original certified ID Copies of directors (not older than 6 Months)
- Particulars of Tender's Projects (Appointment letters and completion certificates)
- Schedule of Tenderer's References
- Schedule of Subcontractors
- CV of Key Personnel including the OHS
- Original certified copies of Certificates/qualifications (not older than 6 Months)
- Original certified copies of all Professional Registrations of Staff.

Only bidders who are competent and who have achieved the minimum functionality threshold of 70 points or higher will be evaluated on 80/20 (Price / Specific Goals) points based on the Preferential Procurement Regulations of 2022.

Phase 3: Preferential Point System

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to

determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	3	6	N/A	
Youth Ownership	3	6	N/A	
People with Disabilities Ownership	2	4	N/A	
Black Male Ownership	2	4	N/A	

Source Documents to be submitted with the Bid or BID

*CIPC Document (Company Registration Document will be required for verification (CIPC DOC))

*Woman (Originally Certified ID Document)

*Youth (Originally Certified ID Document)

*People with Disability (Letter from the Dr. Confirming the Disability)

*Black Ownership (Originally Certified ID Document)

A compulsory clarification meeting with representatives of the employer will take place on site at KOLONG PRIMARY SCHOOL AT 707 JAKARANDA STREET IPELEGENG, SHWEIZER-RENEKE OF THE NORTH WEST PROVINCE. The GPS coordinates are -27.19721, 25.302 (S27°11'49,90676" E25°18'3,53967") on 15 AUGUST 2023 starting at 10h00. Tenderers must sign the attendance register in the name of the tendering entity.

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session. No late arrivals will be allowed in the briefing meeting.

The IDT may conduct a risk assessment on recommended bidder/s. Bidders are requested to price each line item of the Bills of Quantities (BOQ) in black ink. Should the bidder/s be deemed too risky to complete the project based on the IDT's risk assessment report, they will be subjected for further clarification.

Tender Documents may be downloaded from the IDT's website following the link <http://www.idt.org.za/business-opportunities/current-tenders/> as well as on the e-tenders portal, www.etenders.gov.za. Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.:

All SCM and Technical enquiries relating to this bid must be directed in writing to marumom@idt.org.za and andrewn@idt.org.za during office hours (08h30 – 17h00) weekdays. Enquiries will be accepted until 30 AUGUST 2023 at 17h00. No Verbal or telephonic queries will be attended to. Any attempt to verbally contact the IDT's Agent or IDT's employee to influence outcome of this tender will lead to disqualification.

On submission of Tender documents, the bidder must submit a signed original bid document in hard copy.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Data. (Refer to Section T1.2)

The bid closing date is **06 SEPTEMBER 2023 at 12h00** and bids shall be submitted in the tender box at IDT's North West Regional Office;

**4071 Joules Street
Industrial Site
Mahikeng
2735**

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

T1.2 BID DATA

INDEPENDENT DEVELOPMENT TRUST

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.

T1.2 Bid Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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

The additional conditions of bid are:

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.– BID NUMBER: DOE12NWER034
F.1.1	The employer is the Independent Development Trust on behalf of the Department: Education, North West Province
F.1.2	The bid documents issued by the employer comprises: THE BID Part T1: Bidding procedures T1.1 Bid notice and invitation to bid T1.2 Bid data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Contract Skills Development Goal (CSDG) C1.4 Form of Guarantee C1.5 Adjudicator's agreement C1.6 Agreement in terms of Occupational Health and Safety C1.7 Waiver of Lien Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities Part C3: Scope of work C3 Scope of work Part C3: Scope of work

	C4 Site Information This tender applies to both the (a) Skills Development Standard and the (b) Indirect Targeting Standard. Although in the case of these two standards there are no returnable documents, tenderers are sensitized that the proforma documents as listed below, shall be completed by the successful contractor after award of the contract within the stipulated period. (The proforma documents are provided in the tender data for information purposes only). • Form A 1 List of recognized Skills Development Agencies, Form A 2 Baseline Training Plan, Form A 3 Project Interim Report, Form A 4 Supervisor Agreement, Form A 5 Project Completion Report. (Skills Development Standards) • Project Interim Report, Project Completion Report and Declaration. (Indirect Targeting Standards) Addendum to the Contract Annexures Annexure A: Architectural Specifications & Drawings Annexure B: Electrical Specifications & Drawings Annexure C: Civil Specifications & Drawings Annexure D: Structural Specifications & Drawings
F.1.4	The employer's agent is: KKN CONSULTING ENGINEERS AND PROJECT MANAGERS 44 GREENWOOD 100 OLYMPUS ROAD FAERIE GLEN PRETORIA 0043
F.2.1 F.2.1.1 F.2.1.1.1 F.2.1.1.2	Eligibility Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer (IDT) or the North West Department of Education Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders: Phase 1: Mandatory Requirements Only bidders, who meet the following requirements will be eligible for further evaluation. • Letter of Authority for signatory and / or Board / company resolution (for companies that has more than one Directors) • The bidder must provide proof of valid CIDB registration or CIDB number– Grade 5GB or higher (JV's to submit consolidated CIDB Grading, which equates to the required grading) • The bidder must provide a valid COIDA or FEMA certificate. (If JV, all partners must submit COIDA or FEM Certificates) Sole Proprietor's without employees are expected to submit from the Department of Labor a Tender Letter for a Sole Proprietor).

	• Attendance to the compulsory site briefing meeting - Briefing session attendance register must be signed at Briefing Meeting • The bidder must duly complete and sign in full: ○ SBD 1: Invitation to bid, ○ SBD 4: Bidder's disclosure and ○ SBD 6.1 Preference points claim form in terms of PPPFA, Procurement Regulations 2022 • The bidder must complete Form of Offer, fully signed and witnessed in the tender document in full • Joint Venture (JV) agreement, if applicable, JV agreement must be signed by all parties of the JV • Acknowledgement of Addenda to Tender Documents (if applicable) • The bidder must be registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration) Note: (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid. (v) If any of the Directors are in the Employment of the State shall result in disqualification of the bid. (vi) If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid. (vii) If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.
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	CIDB Grading In order to be considered for an appointment in terms of this bid, the bidder must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 5GB and higher class of construction work. Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the Grade 5 GB and higher of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 5GB and higher contractor grading designation determined in accordance with the sum tendered for a (GB) General Building class of construction work Key Personnel In order to be considered for an appointment in terms of this bid, the bidder must have the following key personnel in its permanent employment at the close of the bid. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the bidder in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.
F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid form evaluation. This is due to incomparability of offers with the rest of the bidders

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.– BID NUMBER: DOE12NWER034
F.2.7	Clarification Meeting A compulsory clarification meeting with representatives of the employer will take place on site at coordinates KOLONG PRIMARY SCHOOL AT 707 JAKARANDA STREET, IPELEGENG, SHWEIZER-RENEKE IN DR RUTH S.MOMPATI DISTRICT OF THE NORTH WEST PROVINCE. The GPS coordinates are -27.19721, 25.302 (S27°11'49,90676" E25°18'3,53967") on 15 AUGUST 2023 starting at 10h00. Tenderers must sign the attendance register in the name of the tendering entity. Bidders shall sign the attendance register in the name of the bidding entity. Addenda if any will be issued to bidders appearing on the attendance register. Note: Bidders are advised to allow enough travelling time to the briefing meeting.
F.2.8	Seek clarification Bidders can request clarification of the bid documents, if necessary, by notifying the employer in writing to andrewn@idt.org.za during office hours (08h30 – 17h00) weekdays at least 5 (five) working days before the closing time and date stated in F.2.15.
F.2.9	Insurances Refer to contract data for insurance requirements. (Refer to Section C1.2)
F.2.11	Alterations to documents Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative Bid Offers No alternative tender offers will be considered.
F.2.13	Submitting a Bid Offer
F.2.13.4	The bidder will sign the original of the bid offer.
F.2.13.5	The bidder must submit tender offer in a sealed envelope. (Clearly marked APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE. FOR THE DEPARTMENT: EDUCATION, NORTH WEST PROVINCE.– BID NUMBER: DOE12NWER034 On submission of Tender documents, the bidder must submit a signed original bid document in hard copy and one softcopy of the bid document using USB-memory stick / Disc (read only). The bid document softcopy on the USB-memory stick should be indexed the same way as the original bid hard copy document, which can be returned back to the bidder after the evaluation process is completed.
F.2.13.6	
F.2.13.7	Two-envelope system – not applicable
F.2.13.9	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Employer's address: North West Regional Office 4071 Joubert Street Industrial Site Mahikeng 2735 Identification details: Tender No: DOE12NWER034 Description BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE. Tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.– BID NUMBER: DOE12NWER034
F.2.15	Closing Time of Tender
F.2.15.1	The closing time for submission of tender offers is by no later than 06 SEPTEMBER 2023 at 12h00. Location of tender box: North West Regional Office 4071 Joules Street Industrial Site Mahikeng 2735 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	Tender Offer Validity
F.2.16.1	The bidder is required to hold the bid offer valid for a period of 90 calendar days (<i>from the bid closing date</i>)
F.2.19	Inspections, Tests and Analysis
	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	Certificates
	The bidder is required to submit with his tender a Contractor Registration number issued by the Construction Industry Development Board (CIDB). Where a bidder bids through joint venture formation, such bidder should include a joint venture agreement duly signed by each partner of such joint venture and an original consolidated B-BBEE certificate.
F3.5	Two-envelope system – not applicable
F.3.1	Evaluation of Tender Offers
	The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 80/20 or 90/10 preference point system.
F.3.11.3	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender: In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.– BID NUMBER: DOE12NWER034																	
F.3.11.8	Scoring Preference Table 1: Specific goals for the tender and points claimed are indicated per the table below. <i>(Note to organs of state: Where either the 90/10 preference point system is applicable, corresponding points must also be indicated as such.</i> <i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>Women Ownership</td><td>6</td><td></td></tr><tr><td>Youth Ownership</td><td>6</td><td></td></tr><tr><td>People with Disabilities Ownership</td><td>4</td><td></td></tr><tr><td>Black Male Ownership</td><td>4</td><td></td></tr></table> Source Documents to be submitted with the Bid or RFQ *CIPC Document (Company Registration Document will be required for verification (CIPC DOC)) *Woman (Originally Certified ID Document) *Youth (Originally Certified ID Document) *People with Disability (Letter from the Dr. Confirming the Disability) *Black *Ownership (Originally Certified ID Document)			The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Women Ownership	6		Youth Ownership	6		People with Disabilities Ownership	4		Black Male Ownership	4	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)																
Women Ownership	6																	
Youth Ownership	6																	
People with Disabilities Ownership	4																	
Black Male Ownership	4																	

F.3.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

Criteria	Points Allocation
A. Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	35 points
B. Signed and stamped client references on the same projects listed above (both Client & Client Representative).OR Signed and Contactable reference letters from previous clients.	10 points
C. Qualifications, Skills and Experience of project key resources	35 points
D. Financial Viability	20 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

A. RELEVANT PREVIOUS EXPERIENCE ON COMPLETED PROJECTS OF A SIMILAR NATURE AND VALUE IN THE LAST TEN (10) YEARS (35 POINTS):

Points allocated for proven track record based on previous projects executed to completion by the bidder in consideration of similar kind and complexity. The similarity refers to the construction of building projects in the past 10 years. Buildings (No points will be allocated for other nature and value of works like Civil Engineering projects, Water projects, Transport Projects, Traffic Engineering Projects and all Electrical & Mechanical Engineering projects)

The scoring on this item will be carried out as follows:

- The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- The bidder shall submit signed proof of project completion (JBCC or other Completion Certificate or letter from the client (client letter head) confirming completion of such a project).
- For subcontracted work submit the appointment letter and completion certificate as stated in (i) & (ii) together with the appointment letter and completion certificate for the main contractor

NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

Evaluation points will be awarded in terms of the following table below:

	Similar completed projects (as per CIDB level 5GB Or higher– Tender Value Limit between R 1 500 000 to 10 000 000)	Similar completed projects (as per CIDB level 4GB – Tender Value Limit between R 900 000 to R 6 000 000)	Similar Completed projects (as per CIDB level 3GB – Tender Value Limit between R450 000 to R3 000 000)	Non-Submission, Irrelevant Evidence, Incomplete Evidence
Project A	7	5	3	0
Project B	7	5	3	0
Project C	7	5	3	0
Project D	7	5	3	0
Project E	7	5	3	0
Points	35	25	15	0

The scoring on this item will be carried out as follows:

- The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- The bidder shall submit signed proof of project completion

NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

Points allocated for client reference **(As per returnable schedule T 2.2.4)** based on previous completed projects as above executed by the bidder in consideration:

Points will be allocated based on:

- vi. Receipt of signed and stamped client references in the forms supplied in this document
- vii. Favorable stamped client reference letter

NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.

Evaluation points will be awarded in terms of the following table:

Projects	Not Acceptable	Favorable (Good) client reference
Project A	0	2
Project B	0	2
Project C	0	2
Project D	0	2
Project E	0	2
Points	0	10

B. QUALIFICATIONS, SKILLS AND EXPERIENCE OF PROJECT KEY REOURCES (35 POINTS):

Points allocated for required

- i. competencies,
- ii. qualifications (i.e degree or diploma)
- iii. submission of CV's
- iv. submission of relevant certified (not older than 6 months) evidence of qualifications and certificates of allocated Required Key Project Resources.
- v. Professional registration related to building works

NOTE: Points allocation with submission of all required documentation and will be rounded off to the nearest lowest number

Evaluation points will be awarded in terms of the following table A (28 points):

Category	Profession al Registratio n (5 points)	Qualification within the Built Environment (7 points)			Years of experience within the BuiltEnvironment (16 points)			
	(Related to Building works, SACPCMP, SACQSP, SACAP) excl. ECSA	Degre e or higher	Diploma	Nation al Certifi cateor similar	10 or above years	5 - 9 years	1 - 4 years	< 1 year
Project / Contract Manager	5	5	4	3	7	5	3	1
Site Agent	Not required	1	1	1	5	4	3	1
Foreman	Not required	1	1	1	4	4	3	1
Total Points	5	7	6	5	16	13	9	3

Evaluation points will be awarded in terms of the following table B (7 points):			
Category		Description	Points
Health and Safety Resource	Professional Registration with SACPCMP (Mandatory)		7
	No submission		0
Where the Health and Safety officer allocated to this project is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the Construction Health and Safety Officer with a person with equivalent competencies subject to approval by the employer. E. FINANCIAL VIABILITY (20 POINTS): Points are allocated to contractors who provide at least one of the following verifiable documents:			
Description		Points	
- Signed and stamped bank rating Code "A" of R1 Million (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or - Recent audited annual financial statements Not older than 12 months with Cash & Cash Equivalent of R1 Million and above signed by auditors and company representative; or - Signed and stamped Credit facility of 1 Million from an accredited financial institution not older than 12 months or - Signed and stamped Bank Overdraft of 1 Million not older than 12 months		20	
- Signed and stamped bank rating Code "B" of R0.5 Million (whichever greater will be considered) over the period of 12 Months with the bank stamp not older than 12 months; or - Recent audited annual financial statements with Not older than 12 months Cash & Cash Equivalent of R0.5 Million and above signed by auditors and company representative; - Signed and stamped Credit facility of 0.5 Million from an accredited financial institution not older than 12 months or - Signed and stamped Bank Overdraft of 0.5 Million not older 12 months		10	
Non-Submission: thresholds lower than above		0	
NOTE: 20 points will be scored if at least one of the required documents listed above . Failure to submit will result in zero points for these criteria.			
Quality Formula	WQ=W2 x So/Ms		Formula used to calculate Functionality points
	W2 =Total evaluation points for functionality as per Scorecard		
	So = Functionality points allocated to the bidder under consideration		

		Ms =Maximum possible score for functionality in respect of a submission		
Minimum points to be scored for Functionality is 70%				
<u>FINANCIAL OFFER/PRICE</u>	80/90	Formula 2 Option 1, $A = (1 - \{p - pm/pm\})$	Formula used to calculate Financial Offer/Price points	
		pm =The comparative Price offer of the mean/average qualifying tenderer		
		p =The comparative offer of the tender under consideration		
	80/90			

Notes:

1. Bidders are required to score minimum points of 70% for Functionality as stated in the tender data
2. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
3. Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified

4. Bidders to submit the following for means of verification:

- a) Project list of similar completed projects
- b) Performance and quality reports from clients / consultants
- c) Certified certificates of qualification of key staff and CV's including references
- d) Traceable References for projects completed
- e) Traceable references for suppliers

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.– BID NUMBER: DOE12NWER034
F.3.13 F.3.13.1	Acceptance of Bid Offers Bid offers will only be accepted if: a) the bidder has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services; b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are not permitted to submit tenders; f) if there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process g) the bidder has submitted the CIPRO documentation and certified copies of ID's for all directors; h) the bidder completed, signed and witnessed form of offer; i) the bidder is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA); j) the bidder has submitted a fully priced Bill of Quantities; k) The bidder attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer. l) The bidder is required to submit with his bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. m) The bidder has a B-BBEE Level of 1-3 n) The bidder and all its directors are South African Citizens (For National Key Point Projects).

F.3.14	Notice to Unsuccessful Bidders Should bidders not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each bidder will be issued by the Employer to unsuccessful bidders.
F.3.18	Provide Copies of the Contract The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of bid are: 1 The employer is not obliged to accept the lowest or any bid.

ANNEXURE F: STANDARD CONDITIONS OF BID

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only (*i.e post contract award and signing*), and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- F.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- F.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer and/or the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

F.2.2 Cost of tendering

F.2.2.1

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

F.2.2.2

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning

F.2.13 Submitting a bid offer

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

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

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

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and

identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

offer as non-responsive.

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

F.2.18.3

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions by the IDT's SCM Unit. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened publicly.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 on the IDT's website.

F.3.5 Two-envelope system (Not Applicable for this bid)

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

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

F.3.9.4

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedure

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement
Fair

Qualitative interpretation of goal

The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable

Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent

The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive

The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

F3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects..

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

SPECIAL CONDITIONS OF TENDER

F.4 Special Conditions of Tender

F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

Subject To Escalation Price Offer

N/A

Tenderers are advised that this offer shall NOT be subject to Contract Price Adjustment Formulae basedon the Haylett Formulae.

Fixed Price Offer

√

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae. In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key: √ - Tender Option Applicable
X - Not Required For This Tender

F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,
The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

F.4.6 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

F.4.7 Detailed Construction Programme

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme preferably in CCS format in both hard copy and electronic format and take into consideration the following;

Dividing the programme into convenient construction zones both horizontally and vertically;
Linking all activities as 'open ended' or 'open start' activities are not acceptable;
Detailing all holidays, Christmas/New Year break, etc.;
Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion ;

The successful tenderer's program is subject to review and mutual acceptance.

Any Queries / clarifications relative to the Programme can be directed to the Employer.

F.4.8 Detailed Cash-flow

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

FINANCIAL YEAR
01 APRIL 2023 TO 31 MARCH 2024
01 APRIL 2024 TO 31 MARCH 2025

F.4.9 Detailed Resourcing Schedule

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

F.4.10 Proposed Domestic Sub-Contracts

The Tenderer shall submit in writing, when requested, a list of proposed domestic sub-contractors that is intended to be utilised on the project, should its offer be accepted.
Proposed domestic sub-contractors shall take part in the work set aside for 30% Local Participation if possible i

F.4.11 Adjudication and Independent Development Trust's Rights

F.4.11.1 Independent Development Trust reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;

F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by Independent Development Trust;

F.4.11.3 Adjudication of a Tender shall be in the discretion of Independent Development Trust and may take into account the following:

- (i) Tender Price;
- (ii) Ability to perform, which may take into account previous experience in the relevant industry;
- (iii) Suitability of employees and suitability of equipment and materials to be used;
- (iv) Black dep Empowerment;
- (v) Financial viability of the Tenderer;
- (vi) Ownership of the Tenderer;
- (vii) Compliance with all relevant laws; and
- (viii) SCM policy and procedures.

F.4.12 Form of Contract

The JBCC Series 2000 Principal Building Agreement (Edition 6.2 Reprint May 2018) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.

F.4.13 Specialist Selected Sub-contract Procurement Process

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Building Contractor:

- Clearing of site
- Excavation of footings and pipe trenches
- Painting
- Brickwork

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the **selected** sub-contractors as instructed by the Principal Agent and The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

F.4.14 Damage to the Work

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

F.4.15 Communication, Media Releases, Etc.

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Principal Agent** as authorised by the **Employer**.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The Contractor shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

F.4.16 Copyright

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Principal Agent**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

F.4.17 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

The end-user client and the NDPW may from time to time inspect the quality / workmanship on site and make the necessary comments and/or requirements for correction.

F.4.18 Occupational Health and Safety Act

The Contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

F.4.19 Co-Operation of Contractor for Cost Control

It is deemed that the Contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

F.4.20 Application for Payment

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in

accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)

- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site
- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

F.4.21 Identification of Personnel

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the staff member concerned;

The identification numbers of the staff member concerned; and,

The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub-contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

F.4.23 Cession of Materials Supplied to the Site

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

F.4.24 Alterations in the Quantity and Value of Work

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

F.4.25 Change in the Scope of Work

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

F.4.26 Treasures, Relics, Etc.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the Principal Agent. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Principal Agent instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Principal Agent who shall be the sole arbitrator of what is an article of value.

F.4.27 Priced Bills of Quantities

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

F.4.28 Prices and Net Measurements

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

F.4.29 Value Added Tax (V.A.T)

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

F.4.30 Site and Information

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Principal Agent.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

F.4.31 Noise

High noise level shall be restricted to times that will not disrupt the community. Tenderers are to ensure that they acquaint themselves with these conditions and adequately price for it accordingly as no additional time will be allowed for any delays that may be attributed to such.

The Contractor will be restricted from working evening shifts but may be allowed to work weekend shifts with prior 1 week's notice. Such shall be included in the contractor's pricing as no additional allowance for weekend shifts will be allowed for by the Employer, post tender award.

F.4.32 Water and Electricity

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department.

F.4.33 Preliminaries Costs

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

F.4.34 Protection of Existing Work

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

F.4.35 Mock-Up / Samples, etc.

Samples, mock-ups, etc. will be called for by the Principal Agent for approval and shall be provided at no extra cost as rates will be deemed to include for this.

F.4.36 Substitution of Materials

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Principal Agent has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Principal Agent is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

F.4.37 Restriction on Site Access

Tenderers are to price any items related to this under Clause 3.1 in the Preliminaries bill. The Principal Agent and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

F.4.38 Security

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to **10%** of the Contract Sum valid for the duration of the contract.

F.4.39 Safety Requirements

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

Disposal of all rubble material and asbestos roof sheetings / materials, to suitable legal dump sites, shall be carried out on a weekly basis. All costs for this exercise shall be included in the bid price (for the duration of the project plus a further 6 months in the event of project overrunning its duration)

The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.

F.4.40 Budgetary Allowances / Provisional Sums

Where applicable, these amounts have been included in the Tender Price where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.
- The Quantity Surveyor will prepare the necessary Tender documents.
- The Principal Agent will arrange for inviting / advertising of tenders subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Principal Agent.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Principal Agent and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Principal Agent will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Principal Agent and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

<u>Purpose of the Job:</u>	The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councillor.
<u>Job title:</u>	Community Liaison Officer (CLO)
<u>Reporting to:</u>	The Contracts Manager or other delegated representative of the Contractor. The CLO must report to the Contractor and remain on site on a daily.
<u>Experience:</u>	Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.
<u>Remuneration:</u>	Rate payable for the CLO will be 100% of the Building Works Industry minimum wage for unskilled labour.
<u>Minimum Skills:</u>	1. Ability to work with others; 2. Ability to communicate in local language of the project location and English; 3. Ability to communicate in writing; 4. Sound Interpretation skill.

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour and advising them of their rights
 - Acting as a source of information for the community and councilors on issues related to the contract
 - Keeping the contractor advised on community issues and issues pertaining to local security
 - Assisting in setting up any meeting or negotiations with affected parties
 - Keeping a written record of any labour or community issues that may arise

- The CLO needs to be seen to be neutral by all parties and therefore should endeavour not to take sides should conflict arise.
- Should the CLO function not involve a full days work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to bid (SBD1)	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)	
T2.1.3	B-BBEE Certificate (Original or Originally Certified Copy)	
T2.1.4	Tax clearance certificate	
T2.1.5	Joint Venture Agreement Between Parties	
T2.1.6	Contractors copy of registration	
T2.1.7	CIDB Registration Number	
T2.1.8	Copy of a Letter of Good standing with Compensation For Occupational And Injuries Diseases Act (COIDA) Registration Number	
T2.1.9	Compulsory enterprise questionnaire	
T2.1.10	Bidder's disclosure	
T2.1.15	Certificate of Authority For Signatory	
T2.1.16	Record of Addenda to The Tender Documents	
T2.1.17	Tenderers financial standing	
T2.1.18	Amendments, Qualifications and Alternatives	
T2.1.19	Socio economic upliftment strategy	
T2.1.21	Contractors health and safety declaration	

T2.2 RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.2 RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.2.1	Safety health environmental and quality management system (SHEQ) plan
T2.2.2	Project Experience
T2.2.3	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.2.4	Client references
T2.2.5	Key Personnel
T2.2.6	Financial Viability

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan for completion
Form of offer and acceptance
Contract data
Forms of securities

T2.1.1 INVITATION TO BID

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOE12NWER034	CLOSING DATE:	06 SEPTEMBER 2023	CLOSING TIME:	12h00
DESCRIPTION	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE. BID NUMBER: DOE12NWER034				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT North West Regional Office					
4071 Joules Street, Industrial Site					
Mahikeng					
2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	marumom@idt.org.za		E-MAIL ADDRESS	andrewn@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JOINT BUILDING CONTRACT COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included)
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 80/20 preference point system.
 - b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TARGETED GROUP	
Women Ownership	6
Youth Ownership	6
People with Disabilities Ownership	4
Black Male Ownership	4
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt - P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt - P min}}{\mathbf{P min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{80/20 Pt - P max}}{\mathbf{P max}} \right) \quad \underline{\hspace{2cm}}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	6	
Youth Ownership	6	
People with Disabilities Ownership	4	
Black Male Ownership	4	

Source Documents to be submitted with the Bid or RFQ

*CIPC Document	(Company Registration Document will be required for verification (CIPC DOC))
*Woman	(Originally Certified ID Document)
*Youth	(Originally Certified ID Document)
*People with Disability	(Letter from the Dr. Confirming the Disability)
*Black Ownership	(Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

T2.1.3 CIPC Document

Source Documents to be submitted with the Bid or RFQ

*CIPC Document (Company Registration Document will be required for verification (CIPC DOC))

*Woman (Originally Certified ID Document)

*Youth (Originally Certified ID Document)

*People with Disability (Letter from the Dr. Confirming the Disability)

*Black Ownership (Originally Certified ID Document)

T2.1.4 TAX CLEARANCE CERITFICATE

Tax Clearance Certificate or Unique Pin obtained from SARS to be inserted here]

T2.1.5 JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is our duly signed, Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

T2.1.6 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION

Attached hereto is my / our copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

T2.1.7 CIDB REGISTRATION CERTIFICATE

Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for you information.

T2.1.8 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR OCCUPATIONAL AND INJURIES DISEASES ACT (COIDA OR TENDER LETTER OBTAIN FROM DEPARTMENT OF LABOUR OR FEMA)REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of A LETTER OF goodstanding with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA / FEMA. If Joint Venture (JV) attach one for every service provider.

Note: Compulsory Enterprise Questionnaire must be completed by each member of a JV or consortium

Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			

Section 6: Record in the service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature		
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state			
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:			
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		

- Y a member of the board of directors of anymunicipal entity
- Y an official of any municipality or municipalentity

- Υ a member of an accounting authority of any national or provincial public entity
- Υ an employee of Parliament or a provincial legislature

T2.1.9 COMPULSORY ENTERPRISE QUESTIONNAIRE

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Name _____ Enterprise name _____	Date _____ Position _____
--	---

- Y a member of an accounting authority of any national or provincial public entity
- Y an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- v) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- vi) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- vii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- viii) confirms that I / we are not associated, linked or involved with any other bidding entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Date _____

Signed _____

Name _____ Position _____

Enterprise name _____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?
- YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
- YES/NO
- 2.2.1 If so, furnish particulars:
-
-
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
- YES/NO

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

- 2.3.1 If so, furnish particulars:
-
-

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

T2.1.15 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number.....chairperson of the Board of Directors of.....hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms.....acting in the capacity of....., was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of....., to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No.....			
ID No.....			
ID No.....			
ID No.....			

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorize Mr/Ms

.....

acting in the capacity of, to sign all

documents in connection with the tender for Contract No..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms

....., authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for

Contract No and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business
trading as

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

T2.1.16 RECORD OF ADDENDA TO THE TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

ID number

Position

Tenderer

T2.1.17 TENDERER'S FINANCIAL STANDING

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: _____

Name of Bank : _____

Branch : _____

Account number : _____

Type of account : _____

Telephone number : _____

Facsimile number : _____

Name of contact person (at bank : _____

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: _____

IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer)

DATE: _____

T2.1.18 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

T2.1.19 SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub contracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.
- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

T2.1.21 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 (*example attached hereafter*) before I could be allowed to proceed with any work under the contract.

SIGNATURE: _____

IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer)

DATE: _____

**T2.2.1 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND
QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant.

(PLEASE ATTACHED HERE)

T2.2.2 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects completed in the past 10 years. In support tenderers are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
A. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
B. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
C. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
D. 				
E. 				
F. 				

**T2.2.3 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND
RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION,
WORK COMPLETION & FINAL COMPLETION)**

Tenderer is to attach all letter of appointment and completion certificate corresponding to the project listed in T1.2

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME A:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 points)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in

the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME B:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in

the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME C:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

The Tenderer shall provide details of his performance on each of the previous projects listed in

the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME D:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

..... The Tenderer shall provide details of his performance on each of the previous projects listed in

the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME E:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.5 EVALUATION SCHEDULE: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Construction Manager, Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

(CVs are required only for site agent, contract or project manager and technician and foreman)

CV FOR CONTRACTS OR PROJECT MANAGER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u> 		
<u>Experience Record Pertinent to Required Service:</u> 		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)
(OWNER OF THE CV)

DATE:.....

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

INCUMBANT'S IDENTITY NUMBER (why different from the above)

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

T2.1

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

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PART C1 : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee (Pro Forma as per specific contract)

C.1.4 Adjudicators Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

A. Offer [Failure of a Tenderer to sign this form will invalidate the tender]

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement:

BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE. - BID NUMBER: DOE12NWER034

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:.....

Amount in Words:

.....
.....

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and

..... SIGNATURE(S) OF AUTHORISED BIDDERS(S) NAME: CAPACITY: DATE: ADDRESS CONTACT::	WITNESSES 3. 4.
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Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part C1 Agreements and Contract Data (which includes this Agreement)
- Part C2 Pricing Data, including the Schedule of Quantities
- Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature	Date
Name	
Capacity	
for the	
Employer	Independent Development trust
	
	
	
	
Name and	
Signature	
Of witness	Date

C. SCHEDULE OF DEVIATIONS

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

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

1 Subject

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Details

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2 Subject

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C1.2 CONTRACT DATA

INDEPENDENT DEVELOPMENT TRUST

BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.

C1.2 Contract Data for BID NO: DOE12NWER034

The Conditions of Contract are clauses of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2)** published by the Joint Building Contracts Committee together with IDT's Special Conditions of Contract.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011 315-4140), Master Builders Association (011 205-9000; 057 352-6269) South African Association of Consulting Engineers (011 463-2022) or South African Institute of Architects (051 447-4909; 011 486-0684; 053 831-2003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. Should there be any contradictions between the **Contract Data** and the JBCC Principal Building Agreement, the Contract Data shall take precedence.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Gazette Notice No.36190 of 25 February 2013

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Amendments
1.0	DEFINITIONS AND INTERPRETATION Clause 1.1 is deemed to be amended by the addition and amendments of the following: Change the Definition of "AGREEMENT" to read as follows: This JBCC Principal Building Agreement, the contractor's tender document accepted by the employer, the form of offer signed by the contractor, special conditions of contract, contract data and other contract documents. The completed JBCC® Principal Building Agreement and JBCC® contract data, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties Change the Definition of "BILLS OF QUANTITIES" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data. Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the intended date [CD] of possession of the site by the contractor and ending on the date of practical completion Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents The above has been removed from 6.2, due to the agreement definition which now includes contract document Change the definition of "PAYMENT CERTIFICATE" to read as follows: A certificate prepared at regular agreed intervals by the principal agent to the contractor certifying the value of work done and verified by the employer for payment, delivered to the employer and properly recorded on
Clause	Amendments
	delivery, and the certificate will only become due and payable once the employer has verified and signed the certificate. Note: The employer reserves the right to withhold or reject the certificate within ten (10) working days should there be a reason to do so, and the contractor may resort to the dispute resolution process should the rejection fails to be resolved. Change the Definition of "PRACTICAL COMPLETION" to read as follows: The stage of completion where the works or a section thereof, in the opinion of the principal agent, has been reached in accordance with C28 & C29 this is a different clause of the specific preliminaries and where the work on the practical completion list (and patent's list if applicable) has been completed and free of latent defects other than minor defects identified in the list for completion and can be used for the intended purpose and certified as complete by the principal agent. Change the Definition of "CONTRACT DRAWINGS" to read as follows: The drawings listed in the Scope of Works.

	Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance. Change the Definition of "INTEREST" to read as follows: The interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999). A monetary guarantee [CD] provided by the employer to the contractor, or vice versa, in terms of this agreement from which either party may recover expense and loss in the event of default Add the following to the list of definitions: SCHEDULE means the variables listed in the Contract Data. DATE OF SITE HANDOVER means the date the contractor is given possession of the site, which shall always be after the signing of the agreement and approval of the construction permits from the relevant authorities including Departments of Labour and Environmental Affairs and local municipality (where applicable). EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected. TENANT LIST means a list compiled by the tenant or in his absence the principal agent defining the incomplete or defective work to be rectified to achieve practical completion. Such list shall be scrutinised and endorsed by the principal agent and shall not be unreasonable in the context of his contract. CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
3.0	OFFER AND ACCEPTANCE Clause 3.3 deleted and replaced with the following:- 3.3 This agreement shall come into force on the date of signature of the contract by the employer and after all statutory requirements have been met, and continue to be of force and effect until the end of the latent defects liability period notwithstanding termination or the certification and final payment [22.0;29.0;25.0]

Clause	Amendments
4.0	CESSION AND ASSIGNMENT Clause 4.2 deleted and replaced with the following:- 4.2. The Contractor shall not consent to a nominated Subcontractor assigning or ceding rights or obligations in terms of this agreement without obtaining the prior written consent of the Principal Agent with written approval from the Employer Clause 4.3 deleted and replaced with the following:- 4.3. Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 , shall be obtained from the Employer prior to entering into such cession. Clause 4.0 is amended by adding the following new clauses: 4.4 Any cession entered into without the necessary written consent from either party, shall be null and void. 4.5 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System and in line with the IDT's SCM processes. 4.6 The contractor shall adhere to the list of subcontractors indicated in the returnable schedules. Any changes to the subcontractors and their subcontract work shall be approved by the client in writing. The contractor shall not subcontract more than 25% of the works to subcontractors whose BEE status is less than his at the time of appointment. Failure to comply with this shall constitute a breach of contract.
5.0	CONTRACT DOCUMENTS Clause 5.1 deleted and replaced with the following:- 5.1. The parties shall sign the original contract document and shall each be issued with the copy thereof. The original signed contract document shall be held by the Employer. Clause 5.6 deleted and replaced with the following:- 5.6. The contract documents shall be deemed to be mutually explanatory of one another. In the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents.

6.0	EMPLOYER'S AGENTS Clause 6.1 deleted and replaced with the following:- 6.1. The Employer warrants that the Principal Agent has authority and obligation to act and bind the Employer in terms of this agreement, subject to certain restrictions contained herein this document. Clause 6.4 deleted and replaced with the following:- 6.4. Where any agent fails to act in terms of delegated authority, the Contractor shall give notice to the Principal Agent and the Employer to respond to such default within five (5) working days or any agreed period. Where such default has not been responded to within the specified or the agreed period, the Contractor may give not less than 10 working days' notice of intention to suspend the works [28.0]. Clause 6.5 deleted and replaced with the following:-
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Clause	Amendments
	6.5 Where any agent fails to act or is unable to act, or ceases to be an agent, in terms of this agreement, the Employer shall appoint an interim agent within 10 working days from the date of the employer being aware of such event pending procurement of a replacement agent through normal employer's SCM processes.
9.0	INDEMITIES Clause 9.0 is amended by the addition of the following clause:- Clause 9.1.4. Physical loss or damage to an existing structure in the works that are the subject of the contract and to existing structures as well. Delete 9.2.7. Delete 9.2.10.
10.0	INSURANCES Clause 10.0 is amended by the addition of the following clauses to the end thereof: 10.12 Damage to the works (a) Without any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary. (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the works and to rebuild, restore, replace and/or repair the works. (c) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof. 10.13 Injury to Persons or loss of or damage to Properties (a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable (b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable. (c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost therefore from the contractor or to deduct the same from amounts due to the contractor. (d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.

Clause	Amendments
	(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed. (f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and execute the works. 10.14 High Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or dolomite formation the following will apply: 10.14.1 Damage to the works The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and hold harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, replace and/or repair the works, at the contractor's own costs. 10.14.2 Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction. 10.14.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.14.1 and 10.14.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works submit to the employer proof of such insurance policy, if requested to do so. 10.14.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the contractor's default of his obligations as set out in 10.14.1, 10.14.2 and 10.14.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered on indivisible whole.
11.0	SECURITY Delete clause 11.1.2. and replace with the following:-

Clause	Amendments
	11.1.2. The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fifteen (15) working days from the offer of appointment date and keep such security valid and enforceable until the final payment certificate has been issued to the contractor). Or Delete clause 11.1.3. and replace with the following:- 11.1.3 The Contractor shall furnish the employer with a fixed set of five per cent (5%) guarantee of the contract sum and a payment reduction of 5% of the value of each payment certificate up to a maximum of five per cent (5%) of the contract sum [25.3.3]. The contractor shall keep such security valid and enforceable until the final payment certificate has been issued. The contractor could release the retention at any stage of the contract by issuing a further construction guarantee of five percent (5%) of the contract sum. Amend clause 11.3 to read as following: 11.3 Where a contractor fails to provide the security for projects of value less than R5 million, the employer may: Amend clause 11.3.1 to read as follows: 11.3.1 Hand over the site to the contractor and withhold in interim payment certificates to the contractor an amount equal to ten percent (10%) of the contract sum. The amount withheld shall be reduced at practical completion [19.0] to five percent (5%) of the contract sum and to zero percent (0%) in the final payment certificate [25.6] Delete Clauses 11.1.4, 11.1.5, 11.2; 11.4; 11.5 Delete 11.7 and replace with the following 11.7. A security held by the employer shall be for the due fulfillment of the contractor's obligation in term of this agreement Delete clause 11.10 and replace with the following 11.10 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site. Clause 11.0 is amended by adding the following new clauses: 11.12 Within fifteen (15) working days of the date of final completion of the works the employer shall release all construction guarantees to the contractor. 11.13 Where the employer has a right of recovery against the contractor, the employer may issue a written demand in terms of the construction guarantee. 11.14 Construction guarantees shall only expire at final completion date. 11.15 The Employer, as an Organ of State, shall not be required to provide payment guarantees

12.0	DUTIES OF THE PARTIES Delete clause 12.1.1 Delete clause 12.1.10 Clause 12.0 is further amended by adding the following clauses: 12.4 The contractor shall: 12.4.1 Immediately on award of the contract and prior to the commencement on site, the contractor shall prepare a working programme covering the first month of the construction period. This working programme shall be prepared in conjunction with the principal agent and shall be subject to his approval.
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Clause	Amendments
	During the first month of the construction period the contractor shall prepare and draw up the programme for the balance of the works for approval by the principal agent 12.4.2 This programme shall be drawn up in accordance with the dates in the agreement for possession, sectional completion and practical completion and shall be in sufficient and approved detail to ensure control over the works. 12.4.3 The programme shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the principal agent. 12.4.4 Documentation will not be available in complete detail at the commencement stage. However the contractor, in conjunction with the principal agent, shall progressively plan the works on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the principal agent. The quantities contained in these bills of quantities are provisional and shall be utilized as a guide only for the drawing up of the programme. Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the programme. 12.4.5 The programme shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the principal agent. Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme. 12.4.6 The programme (including each revision thereof) shall be prepared in conjunction with the principal agent and shall be subject to his approval. The approval of the principal agent shall be deemed to be given on the basis that the contractor represents that the programme complies with the requirements of this agreement. The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme and the implementation thereof. The fact that a programme has been prepared in conjunction with the principal agent or approved by him shall not release or relieve the contractor from any of his obligations or responsibilities under this agreement. Without derogating from the foregoing, the contractor shall at all times bear the onus to demonstrate that the programme complies with the requirement of this agreement and, where applicable constitute an appropriate baseline programme for any purpose in connection with this agreement. 12.4.7 The contractor and the principal agent shall, at regular intervals not exceeding one month, assess the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time. 12.4.7 The contractor shall comply with his tendered subcontractors as stipulated in clause 4.6. 12.5 The contractor shall not remove, cut back or disturb trees and shrubs without a contract instruction from the principal agent. (Specific requirements of the employer must be described) 12.6 The contractor shall ensure that any relics, treasure or other articles of potential value found on the site remain the property of the employer and shall be handed over to the principal agent who shall be the sole arbiter of what is an article of value.

14.0	NOMINATED SUBCONTRACTORS Delete clause 14.1 and replace with the following 14.1 The principal agent and/or agents, on written instruction from the employer, shall: Delete clause 14.1.5 Amend clause 14.3 to read as follows:-
Clause	Amendments
	14.3 Where such subcontractor is not appointed by the contractor for the reasons stated (14.2), or where the appointment of a subcontractor has been terminated, another subcontractor shall be nominated and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 14.7.1 to read as follows:- The principal agent, on written instruction from the employer, shall instruct the contractor to appoint another nominated subcontractor (14.1.4) to complete the n/s subcontract works.
15.0	SELECTED SUBCONTRACTORS Amend clause 15.1 to read as follows:- The principal agent and/or agents, on written instruction from the employer, shall: Clause 15.1.2 deleted and replaced with: 15.1.2. Call for tenders from a list of tenderers agreed between the contractor, the principal agent and the employer 15.1.5. Delete Amend clause 15.4 to read as follows:- 15.4. Where such subcontractor is not appointed by the contractor for the reasons stated (15.3), or where the appointment of a subcontractor has been terminated, another subcontractor shall be chosen and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 15.7.1 to read as follows:- 15.7.1 The contractor shall appoint another selected subcontractor (15.1.4) to complete the n/s subcontract works in consultation with principal agent and/agents on written instruction from the employer
16.0	Amend clause 16.1.1 by adding the following sub-clause: 6.1.1.1 The employer will appoint direct contractors for the following direct contract work and the contractor shall be expected to accommodate them in his planning and execution of work: a) b)

17.0	CONTRACT INSTRUCTIONS Amend Clause 17.0 by adding the following sub clauses under clause 17.1.2 The word “substantially” in the main clause above is qualified by the following four sub clauses: 17.1.2.1 Quantity as per line item in fixed Bill of Quantity of more than 5%. 17.1.2.2. Variation in standards that result in rate adjustment within the BOQ of more than 5% 17.1.2.3. Variation in the design that varies the contract sum by more than 5% 17.1.2.4. Should any of the clauses 17.1.2.1-3 be triggered the employer must be notified within 24 hour of becoming aware of the change in writing. The 5% variance includes the exceeding or reduction of the amount as stated above. Amend clause 17.1.13 to read as follow: 17.1.13 Expenditure of budgetary allowances, prime cost amount and provisional sums will only be allowed with the express, explicit and unique written consent of the employer.
Clause	Amendments

19.0	PRACTICAL COMPLETION Amend Clause 19.0 by adding the following clauses: 19.4.1. In the event of failure as contemplated in the main clause, The employer reserves the right to issue a practical completion list in excess of the principal agent list or in replacement thereof. 19.4.2. No default Practical completion will be deemed to be given, in light of sub clause 19.4.1 19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply: 19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will, in the opinion of the principal agent, cause disruption, will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent. 19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve practical completion and completion certificate shall be invalid if one of them is missing: a) A certificate from the contractor that all aspects of the construction regulations of 2003 have been complied with. b) A certificate from the contractor that the National Building Regulations have been complied with c) An occupancy certificate d) occupational Health and Safety certificate e) A certificate of compliance with respect to plumbing and drainage f) An electrical certificate of compliance g) A certificate of compliance with respect to all glazing h) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively. i) A galvanizing and painting guarantee. j) All mechanical certificate of compliance. k) All structural certificate of compliance. l) A palisade certificate of compliance. m) A smoke extraction certificate of compliance. n) A fire signage certificate of compliance. o) A tiling certificate of compliance. p) A waterproofing certificate of compliance. q) A generator guarantee. r) Commissioning reports s) Maintenance and operational manuals t) Training of end users on equipment, etc. u) Any other applicable guarantees. 19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation, a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor. Delete Clause 19.6 and replace with the following clauses: 19.6 Notwithstanding anything to the contrary contained in the contract, should the contractor in the opinion of the principal agent not have achieved practical completion of any area of the works, the employer may, notwithstanding the contractor's ongoing responsibilities, take possession of any such area and such possession by the employer shall not in any way be construed that practical completion has been achieved. In such event, the principal agent shall give written notice to the contractor that the employer is taking immediate possession of any particular area/s without practical completion having been achieved in order to mitigate the employer's damages and exposure to loss or expense.
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Clause	Amendments
	19.6.1 In the event of the Employer taking occupation of the works or part thereof prior to practical completion being achieved, but on or after the date for practical completion, the employer shall: (a) Have the principal agent issue a practical completion list(s) prior to such occupation (b) Grant the contractor thereafter all reasonable access to expeditiously attend to the items on the practical completion list(s) Add clause 19.9 to Clause 19.0 to read as follows: 19.8 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent. The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained.
22.0	LATENT DEFECT LIABILITY PERIOD Amend Clause 22.1 to read as follow: 22.1 The latent defect liability period for the works shall commence at the start of the construction period and end 10 years from the certified date of final completion. Amend 22.2.1 to read as follow: 22.2.1 Where termination of this agreement occurs before the date of final completion, the latent defect liability period shall end 10 Years from the date of termination (29.10; 29.23) for the completed portion of the works only. Delete clause 22.2
23.0	REVISION OF THE DATE FOR PRACTICAL COMPLETION Amend 23.2 to read as follow: 23.2 The contractor is entitled to a revision of the date for practical completion with an adjustment of the contract value (26.0) by the principal agent subject to a written approval from the employer, for a delay to practical completion caused by one or more of the following events:- Amend 23.7 to read as follow: 23.7. The principal agent shall, within twenty (20) working days of receipt of the claim, with the written consent of the employer, grant in full, reduce, refuse the working days claimed, and:

25.0	PAYMENT Amend 25.1. to read as follow: 25.1 The contractor shall cooperate with and assists the employer and Principal agent in the preparation of the cash flow statement and payment valuation by providing all required document and quantified amount of work duly executed. Where the contractor has not provided such information the principal agent shall make a fair estimate of the work executed. Amend Clause 25.0 by adding the following sub clauses under clause 25.1:
Clause	Amendments
	25.1.1. The principal agent shall prepare in full the payment certificate for signature and effect by the employer as stipulated in the contract. No payment certificate will be concluded and effected without the employer's authorized signature on the certificate. 25.1.2. No payment certificate will be effected without the employer's authorized signature on the certificate. 25.1.3 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Contractor, should it become aware that the tax clearance certificate has expired. 25.1.4 The Contractor shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate. Amend clause 25.4.4 to read as follows: 25.4.4 Default interest, where applicable, shall only be effective after the 30 calendar days from the date of submission of undisputed payment certificate and Contractor Invoice to the employer at the rate of repo rate plus 3%. 25.4.5. Delete Amend 25.7 to read as follow: 25.7 The Employer shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the Contractor the amount certified in an interim payment certificate within thirty (30) calendar days from the date of submission of undisputed payment certificate to the employer after verification, unless there is an objection of the certificate by the employer. <i>The employer cannot reject a certificate once the employer signs it.</i> Amend Clause 25.9 by adding the following sub clauses: 25.9.1 The employer shall only be liable for the payment for materials and/or goods on site if ownership is proven by the contractor (paid in full) and such ownership shall pass on to the employer upon payment. 25.9.2 The employer shall only be liable for the payment for materials and/or goods offsite if ownership is proven by the contractor (paid in full) and the contractor submits a bank guaranteed cheque of the value of materials and/or goods in favour of the client and such ownership shall pass on to the employer upon payment.

26.0	ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT Add the followings sub clauses to clause 26.1. 26.1.1. Upon receipt of the change request, the Principal Agent must professionally consider the merits of the change request and make a recommendation to the employer. 26.1.2. The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
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Clause	Amendments
	26.1.3. The Employer must communicate the approval of the change request in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the change request, issue the necessary Contract Instruction to the contractor to undertake the works. 26.1.4. The Contractor shall not commence with any change request Works without proof of the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 26.1.2 above. 26.1.5 Should the Contractor undertakes the change request Works without the necessary written approval of the change request from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor. 26.1.6. The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent. Amend clause 26.7 to read as follow: 26.7 The principal agent, in consultation with the employer, shall assess the claim and on approval by the employer, shall adjust the contract value within twenty (20) working days of receipt of such details.
27.0	RECOVERY OF EXPENSE AND/OR LOSS 27.1.4. Delete
28.0	SUSPENSION BY THE CONTRACTOR Amend clause 28.1. to read as follow: 28.1 The contractor may give fourteen (14) Working days' notice to the employer and the principal agent of the intention to suspend the works where the employer and the principal agent have failed to: Add the followings clause to clause 28.0: 28.5. The date of resumption of works shall be the date on which the default has been remedied by the employer.

29.0	TERMINATION Clause 29.1.1 is amended by the addition of the following sub-clauses: 29.1.1a The contractor refuses or neglects to comply strictly with any of the conditions of contract. 29.1.1b The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa. 29.1.1c The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
Clause	Amendments
	29.1.1d The contractor fails to perform in terms of the agreement or the employer on reasonable ground believe that the contractor may not be able to comply with his obligation. Amend 29.10 to read as follow: 29.10 The latent defect liability period for the completed portion of the works shall end (22.2.1) 10 years from the date of termination. Amend 29.23 to read as follow: 29.23 The latent defect liability period for the completed portion of works shall end 10 years from the date of termination (22.2.2).
30.0	DISPUTE RESOLUTION Delete clauses 30.3, 30.4, 30.5 and 30.6

Contract Agreement

Clause Number	Contract Agreement
41.0	41.0 POST TENDER PROVISIONS 41.1 All information provided in this section requires consultation with the parties to the agreement. 41.2 The completed Contract Data - Employer and Contractor data - Contractor addenda and such other pertinent documents as listed below shall form part of this agreement: 41.3 The dispute resolution body selected by the parties is: <u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u> 41.4 The employer shall provide a Payment Guarantee (amount) N/A 41.5 An annual building industry holiday period is applicable (yes/no) YES 41.6 Further provisions and information agreed by the parties: _____ _____ _____ _____
42.0	42.0 CONTRACTUAL AGREEMENT 42.1 This agreement is the entire (special conditions?) contract between the parties regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties. 42.2 Contracting Parties (1) Employer : THE INDEPENDENT DEVELOPMENT TRUST Physical Address : North West Regional Office 4071 Joule Street Industrial Site Mmabatho, 2735 Telephone : (018) 389 3000 Fax : (086) 656 4152 E-mail : permyk@idt.org.za TAX / Vat Registration no : 458 014 7876

Clause Number	Contract Agreement		
	(2) Contractor : Physical Address : Telephone : Fax : E-mail : TAX / Vat Registration no : 42.3 The accepted contract sum (inclusive of tax) (amount) (In words) _____ _____ _____ 42.4 Signature of the contracting parties: Thus done and signed at _____ on _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> _____ Name of signatory _____ Capacity of signatory Thus done and signed at _____ on _____ _____ Name of signatory _____ Capacity of signatory </td> <td style="width: 50%; vertical-align: top;"> _____ For and on behalf of the employer who by signature hereof warrants authorisation hereto _____ As Witness (1) _____ For and on behalf of the contractor who by signature hereof warrants authorisation hereto _____ As Witness (2) </td> </tr> </table>	_____ Name of signatory _____ Capacity of signatory Thus done and signed at _____ on _____ _____ Name of signatory _____ Capacity of signatory	_____ For and on behalf of the employer who by signature hereof warrants authorisation hereto _____ As Witness (1) _____ For and on behalf of the contractor who by signature hereof warrants authorisation hereto _____ As Witness (2)
_____ Name of signatory _____ Capacity of signatory Thus done and signed at _____ on _____ _____ Name of signatory _____ Capacity of signatory	_____ For and on behalf of the employer who by signature hereof warrants authorisation hereto _____ As Witness (1) _____ For and on behalf of the contractor who by signature hereof warrants authorisation hereto _____ As Witness (2)		

Clause Number	Contract Agreement	
	Details of Witness (1) Name: _____ Address: _____ _____ _____	Details of Witness (2) Name: _____ Address: _____ _____ _____

C1.2.1 Special Conditions of Contract

INTRODUCTION

WHEREAS, the Independent Development Trust (“IDT”) made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition 6.2 @ May 2018 (hereinafter referred to as “Main Agreement”) and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

a) ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

1.1 JOINT VENTURE AGREEMENT

- 1.1.1** Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 1.1.2** Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in clause 5.4 of the Special Condition of the Principal Contract, the IDT shall be entitled to cancel the contract with immediate effect.
- 1.1.3** Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

b) SUBCONTRACTING

- 1.1** A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level than the person (service provider) concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 1.2** Service provider awarded the project shall subcontract not less than 15% of the contract value to Black-owned local firms with preferably women, youth and people with disability

c) LOCAL ENTERPRISE

Service provider awarded the project shall purchase at least 5% of the materials locally where available.

d) TRAINING

Service provider awarded the project may train local labour on life skills, on the job and accredited certification in e.g. plumbing etc.

e) INSURANCES

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 100% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

f) SITE AND ACCESS AND WORKING HOURS

Clauses 16.0, 16.1 and 16.6 amended to read as follows:

“the site of the works is regarded a National Key Point within which the contractor shall have restricted access to the site on being given possession to fulfill his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.

The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.

The contractor shall comply with the employers' rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.”

g) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related p&g will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in

accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly the full amount of the fixed portion of the p&g will be paid only once the successful contractor has fully complied with deliverables under this section.

h) FINAL PAYMENT

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

i) AMBIGUITY OR DISCREPANCY

If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

all risks insurance - especially with the current weather conditions - we need to ensure that all contracts are insured.

SIGNATURE OF THE PARTIES

Signed at Pretoria on this the day of**2021**

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**
.....
in his/her capacity as Acting Regional
General Manager

2. _____

For and on behalf of the **Employer:**
.....
in his/her capacity as the Programme
Manager.

Signed at Pretoria on this the day of**2021**

AS WITNESSES:

1. _____

3. _____

For and on behalf of the **Service
provider:**
.....
in his/her capacity as Director, who
hereby confirm that he/she is duly
authorised hereto.

C1.3 FORM OF GUARANTEE

C1.3 FORM OF GUARANTEE

BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.

Contract No.:

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security byway of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said

Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of (not exceeding 10% of the Contract Sum) in

_____ (R_____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____ day of _____ 20_____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of

Address _____

C1.4 ADJUDICATOR'S AGREEMENT

C1.4: Adjudicator's Agreement

This agreement is made on the.....day of 20.....between the Employer

(name of company / organisation)

of (address)

..... and the Contractor

(name of company / organisation) of

(address)

..... (hereinafter called **the Parties**)

and

(name)

of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

.....

for (contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request

of either Party.

6. **SIGNED by:**

(Signature):(Signature):(Signature):

Name:.....Name:.....Name:

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
and on behalf of the presence
of

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **Second Party**
presence of

the **Adjudicator** in the presence
of

Witness: **Witness:** **Witness:**
(Signature):(Signature):(Signature):

Name:.....Name:.....Name:

Address:.....Address:.....Address:

.....

Date:.....Date:.....Date:

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

Refer Overleaf:

**C.1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:
;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

TENDER: APPOINTMENT

BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE. – BID NUMBER: DOE12NWER034

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2

above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6 Waiver of Lien

Refer Overleaf:



Waiver of Contractor's Lien

for use with the JBCC Principal Building
or JBCC Minor Works Agreements

DEFINITIONS

Contractor_____

Employer_____

Agreement_____
(Principal Building Agreement
or Minor Works Agreement)

Works (description)_____

Site_____
(property title deed description)

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

This waiver shall only come into effect on provision by the Employer of a Payment Guarantee for fulfilment of his obligations in terms of the identified Agreement

Thus done and signed at_____on

Name of signatory

Capacity of signatory

As witness

For and on behalf of the Contractor who by
signature hereof warrants authorisation hereto

JBCC Series 2000 □ Code 2121 July 2007

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2: PRICING DATA

C2.1 Pricing Instructions

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition Revised), 2015. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for BIDs. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.

- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
- 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized 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.

- 21 The bidder is to acquaint himself as to the specific requirements of this BID as contained in additional clauses B15 of the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the bidder to allow for these requirements
- 22 The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage factor given in Table 2 in the Standard for the applicable class of construction works. This is indicated by the percentage factor in the Final Tender Summary section. Minimum Contract Skills Development Goal (CSDG) sum = General Building GB (0.50%) x Subtotal of the tender amount

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is R65,7m x 0.5% = R328 500.

- 23 The Employer shall determine the amount to be paid to the Enterprise Development Co-Ordinator for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&G's).

The contractor shall be paid as follows: These are recommended rates, client may change depending on the location of the project, complexity etc.). These rates must be stated by the client in the P&Gs so that all tenderers have the same rate and not result in a tenderer being disadvantaged.

Needs analysis and enterprise development plan per Targeted Enterprise - R5000.00 (five thousand rands) per targeted enterprise.

Mentoring and interim reporting per Targeted Enterprise - R20 000.00 (twenty thousand rands) per quarter; and

Project completion report per Targeted Enterprise - R5000.00 (five thousand rands) per targeted enterprise.

- 24 **Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications**

The employer shall include the following statement in the pricing assumptions:

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added

to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

25 Payment to the contractor for supervision and mentoring Part/Full Occupational qualification and Trade qualifications learners

The employer shall make no provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule for the training of part/full time occupational learners and/or trade qualification learners.

C2.2 BILL OF QUANTITIES

Brought Forward vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, 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) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder" <u>A1 DEFINITIONS AND INTERPRETATION</u> Clause 1.0 Clause 1.1 Definition of "Commencement Date" is added: "Commencement date" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following: "Construction guarantee" means guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following: "Construction period" means the period commencing on the commencement date and ending on the date of practical completion Clause 1.1 Definition of "Corrupt Practice" is added: "Corrupt Practice" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution Clause 1.1 Definition of "Fraudulent Practice" is added:	R
Carried Forward Section No. 1 Bill No. 1 Preliminaries	R

	Brought Forward "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open Clause 1.1 Definition of "Interest" is amended by replacing it with the following: "Interest" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999). Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following: "Principal Agent" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule. Clause 1.1 Definition of "Security" is amended by replacing it with the following: "Security" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax" Clause 1.6.4 is amended by replacing it with the following: No clause 1 Fixed:_____ Value related:_____ Time related:_____ Carried Forward Section No. 1 Bill No. 1 Preliminaries	Item	R	
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Brought Forward			R
<u>OBJECTIVE AND PREPARATION</u>			
<u>A2 OFFER, ACCEPTANCE AND PERFORMANCE</u>			
<u>Clause 2.0</u>			
2	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A3 DOCUMENTS</u>			
<u>Clause 3.0</u>			
Clause 3.2.1 is amended by replacing "14.1" with "14.0"			
Clause 3.7 is amended by the addition of the following:			
The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"			
3	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A4 DESIGN RESPONSIBILITY</u>			
<u>Clause 4.0</u>			
Clause 4.3 is amended by replacing it with the following: No clause			
4	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A5 EMPLOYERS AGENTS</u>			
<u>Clause 5.0</u>			
Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8			
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward			R
5	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>A6 SITE REPRESENTATIVE</u>			
<u>Clause 6.0</u>			
6	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>A7 COMPLIANCE WITH REGULATIONS</u>			
<u>Clause 7.0</u>			
Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification			
7	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>A8 WORKS RISK</u>			
<u>Clause 8.0</u>			
8	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>A9 INDEMNITIES</u>			
<u>Clause 9.0</u>			
9	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>A10 WORKS INSURANCES</u>			
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward Clause 10.0 The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract General insurances (clause 10 10.5 Damage to the Works Clause 10.0 is amended by the addition of the following clauses (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary. (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works (c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6 (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof Carried Forward Section No. 1 Bill No. 1 Preliminaries	R R
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Brought Forward <u>10.6 Injury to Persons or loss of or damage to Properties</u> (a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable (b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable (c) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion (d) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed (e) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works	R
Carried Forward Section No. 1 Bill No. 1 Preliminaries	R

Brought Forward

R

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

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

10.7.2 Injury to persons or loss of or damage to property

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

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

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

Brought Forward		R
10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so. 10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.		
10	Fixed: _____ Value related: _____ Time related: _____ <u>A11 LIABILITY INSURANCES</u> <u>Clause 11.0</u>	Item
11	Fixed: _____ Value related: _____ Time related: _____ <u>A12 EFFECTING INSURANCES</u> <u>Clause 12.0</u>	Item
12	Fixed: _____ Value related: _____ Time related: _____ <u>A13. No clause</u>	Item
13	Fixed: _____ Value related: _____ Time related: _____ <u>A14 SECURITY</u>	Item
Carried Forward		R
Section No. 1 Bill No. 1 Preliminaries		

Brought Forward <u>Clause 14.0</u> Clauses 14.1 - 14.8 are amended by replacing them with the following: 14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor 14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5 or 14.6, as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected. 14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected: 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor 14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor	R
Carried Forward Section No. 1 Bill No. 1 Preliminaries	R

Brought Forward 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor 14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor 14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party 14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected: 14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender 14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring 14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee 14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected: 14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)	R
Carried Forward Section No. 1 Bill No. 1 Preliminaries	R

	Brought Forward 14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion 14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring 14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both 14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor 14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both 14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement 14 Fixed:_____ Value related:_____ Time related:_____ <u>EXECUTION</u> Carried Forward Section No. 1 Bill No. 1 Preliminaries	Item	R	
			R	

Brought Forward			R
<u>A15 PREPERATION FOR AND EXECUTION OF THE WORKS</u>			
<u>Clause 15.0</u>			
Clause 15.1.1 is amended by replacing it with:			
No clause			
Clause 15.1 is amended by the addition of the following clause:			
15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date			
Clause 15.2.1 is amended by replacing it with the following clause:			
Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4			
15	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A16 ACCESS TO THE WORKS</u>			
<u>Clause 16.0</u>			
16	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A17 CONTRACT INSTRUCTIONS</u>			
<u>Clause 17.0</u>			
17	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A18 SETTING OUT OF THE WORKS</u>			
Carried Forward			R
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Brought Forward

Clause 18.0

The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments

The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.

18 Fixed:_____ Value related:_____ Time related:_____

Item

A19 ASSIGNMENT

Clause 19.0

19 Fixed:_____ Value related:_____ Time related:_____

Item

A20 NOMINATED SUB-CONTRACTORS

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums

20	Fixed:_____ Value related:_____ Time related:_____
----	--

Item

A21 SELECTED SUBCONTRACTORS

Carried Forward

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R

R

		Brought Forward			R
	<u>Clause 21.0</u>				
21	Fixed:_____ Value related:_____ Time related:_____	Item			
	<u>A22 EMPLOYER'S DIRECT CONTRACTORS</u>				
	<u>Clause 22.0</u>				
	The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.				
22	Fixed:_____ Value related:_____ Time related:_____	Item			
	<u>A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</u>				
	<u>Clause 23.0</u>				
23	Fixed:_____ Value related:_____ Time related:_____	Item			
	<u>COMPLETION</u>				
	<u>A24 PRACTICAL COMPLETION</u>				
	<u>Clause 24.0</u>				
24	Fixed:_____ Value related:_____ Time related:_____	Item			
	<u>A25 WORK'S COMPLETION</u>				
	<u>Clause 25.0</u>				
25	Fixed:_____ Value related:_____ Time related:_____	Item			
		Carried Forward			R
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Brought Forward		R
<u>A26 FINAL COMPLETION</u>		
<u>Clause 26.0</u>		
Clause 26.1.2 is amended by inserting # next to 26.1.2		
26	Fixed: _____ Value related: _____ Time related: _____	Item
<u>A27 LATENT DEFECTS LIABILITY PERIOD</u>		
<u>Clause 27.0</u>		
27	Fixed: _____ Value related: _____ Time related: _____	Item
<u>A28 SECTIONAL COMPLETION</u>		
<u>Clause 28.0</u>		
28	Fixed: _____ Value related: _____ Time related: _____	Item
<u>A29 REVISION OF DATE FOR PRACTICAL COMPLETION</u>		
<u>Clause 29.0</u>		
Clause 29.1.1 shall be deemed to be omitted and replaced by the following:		
Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calender month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project		
It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above		
29	Fixed: _____ Value related: _____ Time related: _____	Item
<u>A30 PENALTY FOR NON-COMPLETION</u>		
Carried Forward		R
Section No. 1 Bill No. 1 Preliminaries		

	Brought Forward		R
30	<u>Clause 30.0</u> Fixed:_____ Value related:_____ Time related:_____ <u>PAYMENT</u> <u>A31 INTERIM PAYMENT TO THE CONTRACTOR</u> <u>Clause 31.0</u> Interim payment to the contractor (clause 31) Clause 31.5.2 is amended by replacing "14.7.1" with "14.0" Clause 31.8 is amended by replacing it with the following two alternative clauses: <u>Alternative A</u> 31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion 31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion 31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6 31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate	Item	
	Carried Forward		R
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	Brought Forward		R
	<u>Alternative B</u> 31.8(B) Where security is a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion. 31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion. 31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6 31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate. Clause 31.9 is amended by replacing "seven (7) calender days" with "thirty (30) calender days" and by deleting the words "subject to the contractor giving the employer a tax invoice for the amount due Clause 31.12 is amended by deleting the following: Payment shall be subject to the employer giving the contractor a tax invoice for the amount due <u>A32 ADJUSTMENT TO THE CONTRACT VALUE</u> <u>Clause 32.0</u> Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the contractor"		
31	Fixed:_____ Value related:_____ Time related:_____	Item	
	Carried Forward		R
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Brought Forward		R	
<u>A33 RECOVERY OF EXPENSE AND LOSS</u>			
<u>Clause 33.0</u>			
32	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>A34 FINAL ACCOUNT AND FINAL PAYMENT</u>			
<u>Clause 34.0</u>			
Clause 34.1 is amended by removing # next to 34.1			
Clause 34.2 is amended by inserting # next to 34.2			
Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reductions has been applied in terms of 14.7.1"			
Clause 34.13 is amended by replacing "seven (7) calendar days" with "thirty (30) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"			
33	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>A35 PAYMENT TO OTHER PARTIES</u>			
<u>Clause 35.0</u>			
34	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>CANCELLATION</u>			
<u>A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</u>			
Carried Forward		R	
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward		R	
<u>Clause 36.0</u>			
Clause 36.1 is amended by the addition of the following : 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer" Clause 36.0 is amended by the addition of the following clause: 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
35	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A37 TERMINATION BY EMPLOYER - LOSS AND DAMAGE</u>			
<u>Clause 37.0</u>			
36	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</u>			
Carried Forward		R	
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Brought Forward		R
<u>Clause 37.0</u>		
Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)".		
Clause 37.0 is amended by the addition of the following clause:		
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.		
37	Fixed: _____ Value related: _____ Time related: _____	Item
<u>A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</u>		
<u>Clause 38.0</u>		
Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"		
Clause 38.0 is amended by the addition of the following clause:		
38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.		
38	Fixed: _____ Value related: _____ Time related: _____	Item
Carried Forward		R
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Brought Forward

R

A39 CANCELLATION - CESSATION OF THE WORKS

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one ☐ hundred and twenty (120) working days of completion of such report"

39 Fixed: _____ Value related: _____ Time related: _____

Item

DISPUTE

A40 DISPUTE SETTLEMENT

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:
No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs

40 Fixed: _____ Value related: _____ Time related: _____

Item

SUBSTITUTE PROVISIONS

A41 STATE CLAUSES

Clause 41.0

41 Fixed: _____ Value related: _____ Time related: _____

Item

CONTRACT VARIABLES

Carried Forward

R

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Brought Forward		R
<u>THE SCHEDULE (C1.2 CONTRACT DATA)</u>		
<u>A42 PRE-TENDER INFORMATION</u>		
<u>Clause 42.0</u>		
Tenderers are referred to the notes to tenderers for variables pertaining to this contract.		
42	Fixed: _____ Value related: _____ Time related: _____	Item
<u>A42 POST-TENDER INFORMATION</u>		
<u>Clause 42.0</u>		
The required post-tender information shall be inserted in the agreement after consultation with the contractor		
43	Fixed: _____ Value related: _____ Time related: _____	Item
<u>SECTION B: JBCC PRELIMINARIES</u>		
<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
<u>B1.1 Definitions and interpretation</u>		
See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section.		
44	Fixed: _____ Value related: _____ Time related: _____	Item
<u>B2.0 DOCUMENTS</u>		
<u>B2.1 Checking of documents</u>		
45	Fixed: _____ Value related: _____ Time related: _____	Item
<u>B2.2 Provisional bills of quantities</u>		
46	Fixed: _____ Value related: _____ Time related: _____	Item
Carried Forward		R
Section No. 1 Bill No. 1 Preliminaries		

Brought Forward		R
<u>B2.3 Availability of construction documentation</u>		
47	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B2.4 Interests of agents</u>		
48	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B2.5 Priced documents</u>		
49	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B2.6 Tender submission</u>		
Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)".		
50	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B3.0 THE SITE</u>		
<u>B3.1 Defined works area</u>		
The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the Principal Agent on handing over of the site		
51	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B3.2 Geotechnical investigation</u>		
52	Fixed:_____ Value related:_____ Time related:_____	Item
<u>B3.3 Inspection of the site</u>		
Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission		
53	Fixed:_____ Value related:_____ Time related:_____	Item
Carried Forward		R
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	Brought Forward		R	
	<u>B3.4 Existing premises occupied</u>			
54	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B3.5 Previous work - dimensional accuracy</u>			
55	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B3.6 Previous work - defects</u>			
56	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B3.7 Services - known</u>			
57	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B3.8 Services - unknown</u>			
58	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B3.9 Protection of trees</u>			
59	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B3.10 Articles of value</u>			
60	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B3.11 Inspection of adjoining properties</u>			
61	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B4.0 MANAGEMENT OF CONTRACT</u>			
	<u>B4.1 Management of the works</u>			
62	Fixed: _____ Value related: _____ Time related: _____	Item		
	Carried Forward		R	
	Section No. 1			
	Bill No. 1			
	Preliminaries			

Brought Forward			R
<u>B4.2 Programme for the works</u>			
63	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B4.3 Progress meetings</u>			
64	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B4.4 Technical meetings</u>			
65	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B4.5 Labour and plant records</u>			
66	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>			
<u>B5.1 Samples of materials</u>			
67	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B5.2 Workmanship samples</u>			
68	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B5.3 Shop drawings</u>			
69	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B5.4 Compliance with manufacturers instructions</u>			
70	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B6.0 TEMPORARY WORKS AND PLANT</u>			
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

	Brought Forward		R	
	<u>B6.1 Deposits and fees</u>			
71	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B6.2 Enclosure of the works</u>			
72	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B6.3 Advertising</u>			
73	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B6.4 Plant, equipment, sheds and offices</u>			
74	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B6.5 Main notice board</u>			
75	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B6.6 Subcontractors notice board</u>			
76	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B7.0 TEMPORARY SERVICES</u>			
	<u>B7.1 Location</u>			
77	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B7.2 Water</u>			
78	Fixed:_____ Value related:_____ Time related:_____	Item		
	<u>B7.3 Electricity</u>			
79	Fixed:_____ Value related:_____ Time related:_____	Item		
	Carried Forward		R	
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	Brought Forward		R	
	<u>B7.4 Telecommunication facilities</u>			
80	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B7.5 Ablution facilities</u>			
81	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B8.0 PRIME COST AMOUNTS</u>			
	<u>B8.1 Responsibility for prime cost amounts</u>			
82	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>			
	<u>B9.1 General attendance</u>			
83	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B9.2 Special attendance</u>			
84	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B9.3 Commissioning - fuel, water and electricity</u>			
85	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B10.0 FINANCIAL ASPECTS</u>			
	<u>B10.1 Statutory taxes, duties and levies</u>			
	Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)			
86	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B10.2 Payment for preliminaries</u>			
87	Fixed: _____ Value related: _____ Time related: _____	Item		
	Carried Forward		R	
	Section No. 1			
	Bill No. 1			
	Preliminaries			

Brought Forward			R
<u>B10.3 Adjustment of preliminaries</u>			
Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "in his priced bills of quantities / lump sum document submitted with his tender offer".			
88	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B10.4 Payment certificate cash flow</u>			
89	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B11. GENERAL</u>			
<u>B11.1 Protection of the works</u>			
90	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B11.2 Protection / isolation of existing / sectionally occupied works</u>			
91	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B11.3 Security of the works</u>			
92	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B11.4 Notice before covering work</u>			
93	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>11.5 Disturbance</u>			
94	Fixed:_____ Value related:_____ Time related:_____	Item	
<u>B11.6 Environmental disturbance</u>			
95	Fixed:_____ Value related:_____ Time related:_____	Item	
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward			R
<u>B11.7 Works cleaning and clearing</u>			
96	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>B11.8 Vermin</u>			
97	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>B11.9 Overhand work</u>			
98	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>B11.10 Instruction manuals and guarantees</u>			
99	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>B11.11 As built information</u>			
100	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>B11.12 Tenant installations</u>			
101	Fixed: _____ Value related: _____ Time related: _____	Item	
<u>B12. SCHEDULE OF VARIABLES</u>			
<u>B12.1 Schedule of variables</u>			
This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries. Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.			
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward <u>12.1 PRE TENDER INFORMATION</u> <u>12.1.1 Provisional Bills of Quantities</u> [2.2] The quantities are provisional YES <u>12.1.2 Availability of construction documentation</u> [2.3] Construction of documentation is complete YES <u>12.1.3 Interest of agents</u> [2.4] Details: NIL <u>12.1.4 Defined works area</u> [3.1] Details: The work area will be pointed out to the contractor by the principal agent to the contractor who will sign written acknowledgement therefore before commencing operations. <u>12.1.5 Geotechnical investigation</u> A Geotechnical Investigation Report is included in this document. <u>12.1.6 Existing premises occupied</u> [3.4] Specific requirements: The premises will be in use and occupied during the course of this contract. The contractor shall execute the works in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes. <u>12.1.7 Previous work - dimensional accuracy</u> The contractor shall, within reasonable period after taking possession of the site, but not exceeding ten (10) percent of the construction period or twenty (20) working days whichever is the lesser, check existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the principal agent and request a contract instruction regarding any dimensional inaccuracy found in work previously executed Carried Forward Section No. 1 Bill No. 1 Preliminaries	R
	R

Brought Forward <u>12.1.8 Previous work - defects</u> The contractor on becoming aware of a defect in work previously executed shall forthwith notify the principal agent requesting a contract instruction regarding such defect <u>12.1.9 Services - known</u> Existing services and points of connection are shown on the site plan or will be pointed out on the site by the principal agent <u>12.1.10 Protection of trees</u> [3.9] Specific requirements: Only those trees and shrubs indicated as such on the drawings shall be removed or cut back. The remainder of the trees and shrubs shall be left undamaged. <u>12.1.11 Inspection of adjoining properties</u> The contractor shall make his own arrangements with the owners of adjoining properties in order to execute the works <u>12.1.12 Enclosure of the works</u> The contractor shall erect, maintain and remove on completion, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others <u>12.1.13 Offices</u> The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitable insulated and ventilated, provided with electric lighting, and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times	R
Carried Forward Section No. 1 Bill No. 1 Preliminaries	R

Brought Forward <u>12.1.14 Main notice board</u> [6.5] Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering. <u>12.1.15 Subcontractors' notice board</u> [6.6] Specific requirements: NIL <u>12.1.16 Water</u> [7.2] Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by b employer - metered) NO <u>12.1.17 Electricity</u> [7.3] Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by b employer - metered)NO <u>12.1.18 Telecommunications</u> [7.4] Telephone NO Facsimile NO E-mail YES	R
Carried Forward Section No. 1 Bill No. 1 Preliminaries	R

Brought Forward <u>12.1.19 Ablution facilities</u> [7.5] Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by employer - metered) NO <u>12.1.20 Protection of existing/sectionally occupied works</u> [11.2] Protection is required YES <u>12.1.21 Special attendance</u> [9.2] Subcontractor (1) details:Subcontractor (2) details:Subcontractor (3) details:Subcontractor (4) details: <u>12.1.22 Protection of works</u> [11.1] Specific requirements:N/A <u>12.1.23 Disturbance</u> [11.5] Specific requirements:The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent. <u>12.1.24 Environmental disturbance</u> [11.6] Specific requirements:N/A <u>12.2 POST-TENDER INFORMATION</u> <u>12.2.1 Payment of preliminaries</u> [10.2] Option A (pro-rated) YES/NO Option B (calculates)YES/NO <u>12.2.2 Adjustment of preliminaries</u> [10.3] Option A (three categories) YES/NO Option B (detailed breakdown) YES/NO Carried Forward Section No. 1 Bill No. 1 Preliminaries	R R
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Brought Forward

12.2.3 Additional agreed preliminaries items

Details: N/A

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item.

C1 CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent

102 Fixed:_____ Value related:_____ Time
related:_____

C2 GENERAL PREAMBLES

These tender documents "General Specification (PW 371-A) July 2013" and "Particular Specification (PW 371-B) July 2013" which are both obtainable on Public Works website alternatively a copy can be e-mailed on request from the Quantity Surveyor offices, 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. No claim arising from brevity of description of items fully described in the said Preambles for Trades will be entertained

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles

Carried Forward

Section No. 1
Bill No. 1
Preliminaries

R

Item

R

	Brought Forward		R
	The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles		
103	Fixed:_____ Value related:_____ Time related:_____	Item	
	<u>C3 TRADE NAMES</u>		
	Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders.If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.		
104	Fixed:_____ Value related:_____ Time related:_____	Item	
	<u>C4 IMPORTED MATERIALS AND EQUIPMENT</u>		
	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer). Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).		
105	Fixed:_____ Value related:_____ Time related:_____	Item	
	<u>C5 VIEWING THE SITE IN SECURITY AREAS</u>		
	The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes.		
	Carried Forward		R
	Section No. 1 Bill No. 1 Preliminaries		

	Brought Forward		R
106	Fixed:_____ Value related:_____ Time related:_____	Item	
	<u>C6 COMMENCEMENT OF WORK IN SECURITY AREAS</u>		
	As the works fall within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.		
107	Fixed:_____ Value related:_____ Time related:_____	Item	
	<u>C7 ENTRANCE PERMITS TO SECURITY AREAS</u>		
	As 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 the control of the Defence Force, Police or chief security officer.		
108	Fixed:_____ Value related:_____ Time related:_____	Item	
	<u>C8 SECURITY CHECK OF PERSONNEL</u>		
	The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or any document or information relating to the works .		
109	Fixed:_____ Value related:_____ Time related:_____	Item	
	Carried Forward		R
	Section No. 1 Bill No. 1 Preliminaries		

		Brought Forward			R
		<u>C9 PROHIBITION OF TAKING PHOTOGRAPHS</u>			
		The contractor shall obtain prior authorisation from the employer for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the employer and shall ensure that all personnel, subcontractors and other persons entering the site shall comply with this requirement as well.			
110	Fixed:_____ Value related:_____ Time related:_____		Item		
		<u>C10 HIV/AIDS AWARENESS</u>			
		It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under the two items below hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained			
		The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31 of "□Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment			
		<u>C10.1 AWARENESS CHAMPION</u>			
		Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification.			
111	Fixed:_____ Value related:_____ Time related:_____		Item		
		Carried Forward			R
	Section No. 1 Bill No. 1 Preliminaries				

Brought Forward

R

C10.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification.

112 Fixed: _____ Value related: _____ Time related: _____

Item

C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

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

113 Fixed: _____ Value related: _____ Time related: _____

Item

C10.4 ACCESS TO CONDOMS

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

114 Fixed: _____ Value related: _____ Time related: _____

Item

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

Brought Forward

R

C10.5 CO-OPERATION OF CONTRACT FOR COST MANAGEMENT

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors

115 Fixed: _____ Value related: _____ Time related: _____

Item

C10.6 MONITORING

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

116 Fixed: _____ Value related: _____ Time related: _____

Item

C11 OCCUPATIONAL HEALTH AND SAFETY ACT

The contractor shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

Brought Forward		R
The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent notwithstanding the provisions of the duties of the Principal Contractor and Contractors as stipulated in Construction Regulations 2014 , Regulation 7, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance to the duties of the Principal Contractor. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.		
117	Fixed:_____ Value related:_____ Time related:_____ <u>C11.1 CODE OF PRACTICE : MANAGING EXPOSURE TO SARS-COV-2 IN THE WORKPLACE (2022)</u> The contractor shall comply with all the requirements set out in Section 5 by undertaking a COVID-19 Risk Assessment and Plan to ensure adequate workplace protective measures and also comply with the Hazardous Biological Agents Regulations including personal protective equipment and ventilation.	Item
118	Fixed:_____ Value related:_____ Time related:_____ <u>Health & Safety (Updated OHS Act of 1993, Construction Regulations 2014 and DBSA Occupational Health and Safety Specifications)</u> <u>Personal protective equipment</u>	Item
119	Foot protection (steel toe cap, gum boots)	Item
120	Branded long sleeved overalls depicting Contractors Company name and identification	Item
Carried Forward		R
Section No. 1 Bill No. 1 Preliminaries		

Brought Forward			R
121	Hand Protection (gloves- pig skin, leather, PVC, Acid Resistant, Impact and Vibration resistant etc)	Item	
122	Head Protection : SABS Approved Hard Hats, Colour Coded - Supervisory (Red) , Labour (Green), First Aid (Blue) , Sun Beams	Item	
123	Ear Protection : SABS Approved Earplugs, Earmuffs	Item	
124	Eye Protection : SABS Approved Goggles , Faceshields, Spectacles, etc)	Item	
125	Respiratory Protection : SABS Approved Dust Masks, Respirators, Filters etc	Item	
126	Visibilty Compliance : Luminuous high visibility safety vests/ jackets/ bibs / head gear, etc	Item	
127	Fall Risk / Fall Protection/ Working at Heights. Applicable to work 2M or more in height	Item	
128	SABS Approved Safety Harness/ double lanyard, retractable , reach etc	Item	
129	Fall Protection and Recovery Plan and Rescue Gear	Item	
130	SANS 50131-1:2017 Approved Portable Ladders	Item	
131	Barricading / Hoading (Supply, Install and Removal	Item	
132	Construction Perimeter (fence, shade netting, poles etc)	Item	
133	Trench and Manhole excavations safety	Item	
134	Roads and Reserves Notices, Warnings and Signage	Item	
	<u>Prepare and compile H&S plan as per site OHS Specification, Scope of Work and Construction Regulations 7(1)(a)</u>		
135	Preparation and compilation of site specific health and safety file and a health and safety working file	Item	
136	Maintenance , review and updating of health and safety file and working file	Item	
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

	Brought Forward		R	
	<u>Health & Safety Training</u>			
137	Induction Training	Item		
138	First Aid Level 1	Item		
139	Fire Fighting	Item		
140	Working at Heights (all employees conducting work at heights)	Item		
141	Health and Safety Representative	Item		
142	Inhouse Training (E.g. Occupational exposures, induction training, risks and hazards, etc.)	Item		
143	Other - Emergency Evacuation Procedures	Item		
	<u>Legal appointments in terms of the OHS Act and Regulations</u>			
144	Full Time SACPCMP Registered Construction Health and Safety Officer CR (8.5)	Item		
145	SHE Representative (Section 17)	Item		
146	First Aider - GSR 3(4)	Item		
	<u>Other Health and Safety items deemed necessary to comply to OHS Act, Regulations and DBSA / Municipality By-laws and Requirements</u>			
	<u>Occupational Medicals</u>			
147	Entry medicals assessments (performed and issued by an Occupational Occupational Health Practitioner in the form of Annexure 3 (Construction Regs 7(8)	Item		
148	Periodic medical assessments	Item		
149	Exit medical assessments	Item		
	<u>Signage , Information , Display , Awareness</u>			
150	Construction (Fire Fighting, General Information, Mandatory etc)	Item		
151	Road and Traffic Control Safety	Item		
	Carried Forward		R	
	Section No. 1			
	Bill No. 1			
	Preliminaries			

	Brought Forward		R	
152	Health and Safety Information Display Board	Item		
	<u>Construction Vehicle , Mobile Plant and Roads</u>			
153	Equipment (Stop Blocks , Traffic Flags)	Item		
154	Rotating strobe lights for construction vehicles and mobile plant	Item		
155	Fuel Bay, Service Bay	Item		
	<u>Fire Fighting and Emergencies</u>			
156	Fire Fighting Equipment	Item		
157	Warning Devices (Blow Horn, Whistles)	Item		
	<u>Emergencies</u>			
158	First Aid	Item		
159	Substance Abuse Testing (Breathalyser)	Item		
	<u>Facilities</u>			
160	Ablution (Male and Female Chemical Toilets)	Item		
161	Changing house and lockers	Item		
162	Sheltered eating / rest facility	Item		
163	Site office for H&S personnel	Item		
164	Security/ access control	Item		
165	HCS Storage Facility	Item		
	<u>C12 REPORTING BY CONTRACTOR</u>			
	The contractor is required to complete the attached Contractors Monthly Report which is to be submitted together with the contractors payment claim. Payment of the contractor is conditional on this information being accurate and timeously provided.			
166	Fixed:_____ Value related:_____ Time related:_____	Item		
	Carried Forward		R	
	Section No. 1			
	Bill No. 1			
	Preliminaries			

		Brought Forward		R
		<u>C13 LOCAL LABOUR AND BUILDING MATERIALS</u>		
		<u>C13.1 GENERAL</u>		
		Allow for monthly submission of proof of employment of local skilled and unskilled labour to the principal agent.		
		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. Should adequate and appropriate labour not be available within the locality, other labour may be 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 utilisation of local labour in the construction process. The contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The contractor shall, in general, maximise the involvement of the local community.		
167	Fixed:_____ Value related:_____ Time related:_____		Item	
		<u>C13.2 LOCAL BUILDING MATERIALS</u>		
		Preference shall be given to the supply of materials produced or manufactured in the North West Province provided that:		
		a) Such materials comply in all respects with the specific requirements of PW371 specification		
		b) The availability of such materials shall not adversely affect the desired progress of the specific works		
		c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof		
		<u>PRELIMINARIES SUMMARY</u>		
168	Fixed Preliminaries - Total		Item	
		Carried Forward		R
	Section No. 1 Bill No. 1 Preliminaries			

[illegible]

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Brought Forward			R
<u>HEALTH AND SAFETY PERSONNEL</u>			
1	Safety Officer (SACPCMP Registered) (Months)	No 8	
<u>HEALTH AND SAFETY AMINISTRATION</u>			
2	Copy of Occupational Health and Safety Act (Act 85 of 1993 – 24th version/edition) including Construction Regulations August 2014	No 1	
3	Induction Training/ Re-induction/Re-fresher	Item	
4	Health and Safety File (PRINCIPAL & SUBCONTRACTORS)	No 2	
5	Medicals (Entry & Exit)	No 25	
6	Health and Safety Administration, implementation and maintenance on site including the copies of DSTI, Toolbox Talks, Checklist/Inspection/Internal Audits, Reports, Minutes of the Safety Committee Meetings, & toner/ink/catrages of the printer/photocopy machine (Months)	No 8	
<u>OCCUPATIONAL HEALTH AND SAFETY TRAINIG</u>			
7	Construction Health and Safety Supervision	Item	
8	Health and Safety Representative Training	Item	
9	First Aid Training	Item	
10	Fire Fighting Training	Item	
11	Incident Investigation/ Incident Management	Item	
12	Hazard Identification Risk Assessment (HIRA)	Item	
<u>FIRST AID/ EMERGENCY</u>			
13	First Aid box/kit	No 1	
14	First Aid box refilling during the project (Months)	No 8	
15	Airtime / Data Communication	No 1	
Carried Forward			R
Section No. 1 Bill No. 2 Occupation Health & Safety			

	Brought Forward		R
16	Identification Signage	No	6
	<u>DIESEL STORAGE</u>		
17	Diesel storage	No	2
	<u>SIGNAGE</u>		
18	Mandatory - Blue	No	4
19	Information - Green	No	8
20	Hazard Warning - Yellow	No	4
21	Prohibition - Red	No	4
	<u>PERSONAL PROTECTIVE EQUIPMENT (PRINCIPAL & SUB-CONTRACTOR)</u>		
22	Overalls with reflective stripe	No	25
23	Steel-cap safety boots	No	25
24	Safety goggles	No	25
25	Hard Hat	No	25
26	Water boots	No	8
	<u>Hearing Protection</u>		
27	Ear Plugs	No	25
28	Ear Muffs	No	4
	<u>Respiratory Protection</u>		
29	FFP 2 Dust mucks (Box)	No	4
30	Respirators	No	5
	<u>Hand Protection</u>		
31	Superlight Leather gloves	No	25
32	PVC gloves	No	8
	Carried Forward		R
	Section No. 1		
	Bill No. 2		
	Occupation Health & Safety		

Brought Forward				R
<u>Hot-work PPE</u>				
33	Leather Aprons	No	4	
34	Leather Spats	No	4	
35	Long leather gloves	No	4	
36	Face shield	No	4	
37	Welding spectacles	No	3	
<u>Specific Requirement of Covid 19 (Corona Virus)</u>				
38	Infrared Non Contact Thermometer	No	1	
39	Disposable masks (box)	No	1	
40	70% Alcohol hand sanitizer 5L (Months)	No	4	
41	Sanitizer stand	No	1	
42	Hand Soap 5L	No	4	
43	Multipurpose Cleaning Detergent 5L (Months)	No	4	
44	Paper Towels - Box of 2000 (Months)	No	8	
45	Covid 19 Warning/Information Signs	No	2	
46	FALL PROTECTION /PREVENTION EQUIPMENT		Item	
	Safety Harness with double Lanyards			
	Lifelines and Vertical Fall Arrest System			
	In-house training for erectors			
	Safety Nets/Temporary Horizontal Lifeline			
	Drop zone			
	Warning signage			
Carried Forward to Summary of Section No. 1				R
Section No. 1				
Bill No. 2				
Occupation Health & Safety				

SECTION SUMMARY - Section 1: Preliminaries				Amount
Bill No		Page No		
1	Preliminaries	46		
2	Occupation Health & Safety	50		
Section No. 1		Carried to Final Summary		R

Brought Forward			R
<u>Filling</u>			
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material			
<u>Testing:</u>			
Prices for filling are to include for all necessary density tests in accordance with SABS 1200D			
<u>SITE CLEARANCE ETC</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	464
2	Stripping average 200mm thick layer of top soil and stockpiling on site	m2	464
<u>Weed killer (active ingredients Metalaclor 102,8 g/l, Terbitilasien 248,6 g/l and atrazine 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m²</u>			
3	Over site clearance etc.	m2	389
<u>EXCAVATION OTHER THAN BULK, ETC</u>			
<u>Excavation in earth not exceeding 2m deep:</u>			
4	Trenches and holes	m3	145
5	Bases	m3	6
<u>Extra over excavations in earth for excavation in:</u>			
6	Soft rock	m3	15
7	Hard rock	m3	15
<u>Extra over all excavations for carting away</u>			
8	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	60
Carried Forward			R
Section No. 2 Bill No. 1 Earthworks (Provisional)			

Brought Forward			R
<u>Keeping excavations free of water</u>			
9	Keeping excavations free of all water other than subterranean water	Item	
<u>Risk of collapse of excavations, other than bulk:</u>			
10	Sides of trench and hole excavations not exceeding 1,5m deep	m2	387
<u>EXCAVATION ETC</u>			
<u>FILLING ETC OTHER THAN BULK</u>			
<u>Earth filling supplied by the contractor, compacted to 93% Mod AASHTO density:</u>			
11	Backfilling to trenches, holes, etc	m3	91
<u>Earth filling G7 supplied by the contractor, compacted to 96% Mod AASHTO density:</u>			
12	Backfilling to trenches, holes, etc	m3	91
<u>Earth filling G5 supplied by the contractor, compacted to 96% Mod AASHTO density:</u>			
13	Under floors, steps, etc	m3	70
<u>Coarse river sand filling supplied by the contractor</u>			
14	Under floors etc	m3	70
<u>Compaction of surfaces</u>			
15	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m2	464
<u>Prescribed density tests on filling</u>			
16	"Modified AASHTO Density" test	No	5
<u>SOIL POISONING</u>			
Carried Forward			R
Section No. 2 Bill No. 1 Earthworks (Provisional)			

Brought Forward			R
	<u>Soil insecticide under a 10 year guarantee by firm of specialist</u>		
17	Soil insecticide (protection against termites) applied as specified under floors, etc., including forming and poisoning shallow furrows against foundation walls, etc., filling in furrows and ramming ground shall be treated with an Insecticides in accordance with SANS 10400F. Soil poisoning shall carry a written ten year guarantee and shall be applied by trained specialist pest control personnel.	m2	464
18	To bottoms and sides of trenches, etc	m2	91
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 1			
Earthworks (Provisional)			

Brought Forward			R
Formwork to soffits of slabs, beams, etc. shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described			
<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
<u>20MPa/19mm concrete:</u>			
1	Surface blinding under footings and bases	m3	39
2	Surface blinding under surface beds	m3	46
3	Aprons	m3	6
4	Paving blocks	m3	18
5	Ramps	m3	3
<u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u>			
<u>30MPa/19mm concrete:</u>			
6	Surface beds on waterproofing	m3	70
7	Bases	m3	3
8	Strip footings	m3	77
9	Ramps	m3	15
10	Bottoms and sides of floor ducts	m3	23
11	Steps, urinal steps, cupboard platforms, etc	m3	3
<u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u>			
<u>TEST CUBES</u>			
<u>Test cubes:</u>			
12	Making and testing set of three 150 x 150 x 150mm concrete strength test cub (Provisional)	Sets	20.0
Carried Forward			R
Section No. 2 Bill No. 2 Concrete, Formwork and Reinforcement			

Brought Forward			R
<u>CONCRETE SUNDRIES</u>			
<u>Finishing top surfaces of concrete smooth with a wood float</u>			
13	Surface beds, slabs, etc	m2	496
<u>UNDER FLOOR INSULATION</u>			
<u>Curing surfaces of concrete with water</u>			
14	Various components	m2	496
<u>ROUGH FORMWORK (DEGREE OF ACCURACY II) (CPAP WORK GROUP NO. 111)</u>			
<u>Rough formwork to sides</u>			
15	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	60
16	Bases (Provisional)	m2	14
<u>MOVEMENT JOINTS ETC</u>			
<u>Two layers of 375 micron damp proof course in slip joints between horizontal concrete and brick surfaces including cement mortar bed:</u>			
17	Not exceeding 300mm wide	m	174
<u>Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces:</u>			
18	10mm Joints not exceeding 300mm high to edges of surface beds	m	174
<u>Saw cut joints:</u>			
19	4 x 50mm Saw-cut joints in top of concrete	m	174
<u>REINFORCEMENT (PROVISIONAL) (CPAP WORK GROUP NO. 114)</u>			
Carried Forward			R
Section No. 2 Bill No. 2 Concrete, Formwork and Reinforcement			

Brought Forward			R
<u>High tensile steel reinforcement to structural concrete work (Provisional):</u>			
20	Various diameter bars	t	1.10
<u>Mild steel reinforcement to structural concrete work (Provisional):</u>			
21	Various diameter bars	t	2.10
<u>Fabric reinforcement</u>			
22	Type 193 fabric reinforcement in concrete surface beds etc.	m2	464
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 2			
Concrete, Formwork and Reinforcement			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 3</u>			
	<u>WATERPROOFING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Waterproofing:</u>			
	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			
	<u>DAMPPROOFING OF WALLS AND FLOORS</u>			
	<u>One layer 375 micron embossed polyethylene dampproof course (SANS 952-1985 type B):</u>			
1	In walls	m2	174	
2	Under window cills	m2	7	
	<u>One layer 250 micron gunplas black polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self adhesive tape:</u>			
3	Under surface beds	m2	464	
	<u>Two coats heavy duty acrylic emulsion paint</u>			
4	On waterproofing to roofs	m2	486	
5	On waterproofing to box gutters	m2	66	
	<u>SEALING STRIPS, JOINT SEALANTS, ETC</u>			
	<u>Clear silicone sealant:</u>			
6	In waterproofing joints between timber, porcelain or stainless steel fitting tops and walls	m2	15	
	Carried Forward			
	Section No. 2			
	Bill No. 3			
	Waterproofing			
			R	

Brought Forward			R
	<u>Bitumen impregnated foam plastic joint sealing strips:</u>		
7	10 x 20mm In expansion joints	m	174
	<u>Two-part polyurethane sealing compound including backing cord, bond breaker, primer, etc.:</u>		
8	4 x 50mm In saw cut joints in floors	m	174
	<u>Two coats approved bond breaker to be painted on slab edges after 1st cast:</u>		
9	10 x 150mm In construction joints in floors	m	174
	<u>Two coats "ABE DURAFLEX" and two coats "ABE COTE SF 365" or similar approved waterproof coating including preparation of surfaces and application in accordance to the manufacturer's instructions.</u>		
10	On concrete stub columns	m2	6
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 3			
Waterproofing			

Brought Forward			R
<u>BRICKWORK IN FOUNDATIONS</u> <u>(PROVISIONAL)</u>			
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar:</u>			
1	One brick walls	m2	85
2	Half brick walls	m2	31
3	460 x 460mm brick piers	No	16
<u>BRICKWORK IN SUPERSTRUCTURE</u>			
<u>Brickwork of NFP bricks in class II mortar:</u>			
4	Half brick walls	m2	196
5	Half brick walls in Beamfilling	m2	24
6	One brick walls	m2	306
<u>FACE BRICKWORK</u>			
<u>Corobrik AGATE-SATIN-FBX' clay brick (or equal approved) manufactured in accordance with 227:2007, bedded and jointed in Class II mortar and pointed with flush/recessed horizontal and vertical joints:</u>			
7	Extra over brickwork for external face brickwork	m2	305
<u>Brick-on-edge header course copings, sills, etc. to be plastered and painted</u>			
8	220mm wide brick-on-edge header course on top of one brick wall	m	32
<u>BRICKWORK SUNDRIES</u>			
<u>2.5mm Galvanised brick reinforcement:</u>			
9	75mm Wide reinforcement built in horizontally	m	863
10	150mm Wide reinforcement built in horizontally	m	1 538
Carried Forward			R
Section No. 2 Bill No. 4 Masonry			

Brought Forward			R
<u>Galvanised hoop iron cramps, ties, etc.:</u>			
11	4mm Diameter roof tie 2m girth bent double, with one end built into brickwork and other end fixed to timber	No	61
<u>Air Bricks</u>			
12	Terracota air bricks	m2	84
<u>Prestressed fabricated concrete lintels including necessary temporary supports:</u>			
13	110 x 75mm Lintels in lengths not exceeding 3m	m	32
<u>FIBRE-CEMENT WINDOW SILLS</u>			
<u>Natural grey sills in single lengths bedded in 1:3 cement motar including metal fixing lugs etc.</u>			
14	15 x 150mm Wide sills set flat and slightly projecting	m	32
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 4			
Masonry			

Brought Forward Design of prefabricated roof trusses: Prefabricated trusses shall be fabricated in a factory by a truss fabricator who has been awarded a Certificate of Competence by the Institute of Timber Construction and is approved by the Principal Agent Each roof truss shall have all its members accurately cut and closely butted together and rigidly fixed by CSIR approved patented galvanised metal spiked connectors, precision pressed on both sides of each intersection by an approved method, all in accordance with the manufacturers instructions Trusses shall be designed by a registered professional engineer and in accordance with SABS 0160 and 0163, who shall, after erection, provide a certificate confirming that the design, manufacture, transportation, erection and bracing has been carried out in accordance with this specification Carried Forward Section No. 2 Bill No. 6 Carpentry and Joinery	R R
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	Brought Forward The design shall include for all live loads, wind loads and for dead loads imposed by roof covering, purlins, ceilings, etc. Fully detailed shop drawings of all trusses, etc, indicating sizes, bracing, loading, etc, shall be submitted to the Principal Agent for approval prior to fabrication Unless specified erection instructions are given in writting, erection shall be carried out in accordance with the procedures and recommendations of the manual "The Erection and Bracing of Timber Roof Trusses" published by the "Institute for Timber Construction and the Council for Scientific and Industrial Research" or as detailed by the designer Rates trusses shall include for the necessary rafters, temporary bracing, longitudinal and cross bracing, wall plates, eaves support beams, trimmed and splay cut ends as required and erected complete. However, rates shall exclude all fascias and barge boards, roof coverings, which are separately measured. The truss spacing indicated on Architectural drawings is an indication only. The actual truss spacing would be determined by the design of the roof construction The references given in the descriptions are to the drawings accompanying these bills of quantities for tender purposes which indicate the schematic truss layouts and cross sections Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences <u>STRUCTURAL TIMBER WORK ETC</u> <u>BOLTED TIMBER ROOF TRUSS CONSTRUCTION, ETC.</u> <u>Design, supply and installation of timber roof construction:</u> 1 Roof construction to be double pitched roof with two hipped ends size 21.99 x 10.12m and 3.5m high overall, including 76 x 50mm SA Pine purlins at 750mm centres and all necessary fittings etc to engineers detail Carried Forward Section No. 2 Bill No. 6 Carpentry and Joinery		R	
		No	1	R

[illegible]

Brought Forward			R
	<u>Kitchen floor cupboard with sink overall size 3120 x 600 x 900mm high formed of Post-form Worktop 32mm melamine finish chipboard with Formica Lifeseal Worktops Finished with Aquila (Gloss). Cupboard drawers and doors to be 16mm melamine finish chipboard MelaWood with a Natural Oak laminate finish held in place with white plastic Brackets Size: 40 x 22 x 50mm including 16mm recessed Kickplate of melamine finish chipboard, Super Black laminate finish as per Architects Drawing</u>		
8	Kitchen cupboards <u>4 Rows 450mm wide x 16mm thick melamine shelving on double slotted wall bands and brackets at 600mm centres including double slotted mild steel wall bands and brackets at 600mm centres. all with a white powder coat finish</u>	No	3
9	Built in Cupboards <u>Pigeon holes formed of Post-form Worktop 32mm melamine finish chipboard with Formica Lifeseal Worktops Finished with Aquila (Gloss). Cupboard drawers and doors to be 16mm melamine finish chipboard MelaWood with a Natural Oak laminate finish held in place with white plastic Brackets Size: 40 x 22 x 50mm including 16mm recessed Kickplate of melamine finish chipboard, Super Black laminate finish as per Architects Drawing</u>	No	12
10	Pigeon Holes <u>3.2mm hardboard white blackboard</u>	No	3
11	2400 x 1200mm GREEN CHALK BOARD: to comply with CKS- 36-1980 or equivalent code of practise, complete with chalk rail as one unit.	No	6
12	2 800 x 1 200mm high Pin board	m	3
13	1 600 x 1 200mm high Pin board	m	3
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 6			
Carpentry and Joinery			

Brought Forward			R
<u>Fixing:</u> Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere <u>Fibre cement cornices:</u> Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere <u>CEILING TIMBERS, BEADS, INSULATION, ETC</u> <u>NAILED UP CEILINGS</u> <u>6mm thick Gypsum plasterboard with tape over joints with minimum 3mm and maximum 6mm thick coat gypsum skim plaster trowelled to smooth polished surface:</u>			
1	Ceilings including 38 x 38mm Sawn Softwood bandering at 400mm centres in one direction.	m2	389
2	Extra over ceiling for 635 x 635mm trap door with 38 x 38mm softwood frame and 38 x 114mm sawn softwood trimmers, fitted flush in opening with 19 x 50mm wrot softwood fillets all round.	No	6
<u>CORNICES</u> <u>Gypsum plaster coved cornice:</u>			
3	75mm Gypsum plaster coved cornice	m	342
Carried Forward			R
Section No. 2 Bill No. 7 Ceilings, Partitions and Access Flooring			

Brought Forward		R	
<u>INSULATION</u>			
<u>Non-combustible lightweight fibreglass insulation blanket of a density of not less than 10kg/m3 bonded with an inert thermo-setting:</u>			
4	100mm Insulation in blanket form lapped not less than 50mm along all edges and laid loose on top of brandering between roof timbers etc.	m2	389
Carried Forward to Summary of Section No. 2		R	
Section No. 2			
Bill No. 7			
Ceilings, Partitions and Access Flooring			

Brought Forward			R
Where drawings and/ or details have been referred to Tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.			
<u>IRONMONGERY TO DOORS, FRAMES, ETC.</u>			
<u>LOCKS</u>			
1	40mm Brass five pin tumbler padlock keyed alike with one pair of keys per every five padlocks	No	9
2	75mm Three lever upright mortice lockset with satin chrome furniture	m	24
<u>Indicator locks</u>			
3	Assa Abloy Union Satin Chrome Indicator Bolt SC Plated IMP	No	9
4	UNION 37651AS Paraplegic Facility Indicator Bolt AS	No	4
5	UNION L-2115-78SS/R E/Profile Cylinder Dead Lock with Roller Latch	No	9
6	PHD-CF-300-22SS SS BT Handle with Flange	No	6
7	Fixing - 300mm Centres 22mm Diameter	No	42
8	UNION 2 x 20SCMKD Single Cylinder Profile MKD SC	No	13
<u>HINGES, BOLTS, ETC.</u>			
9	Stainless steel medium duty butt hinges	No	24
10	3 SP-DFM-hinge heavy duty hinges by other manufacturers	No	24
<u>CATCHES, CABIN HOOKS, ETC.</u>			
11	Hat and coat hook with rubber buffer	No	3
<u>HANDLES</u>			
12	100mm Chromium plated bow handle bolted through door with the bolt ends hammered to prevent the nuts being removed	No	24
Carried Forward			R
Section No. 2 Bill No. 8 Ironmongery			

Brought Forward			R
<u>SUNDRIES</u>			
13	38mm Rubber door stop plugged and screwed to wall or floor	No	24
<u>BATHROOM FITTINGS</u>			
<u>Chairman Industries Grab rails or equal and approved</u>			
14	32mm slip resistant stainless steel grab rail 900mm long to be divided into 3 equal parts bent twice at 45 degrees with central flange plugged and screwed to the wall	No	3
<u>LETTERS, NAME PLATE, ETC</u>			
<u>Anodised aluminium signage fixed manufactures specification:</u>			
15	75 x 150mm Aluminium international toilet sign with WHEELCHAIR/STAFF figure screwed to door	No	4
16	75 x 150mm Aluminium international toilet sign with Grade R figure screwed to door	No	3
17	75 x 150mm Aluminium international toilet sign with STAFF figure screwed to door	No	3
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 8			
Ironmongery			

Brought Forward			R
2. A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively 3. A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process 4. A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked 5. A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years			
<u>GALVANISED PRESSED MILD STEEL DOOR FRAMES</u>			
<u>1,2mm Rebated frames suitable for one brick walls</u>			
1	Frame for door 813 x 2032mm high.	No	6
<u>1,2mm Rebated frames suitable for half brick walls</u>			
2	Frame for door 813 x 2032mm high.	No	18
3	Frame for door 813 x 1 275mm high	No	6
<u>POLYCARBONATE SECURITY WINDOW BARS, ETC.</u>			
<u>'Trellidor' or similar approved transparent burglar proof security bars consisting of 12mm translucent bars placed at [minimum 198mm and maximum 223mm] centers horizontally, with and including 25 x 75 x 4mm thick transparent screws to match bar profile complete as per manufacturers specifications.</u>			
4	600 x 600mm high Burglar Screen WT3	No	9
Carried Forward			R
Section No. 2 Bill No. 9 Metalwork			

	Brought Forward			R
5	900 x 600mm high Burglar Screen WT5	No	3	
6	900 x 900mm high Burglar Screen WT2	No	6	
7	1 331 x 354mm high Burglar Screen WT4	No	3	
8	1 255 x 900mm high Burglar Screen WT1	No	24	
<u>WELDED SCREENS AND GATES</u>				
<u>Hot dipped galvanised steel purposr made steel gate with 40mm hor. Flat balr & 12mm diameter rods evenly spaced @70mm spacing welded to top & middle botom bars.</u>				
9	813 x 2 032 Hot dipped galvanised steel gate	No	3	
10	813 x 1 725 Hot dipped galvanised steel gate	No	2	
<u>ALUMINIUM WINDOWS, ETC.</u>				
<u>Powder coated purpose made window units, complete with subframes, ironmongery, glazing to comply with SABS 0400, sealing, including 20 x 10mm burglar bar sections fixed to frame during manufacture, over all opening sections and fixing to brickwork or concrete. All coating and burglar bars to be executed by manufacturer in accordance with SANS 1796 and with a guarantee of not less than 15 years to be provided against peeling and discolouration, all in accordance with Architect window schedule:</u>				
11	600 x 600mm high WT3	No	9	
12	900 x 600mm high WT5	No	3	
13	900 x 900mm WT2	No	6	
14	1 331 x 354mm high WT4	No	3	
15	1 255 x 900mm high WT1	No	24	
Carried Forward to Summary of Section No. 2				R
Section No. 2				
Bill No. 9				
Metalwork				

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 10</u>			
	<u>PLASTERING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Moisture tests:</u>			
	Before any finishes, coverings, etc are applied to screeds, plastering, etc or any other in-situ finish moisture tests are to be carried out to the complete satisfaction of the Principal Agent to ensure that these surfaces have the correct moisture content for the finish to be applied			
	<u>Labours, etc.:</u>			
	Labours such as fair, rounded and chamfered edges, trowel cuts, throats, V-joints, angles, etc shall be deemed to be included in the descriptions			
	<u>Granolithic:</u>			
	Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour.			
	Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying..			
	Granolithic shall be laid in panels not exceeding 14m\² for monolithic finishes, not exceeding 9,5m\² for bonded finishes and not exceeding 6m\² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width.			
	Unless otherwise described, granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic.			
	Carried Forward		R	
	Section No. 2 Bill No. 10 Plastering			

Brought Forward			R
For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc. is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic. Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints <u>Cement plaster:</u> Unless otherwise described, cement plaster shall be taken to mean Class 1 cement plaster <u>Self - levelling screed:</u> To Contractor's expense should Grade 1 variance in F1 above not be achieved. Grind & prime existing surface with self-leveling Tal-Screed Master or equal & approved - thickness between 4 to 5mm. <u>SCREEDS</u> <u>Screeds wood floated, on concrete</u>			
1	30mm Thick on floors and landings	m2	86
<u>CEMENT RENDER</u>			
<u>INTERNAL PLASTER</u>			
<u>Cement plaster on brickwork</u>			
2	On walls	m2	697
3	On narrow widths	m2	24
Carried Forward			R
Section No. 2 Bill No. 10 Plastering			

Brought Forward			R
<u>CORNER PROTECTORS, DIVIDING STRIPS, ETC</u>			
4	3 x 57mm Flat section brass water bar cast into concrete	m	1
5	3 x 40mm Flat section brass dividing strips between differing floor finishes	m	1
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 10			
Plastering			

Brought Forward			R
<u>330 x 330 x 4mm 'Johnson' or similar approved ceramic non-slip floor tiles (code: ST-652) fixed with adhesive to screed (screed elsewhere) and flush pointed with waterproof tile grout with minimum 5m expansion joints at perimeter:</u>			
3	On floors and landings	m2	216
4	On narrow widths not exceeding 300mm wide	m2	22
5	On rises 150mm high of cut vinyl tile	m	261
<u>Johnson Urban Collection Strata Oatmeal non Slip Ceramic floor tiles (Code: ST - 652) WITH pei 4 rating, size 330 x 330mm (or equally approved), fixed with tile adhesive to wood floated screed with 5mm joints continuous in both directions and tile grout (elsewhere specified) with minimum 5mm expansion joints at perimeter:</u>			
6	On floors and landings	m2	87
7	On narrow widths not exceeding 300mm wide	m2	9
<u>Concrete Tiles</u>			
8	On floors and landings	m2	64
9	On narrow widths not exceeding 300mm wide	m2	6
10	On rises 150mm high of concrete tile	m	38
<u>Sundries:</u>			
11	PVC quadrant treads in single lengths (Colour by Architect)	m	1
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 11			
Tiling			

Brought Forward <u>Stainless steel basins, sinks, wash troughs, urinals, etc.:</u> Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc. shall be Type 304 (18/8) Stainless steel for laboratory sinks, photographic equipment, etc. shall be Type 316 (18/8) Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable <u>Sealing of edges:</u> Outer edges of sinks, basins, baths, urinals, etc. are to be sealed against adjacent surfaces with approved silicone <u>uPVC pipes and fittings:</u> Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings <u>uPVC pressure pipes and fittings:</u> Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints <u>High density polyethylene (HDPE) pipes and fittings:</u> Pipes shall be type IV and of the class specified with Plasson or Alprene compression fittings <u>Polycop polypropylene pipes:</u> Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with Fast-fuse heat welded thermoplastic or where so described Polylock compression fittings Pipes shall be firmly fixed to walls, etc. with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions	R
Carried Forward Section No. 2 Bill No. 12 Plumbing and Drainage	R

Brought Forward <u>Copper pipes:</u> Pipes shall be hard drawn and half-hard Maksal pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be Cobra Watertech type. Capillary solder fittings shall comply with ISO 2016 Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc. to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition <u>Reducing fittings:</u> Where fittings have reducing ends or branches they are described as 'reducing' and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained <u>Fixing of pipes:</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level <u>Paper wrapping to pipes:</u> Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings <u>Disinfection of water pipework:</u> Water pipework is to be disinfected at completion in accordance with SABS 1200L (provision for disinfection elsewhere)	R
Carried Forward Section No. 2 Bill No. 12 Plumbing and Drainage	R

Brought Forward <u>Laying, backfilling, bedding, etc. of pipes:</u> Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following: SABS 1200L : Medium-pressure pipelines SABS 1200LD : Sewers SABS 1200LE : Stormwater drainage Pipe trenches, etc. shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB : Bedding (Pipes) Unless otherwise described bedding of rigid pipes shall be Class B bedding <u>General:</u> Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc. are given separately) Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc. shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Mod AASHTO density and disposal of surplus material on site Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc. and to steel pipes (adaptors for connections to copper pipes, etc. are given separately) Descriptions of WC pans, slop hoppers, etc. shall be deemed to include for joints to soil pipes (pan connectors are separately measured)	R
Carried Forward Section No. 2 Bill No. 12 Plumbing and Drainage	R

Brought Forward			R
<u>As-built drawings</u>			
Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)			
<u>RAINWATER DISPOSAL</u>			
0.8mm Thick seamless pre-painted aluminium Ogee Gutters and accessories:			
1	150 x 125 x 0.8mm Ogee profile gutters, including fixing to fibre cement fascia, with heavy duty fixing brackets.	m	77
2	Extra over for angle	No	21
3	Extra over for stop ends.	No	21
4	Extra over for outlet for 75 x 50mm pipe	No	21
5	100 x 75 x 0.8mm Thick rainwater down pipes.	m	48
6	Extra over rainwater down pipe for bend.	No	21
7	Extra over rainwater down pipe for shoe.	No	21
8	Extra over rainwater pipe for eaves or plinth offset maximum 800mm projection.	No	15
<u>SANITARY FITTINGS</u>			
<u>1,2mm Thick stainless steel Grade 304 (18/10)</u>			
9	"Franke" or equal approved 1050mm x 535mm wide 711 treadline stainless steel single bowl drop in sink unit. Code: 311850, complete with 38mm waste fitting and pvc trap	No	4
10	Double bowl medical sink 1200x650x258mm manufactured from Grade 304 (18/10) Stainless Steel, 1,2 mm gauge with 50 x 10mm apron all round. Sink with a pressed bowls 525x425x258mm deep (43 litres) with a 40 mm waste outlet	No	3
Carried Forward			R
Section No. 2 Bill No. 12 Plumbing and Drainage			

Brought Forward			R
11	VAAL 751358 junior low level WC suite comprising WC pan with double flap heavy duty plastic seat and Vaal ceramic hibiscus matching 9 litre cistern with flush pipe	No	6
12	VAAL 751358 wall hung paraplegic WC pan with cradle bracket and legs (flush valve and flush pipe elsewhere)	No	4
13	VAAL' Sanitary `Hibiscus` White wash hand basin 510 x 405.	No	22
14	VAAL 751358 WC suite comprising WC pan with double flap heavy duty plastic seat and Vaal ceramic hibiscus matching 9 litre cistern with flush pipe	No	4
<u>WASTE UNIONS, ETC</u>			
15	32mm Basin/Sink waste union	No	29
<u>TRAPS ETC</u>			
16	32-40mm Rubber deep seal P or S trap	No	29
<u>TAPS, VALVES, ETC</u>			
<u>'Cobra Watertech' or equally approved:</u>			
17	Single 12mm Chromium Platted Elbow Action Tap for Cold Water	No	29
<u>TESTING</u>			
18	Provide all necessary water, etc., for and test the whole of the plumbing services, sanitary fittings, pumps, soil, water and fire services installations etc., and in stages as deemed necessary, including chlorination, complete to the satisfaction of the Principal Agent and the Local Authority, replace any defective work free of charge, including any necessary re-testing and leave perfect on completion		Item
<u>SANITARY FITTINGS</u>			
19	Toilet Roll Holder Franke Stratos STRX 672	No	10
20	32 mm slip-resistant stainless steel grab rail 900mm long to be divided into 3 equal parts bent twice at 45 degrees with central flange	No	3
Carried Forward			R
Section No. 2 Bill No. 12 Plumbing and Drainage			

[illegible]

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 14</u>			
	<u>PAINTWORK</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Painting specification:</u>			
	All painting shall be done in accordance with SABS specifications unless otherwise described			
	<u>Colours:</u>			
	Unless otherwise described, all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SABS 1091			
	When staining timber, the resultant colour or shade must be to the complete satisfaction of the Principal Agent before any overcoating or preservative is applied			
	<u>ON INTERNAL PLASTER SURFACES</u>			
	<u>Prepare surfaces and remove all loose material, apply one coat alkali resistant primer and two coats PVA emulsion paint for interior use.</u>			
1	On walls	m2	697	
	<u>ON PLASTERBOARD</u>			
	<u>Prepare, stop and apply two full coats semi-gloss PVA co-polymer paint to comply with SABS Specification No. 643</u>			
2	On Ceilings	m2	389	
	<u>ON FIBRE-CEMENT</u>			
	<u>One coat primer and two coats exterior quality PVA emulsion paint</u>			
3	On fascias and barge boards	m	35	
	Carried Forward		R	
	Section No. 2			
	Bill No. 14			
	Paintwork			

Brought Forward			R
<u>ON WOOD SURFACES</u>			
<u>One coat wood primer and two coats oil based paint to:</u>			
4	Internal doors	m2	120
5	Frames, etc.	m2	120
<u>One coat nova dark brown and two coats sanded lightly between coats to:</u>			
6	External doors.	m2	24
7	Frames	m2	24
<u>ON METAL SURFACES</u>			
<u>One coat nova dark brown and two coats sanded lightly between coats to:</u>			
8	Gate	m2	73
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 14			
Paintwork			

SECTION SUMMARY - Section 2A: Building Works - Classroom Block					Amount
Bill No		Page No			
1	Earthworks (Provisional)	55			
2	Concrete, Formwork and Reinforcement	59			
3	Waterproofing	61			
4	Masonry	64			
5	Roof Coverings, etc	65			
6	Carpentry and Joinery	70			
7	Ceilings, Partitions and Access Flooring	73			
8	Ironmongery	76			
9	Metalwork	79			
10	Plastering	82			
11	Tiling	84			
12	Plumbing and Drainage	91			
13	Glazing	92			
14	Paintwork	94			
Carried to Final Summary				R	
Section No. 2					

Brought Forward			R
<u>Filling</u>			
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material			
<u>Testing:</u>			
Prices for filling are to include for all necessary density tests in accordance with SABS 1200D			
<u>SITE CLEARANCE ETC</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	165
2	Stripping average 200mm thick layer of top soil and stockpiling on site	m2	153
<u>Weed killer (active ingredients Metalaclor 102,8 g/l, Terbitilasien 248,6 g/l and atrazine 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m²</u>			
3	Over site clearance etc.	m2	153
<u>EXCAVATION OTHER THAN BULK, ETC</u>			
<u>Excavation in earth not exceeding 2m deep:</u>			
4	Trenches and holes	m3	53
5	Bases	m3	1
<u>Extra over excavations in earth for excavation in:</u>			
6	Soft rock	m3	5
7	Hard rock	m3	5
<u>Extra over all excavations for carting away</u>			
8	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	22
Carried Forward			R
Section No. 3 Bill No. 1 Earthworks (Provisional)			

Brought Forward			R
<u>Keeping excavations free of water</u>			
9	Keeping excavations free of all water other than subterranean water	Item	
<u>Risk of collapse of excavations, other than bulk:</u>			
10	Sides of trench and hole excavations not exceeding 1,5m deep	m2	189
<u>EXCAVATION ETC</u>			
<u>FILLING ETC OTHER THAN BULK</u>			
<u>Earth filling supplied by the contractor, compacted to 93% Mod AASHTO density:</u>			
11	Backfilling to trenches, holes, etc	m3	32
<u>Earth filling G7 supplied by the contractor, compacted to 96% Mod AASHTO density:</u>			
12	Backfilling to trenches, holes, etc	m3	32
<u>Earth filling G5 supplied by the contractor, compacted to 96% Mod AASHTO density:</u>			
13	Under floors, steps, etc	m3	50
<u>Coarse river sand filling supplied by the contractor</u>			
14	Under floors etc	m3	50
<u>Compaction of surfaces</u>			
15	Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m2	153
<u>Prescribed density tests on filling</u>			
16	"Modified AASHTO Density" test	No	5
<u>SOIL POISONING</u>			
Carried Forward			R
Section No. 3 Bill No. 1 Earthworks (Provisional)			

Brought Forward			R
<u>Soil insecticide under a 10 year guarantee by firm of specialist</u>			
17	Soil insecticide (protection against termites) applied as specified under floors, etc., including forming and poisoning shallow furrows against foundation walls, etc., filling in furrows and ramming ground shall be treated with an Insecticides in accordance with SANS 10400F. Soil poisoning shall carry a written ten year guarantee and shall be applied by trained specialist pest control personnel.	m2	153
18	To bottoms and sides of trenches, etc	m2	32
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 1			
Earthworks (Provisional)			

Brought Forward			R
<u>20MPa/19mm concrete:</u>			
1	Surface blinding under footings and bases	m3	15
2	Surface Blinding under surface beds	m3	15
3	Aprons	m3	50
4	Paving blocks	m3	18
<u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u>			
<u>30MPa/19mm concrete:</u>			
5	Surface beds on waterproofing	m3	23
6	Bases	m3	3
7	Strip footings	m3	22
8	Bottoms and sides of floor ducts	m3	8
<u>Test cubes:</u>			
9	Making and testing set of three 150 x 150 x 150mm concrete strength test cub (Provisional)	Sets	20.0
<u>CONCRETE SUNDRIES</u>			
<u>Finishing top surfaces of concrete smooth with a wood float</u>			
10	Surface beds, slabs, etc	m2	93
<u>Curing surfaces of concrete with water</u>			
11	Various components	m2	93
<u>ROUGH FORMWORK (DEGREE OF ACCURACY II) (CPAP WORK GROUP NO. 111)</u>			
<u>Rough formwork to sides</u>			
12	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	10
Carried Forward			R
Section No. 3 Bill No. 2 Concrete, Formwork and Reinforcement			

Brought Forward			R
13	Bases (Provisional)	m2	2
<u>MOVEMENT JOINTS ETC</u>			
<u>Two layers of 375 micron damp proof course in slip joints between horizontal concrete and brick surfaces including cement mortar bed:</u>			
14	Not exceeding 300mm wide	m	50
<u>Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces:</u>			
15	10mm Joints not exceeding 300mm high to edges of surface beds	m	50
<u>Saw cut joints:</u>			
16	4 x 50mm Saw-cut joints in top of concrete	m	50
<u>REINFORCEMENT (PROVISIONAL) (CPAP WORK GROUP NO. 114)</u>			
<u>High tensile steel reinforcement to structural concrete work (Provisional):</u>			
17	Y10	t	1.06
18	Y12	t	2.09
<u>Fabric reinforcement</u>			
19	Type 193 fabric reinforcement in concrete surface beds etc.	m2	153
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 2			
Concrete, Formwork and Reinforcement			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 3</u>			
	<u>WATERPROOFING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Waterproofing:</u>			
	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			
	<u>DAMPPROOFING OF WALLS AND FLOORS</u>			
	<u>One layer 375 micron embossed polyethylene dampproof course (SANS 952-1985 type B):</u>			
1	In walls	m2	50	
2	Under window cills	m2	2	
	<u>One layer 250 micron gunplas black polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self x005f x0002 adhesive tape:</u>			
3	Under surface beds	m2	153	
	<u>Two coats heavy duty acrylic emulsion paint</u>			
4	On waterproofing to roofs	m2	191	
5	On waterproofing to box gutters	m2	50	
	<u>SEALING STRIPS, JOINT SEALANTS, ETC</u>			
	<u>Clear silicone sealant:</u>			
6	In waterproofing joints between timber, porcelain or stainless steel fitting tops and walls	m2	15	
	Carried Forward			
	Section No. 3			
	Bill No. 3			
	Waterproofing			
			R	

Brought Forward			R
	<u>Bitumen impregnated foam plastic joint sealing strips:</u>		
7	10 x 20mm In expansion joints	m	50
	<u>Two-part polyurethane sealing compound including backing cord, bond breaker, primer, etc.:</u>		
8	4 x 50mm In saw cut joints in floors	m	50
	<u>Two coats approved bond breaker to be painted on slab edges after 1st cast:</u>		
9	10 x 150mm In construction joints in floors	m	50
	<u>Two coats "ABE DURAFLEX" and two coats "ABE COTE SF 365" or similar approved waterproof coating including preparation of surfaces and application in accordance to the manufacturer's instructions.</u>		
10	On concrete stub columns	m2	1
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 3			
Waterproofing			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 4</u>			
	<u>MASONRY</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Sizes in descriptions</u>			
	Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick			
	<u>Hollow walls:</u>			
	Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole			
	<u>Bagged and sealed walls:</u>			
	Walls in two skins described as 'bagged and sealed' shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating			
	<u>Face bricks</u>			
	Bricks shall be ordered timeously to obtain uniformity in size and colour			
	<u>Pointing</u>			
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
	<u>Samples</u>			
	Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site			
	Carried Forward		R	
	Section No. 3 Bill No. 4 Masonry			

Brought Forward			R
<u>BRICKWORK IN FOUNDATIONS</u> <u>(PROVISIONAL)</u>			
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar:</u>			
1	One brick walls	m2	39
2	Half brick walls	m2	3
3	460 x 460mm brick piers	No	16
<u>BRICKWORK IN SUPERSTRUCTURE</u>			
<u>Brickwork of NFP bricks in class II mortar:</u>			
4	Half brick walls	m2	20
5	Half brick walls in Beamfilling	m2	9
6	One brick walls	m2	246
<u>FACE BRICKWORK</u>			
<u>Corobrik AGATE-SATIN-FBX' clay brick (or equal approved) manufactured in accordance with 227:2007, bedded and jointed in Class II mortar and pointed with flush/recessed horizontal and vertical joints:</u>			
7	Extra over brickwork for external face brickwork	m2	140
<u>Brick-on-edge soldier course copings, sills, etc. of selected face bricks, pointed with recessed joints on all exposed faces, with and including steel hanger built into brickwork:</u>			
<u>First and last bricks of sill to be solid</u>			
8	220mm Wide sills set sloping and slightly projecting	m	8
<u>BRICKWORK SUNDRIES</u>			
<u>2,5mm Galvanised brick reinforcement:</u>			
9	75mm Wide reinforcement built in horizontally	m	117
Carried Forward			R
Section No. 3 Bill No. 4 Masonry			

	Brought Forward			R
10	150mm Wide reinforcement built in horizontally	m	1 124	
	<u>Air Bricks</u>			
11	Terracota air bricks	No	16	
	<u>Galvanised hoop iron cramps, ties, etc.:</u>			
12	4mm Diameter roof tie 2m girth bent double, with one end built into brickwork and other end fixed to timber	No	11	
	<u>Prestressed fabricated concrete lintels including necessary temporary supports:</u>			
13	110 x 75mm Lintels in lengths not exceeding 3m	m	8	
	<u>FIBRE-CEMENT WINDOW SILLS</u>			
	<u>Natural grey sills in single lengths bedded in 1:3 cement mortar including metal fixing lugs etc. n.e 300mm girth</u>			
14	15 x 150mm Wide sills set flat and slightly projecting	m	8	
Carried Forward to Summary of Section No. 3				R
Section No. 3				
Bill No. 4				
Masonry				

Item No	Quantity	Rate	Amount
<u>SECTION NO. 2</u>			
<u>BILL NO. 5</u>			
<u>ROOF COVERINGS, ETC</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>General:</u>			
Where SANS 457-2 and SANS 0177-3 in the following heading is not applicable, refer to other suitable construction standards or provide full specifications			
<u>IBR PROFILE ROOF SHEETING</u>			
<u>0.58mm CHROMADECK KLIPLOK roofsheeting or similar approved @ 170 on insulation on 76x50mm S.A. pine purlins @ 700min. centre to centre, on prefabricated timber trusses to S.Eng's detail and barge board fixed to manufacturers specifications.</u>			
1	Roof Coverings	m2	191
2	Ridge cappings	m	12
3	Extra over ridge capping for end pieces	No	2
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 5			
Roof Coverings, etc			

Brought Forward <u>Design of prefabricated roof trusses:</u> Prefabricated trusses shall be fabricated in a factory by a truss fabricator who has been awarded a Certificate of Competence by the Institute of Timber Construction and is approved by the Principal Agent Each roof truss shall have all its members accurately cut and closely butted together and rigidly fixed by CSIR approved patented galvanised metal spiked connectors, precision pressed on both sides of each intersection by an approved method, all in accordance with the manufacturers instructions Trusses shall be designed by a registered professional engineer and in accordance with SABS 0160 and 0163, who shall, after erection, provide a certificate confirming that the design, manufacture, transportation, erection and bracing has been carried out in accordance with this specification The design shall include for all live loads, wind loads and for dead loads imposed by roof covering, purlins, ceilings, etc. Fully detailed shop drawings of all trusses, etc, indicating sizes, bracing, loading, etc, shall be submitted to the Principal Agent for approval prior to fabrication Unless specified erection instructions are given in writing, erection shall be carried out in accordance with the procedures and recommendations of the manual "The Erection and Bracing of Timber Roof Trusses" published by the "Institute for Timber Construction and the Council for Scientific and Industrial Research" or as detailed by the designer Rates trusses shall include for the necessary rafters, temporary bracing, longitudinal and cross bracing, wall plates, eaves support beams, trimmed and splay cut ends as required and erected complete. However, rates shall exclude all fascias and barge boards, roof coverings, which are separately measured. The truss spacing indicated on Architectural drawings is an indication only. The actual truss spacing would be determined by the design of the roof construction The references given in the descriptions are to the drawings accompanying these bills of quantities for tender purposes which indicate the schematic truss layouts and cross sections Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences	R
Carried Forward Section No. 3 Bill No. 6 Carpentry and Joinery	R

Brought Forward			R
<u>BOLTED TIMBER ROOF TRUSS CONSTRUCTION, ETC.</u>			
<u>Design, supply and installation of timber roof construction:</u>			
1	Roof construction to be double pitched roof with two hipped ends size 12.31 x 12.44m and 3.5m high overall, including 76 x 50mm SA Pine purlins at 750mm centres and all necessary fittings etc to engineers detail	No	1
<u>12 x 80 x 275mm fibre cement Barge board drilled and brass screwed to purlin end including galvanised steel H profile joint strips , screws, holes etc. Architect approved colour</u>			
2	Barge board	m	25
3	Fascia board	m	25
<u>FRAMED DOORS ETC</u>			
<u>SOLID CORE FLUSH DOORS</u>			
<u>2032 x 44 x 813mm Meranti framed ledged braced and battered door.</u>			
4	40mm Single door 813 x 2032mm high. (DT1)	No	2
<u>SEMI SOLID CORE FLUSH DOORS</u>			
<u>42mm semi-solid core flush door with hardwood veneer.Refer to Architects door schedule Drawing no: Arch/</u>			
5	40mm Single door 813 x 2032mm high. (DT2,D4)	No	3
6	40mm double door 1200 x 1800mm high (DT5)	No	1
<u>JOINERY FITTINGS</u>			
Carried Forward			R
Section No. 3 Bill No. 6 Carpentry and Joinery			

Brought Forward			R
	<u>Kitchen floor cupboard with sink overall size 3120 x 600 x 900mm high formed of Post-form Worktop 32mm melamine finish chipboard with Formica Lifeseal Worktops Finished with Aquila (Gloss). Cupboard drawers and doors to be 16mm melamine finish chipboard MelaWood with a Natural Oak laminate finish held in place with white plastic Brackets Size: 40 x 22 x 50mm including 16mm recessed Kickplate of melamine finish chipboard. Super Black laminate finish as per Architects Drawing No:</u>		
7	Kitchen cupboards <u>4 Rows 450mm wide x 16mm thick melamine shelving on double slotted wall bands and brackets at 600mm centres including double slotted mild steel wall bands and brackets at 600mm centres. all with a white powder coat finish</u>	No	2
8	Built in Cupboards	No	12
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 6			
Carpentry and Joinery			

Brought Forward			R
<u>Fixing:</u>			
Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete			
Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere			
<u>Fibre cement cornices:</u>			
Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete			
Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere			
<u>CEILING TIMBERS, BEADS, INSULATION, ETC</u>			
<u>NAILED UP CEILINGS</u>			
<u>6,4mm thick Gypsum plasterboard with tape over joints with minimum 3mm and maximum 6mm thick coat gypsum skim plaster trowelled to smooth polished surface:</u>			
1	Ceilings including 38 x 38mm Sawn Softwood branderling at 400mm centres in one direction.	m2	83
2	Extra over ceiling for 635 x 635mm trap door with 38 x 38mm softwood frame and 38 x 114mm sawn softwood trimmers, fitted flush in opening with 19 x 50mm wrot softwood fillets all round.	No	2
<u>CORNICES</u>			
<u>75 mm cove dynamic cornice or equally aproved polystrene cornice to comply with SABS Spec 622, glued to ceiling and block work using DAS adhesive</u>			
3	75mm Gypsum plaster coved cornice	m	103
<u>INSULATION</u>			
Carried Forward			R
Section No. 3 Bill No. 7 Ceilings, Partitions and Access Flooring			

Brought Forward		R
<u>Non-combustible lightweight fibreglass insulation blanket of a density of not less than 10kg/m3 bonded with an inert thermo-setting:</u>		
4	100mm Insulation in blanket form lapped not less than 50mm along all edges and laid loose on top of branderling between roof timbers etc.	83
	m2	
Carried Forward to Summary of Section No. 3		R
Section No. 3 Bill No. 7 Ceilings, Partitions and Access Flooring		

BILL NO. 8

IRONMONGERY

SUPPLEMENTARY PREAMBLES

Reference to drawings and details:

Where drawings and/ or details have been referred to Tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.

Proprietary items:

Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items. Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc. clarifying the features of the products/articles offered. On request returnable samples are to be provided to the principal agent for consideration.

All ironmongery shall be in accordance with DORMAKABA specifications or equally approved unless otherwise described

Finishes to ironmongery:

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AN Anodised natural AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded

Carried Forward

Section No. 3
Bill No. 8
Ironmongery

R

Brought Forward			R
Where drawings and/ or details have been referred to Tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.			
<u>IRONMONGERY TO DOORS, FRAMES, ETC.</u>			
<u>LOCKS</u>			
1	40mm Brass five pin tumbler padlock keyed alike with one pair of keys per every five padlocks	No	3
2	75mm Three lever upright mortice lockset with satin chrome furniture	No	5
<u>HINGES</u>			
3	3 no. stainless steel medium duty butt hinges.	No	5
4	3 SP-DFM-hinge heavy duty hinges by other manufacturers	No	3
<u>Handles</u>			
5	100mm Chromium plated bow handle bolted through door with the bolt ends hammered to prevent the nuts being removed	No	5
<u>SUNDRIES</u>			
6	38mm Rubber door stop plugged and screwed to wall or floor	No	5
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 8			
Ironmongery			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 9</u>			
	<u>METALWORK</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Descriptions of bolts shall be deemed to include nuts and washers. Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete. Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described. <u>Fixing:</u> Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres Doors and windows shall comply with AAAMSA design criteria Glazing shall comply with SAGGA regulations. Glass shall be laminated performance glass as shown on the window schedules appended to these bills of quantities (as described in the headings to window descriptions). Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules. Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed. For purpose made windows and doors, refer to drawings annexed to these bills of quantities The following certificates shall be provided prior to commencement of site work: 1. A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product 2. A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively			
	Carried Forward		R	
	Section No. 3 Bill No. 9 Metalwork			

	Brought Forward			R
	3. A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process			
	4. A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked			
	5. A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years			
	<u>GALVANISED PRESSED STEEL DOOR FRAMES</u>			
	<u>1,2mm Rebated frames suitable for one brick walls</u>			
1	Frame for door 813 x 2032mm high	No	3	
2	Frame for double door 1200 x 1800mm high (DT5)	No	1	
	<u>1,2mm Double rebated frames suitable for half brick walls</u>			
3	Frame for door 813 x 2032mm high	No	2	
	<u>POLYCARBONATE SECURITY WINDOW BARS, ETC.</u>			
	<u>'Trellidor' or similar approved transparent burglar proof security bars consisting of 12mm translucent bars placed at [minimum 198mm and maximum 223mm] centers horizontally, with and including 25 x 75 x 4mm thick transparent screws to match bar profile complete as per manufacturers specifications.</u>			
4	900 x 900mm high Burglar Screen WT2	No	6	
5	1 331 x 354mm high Burglar Screen WT4	No	4	
	<u>WELDED SCREENS AND GATES</u>			
	Carried Forward			R
	Section No. 3			
	Bill No. 9			
	Metalwork			

Brought Forward			R
	<u>Hot dipped galvanised steel purposer made steel gate with 40mm hor. Flat balr & 12mm diameter rods evenly spaced @70mm spacing welded to top & middle botom bars.</u>		
6	813 x 2 032 Hot dipped galvanised steel gate	No	4
	<u>STEEL ROLLER DOORS</u>		
	<u>Approved Industrial Steel roller shutter door</u>		
7	Size 2 730 x 1 510	No	1
	<u>ALUMINIUM WINDOWS, ETC.</u>		
	<u>Powder coated purpose made window units, complete with subframes, ironmongery, glazing to comply with SABS 0400, sealing, including 20 x 10mm burglar bar sections fixed to frame during manufacture, over all opening sections and fixing to brickwork or concrete. All coating and burglar bars to be executed by manufacturer in accordance with SANS 1796 and with a guarantee of not less than 15 years to be provided against peeling and discolouration, all in accordance with Architect window schedule:</u>		
8	900 x 900mm WT2	No	6
9	1 331 x 354mm high WT4	No	4
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 9			
Metalwork			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 10</u>			
	<u>PLASTERING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Moisture tests:</u>			
	Before any finishes, coverings, etc are applied to screeds, plastering, etc or any other in-situ finish moisture tests are to be carried out to the complete satisfaction of the Principal Agent to ensure that these surfaces have the correct moisture content for the finish to be applied			
	<u>Labours, etc.:</u>			
	Labours such as fair, rounded and chamfered edges, trowel cuts, throats, V-joints, angles, etc shall be deemed to be included in the descriptions			
	<u>Granolithic:</u>			
	Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour.			
	Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying..			
	Granolithic shall be laid in panels not exceeding 14m\`b2 for monolithic finishes, not exceeding 9,5m\`b2 for bonded finishes and not exceeding 6m\`b2 for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width.			
	Unless otherwise described, granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic.			
	Carried Forward		R	
	Section No. 3 Bill No. 10 Plastering			

Brought Forward			R
For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc. is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic. Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints <u>Cement plaster:</u> Unless otherwise described, cement plaster shall be taken to mean Class 1 cement plaster <u>Self - levelling screed:</u> To Contractor's expense should Grade 1 variance in F1 above not be achieved. Grind & prime existing surface with self-leveling Tal-Screed Master or equal & approved - thickness between between 4 to 5mm. <u>SCREEDS</u> <u>Screeds wood floated, on concrete</u>			
1	30mm Thick on floors and landings	m2	153
<u>INTERNAL PLASTER</u>			
<u>Cement plaster on brickwork</u>			
2	On walls	m2	287
3	On narrow widths	m2	9
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 10			
Plastering			

Brought Forward <u>Stainless steel basins, sinks, wash troughs, urinals, etc.:</u> Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc. shall be Type 304 (18/8) Stainless steel for laboratory sinks, photographic equipment, etc. shall be Type 316 (18/8) Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable <u>Sealing of edges:</u> Outer edges of sinks, basins, baths, urinals, etc. are to be sealed against adjacent surfaces with approved silicone <u>uPVC pipes and fittings:</u> Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings <u>uPVC pressure pipes and fittings:</u> Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints <u>High density polyethylene (HDPE) pipes and fittings:</u> Pipes shall be type IV and of the class specified with Plasson or Alprene compression fittings <u>Polycop polypropylene pipes:</u> Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with Fast-fuse heat welded thermoplastic or where so described Polylock compression fittings Pipes shall be firmly fixed to walls, etc. with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions	R
Carried Forward Section No. 3 Bill No. 12 Plumbing and Drainage	R

Brought Forward <u>Copper pipes:</u> Pipes shall be hard drawn and half-hard Maksal pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be Cobra Watertech type. Capillary solder fittings shall comply with ISO 2016 Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc. to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition <u>Reducing fittings:</u> Where fittings have reducing ends or branches they are described as 'reducing' and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained <u>Fixing of pipes:</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level <u>Paper wrapping to pipes:</u> Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings <u>Disinfection of water pipework:</u> Water pipework is to be disinfected at completion in accordance with SABS 1200L (provision for disinfection elsewhere)	R
Carried Forward Section No. 3 Bill No. 12 Plumbing and Drainage	R

Brought Forward <u>Laying, backfilling, bedding, etc. of pipes:</u> Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following: SABS 1200L : Medium-pressure pipelines SABS 1200LD : Sewers SABS 1200LE : Stormwater drainage Pipe trenches, etc. shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB : Bedding (Pipes) Unless otherwise described bedding of rigid pipes shall be Class B bedding <u>General:</u> Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc. are given separately) Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc. shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Mod AASHTO density and disposal of surplus material on site Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc. and to steel pipes (adaptors for connections to copper pipes, etc. are given separately) Descriptions of WC pans, slop hoppers, etc. shall be deemed to include for joints to soil pipes (pan connectors are separately measured)	R
Carried Forward Section No. 3 Bill No. 12 Plumbing and Drainage	R

Brought Forward			R
<u>As-built drawings</u>			
Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)			
<u>RAINWATER DISPOSAL</u>			
<u>Galvanised steel</u>			
0.8mm Thick seamless pre-painted aluminium Ogee Gutters and accessories:			
1	150 x 125 x 0.8mm Ogee profile gutters, including fixing to fibre cement fascia, with heavy duty fixing brackets.	m	50
2	Extra over for angle	No	6
3	Extra over for stop ends.	No	6
4	Extra over for outlet for 75 x 50mm pipe	No	6
5	100 x 75 x 0.8mm Thick rainwater down pipes.	m	16
6	Extra over rainwater down pipe for bend.	No	6
7	Extra over rainwater down pipe for shoe.	No	6
8	Extra over rainwater pipe for eaves or plinth offset maximum 800mm projection.	No	6
<u>SANITARY FITTINGS</u>			
<u>1,2mm Thick stainless steel Grade 304 (18/10)</u>			
9	"Franke" or equal approved 500mm x 500 x 250mm deep stainless steel double bowl sink on painted mild steel legs, complete with 38mm waste fitting and pvc trap, etc.	No	1
<u>SANITARY PLUMBING</u>			
10	Budgetary allowance for all Sanitary Plumbing, fittings, etc. to be expended in full or part as directed by the Principal Agent		SUM
Carried Forward			R
Section No. 3 Bill No. 12 Plumbing and Drainage			

[illegible]

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 14</u>			
	<u>PAINTWORK</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Painting specification:</u>			
	All painting shall be done in accordance with SABS specifications unless otherwise described			
	<u>Colours:</u>			
	Unless otherwise described, all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SABS 1091			
	When staining timber, the resultant colour or shade must be to the complete satisfaction of the Principal Agent before any overcoating or preservative is applied			
	<u>ON INTERNAL PLASTER SURFACES</u>			
	<u>Prepare surfaces and remove all loose material, apply one coat alkali resistant primer and two coats PVA emulsion paint for interior use.</u>			
1	On walls	m2	287	
	<u>ON PLASTERBOARD</u>			
	<u>Prepare, stop and apply one coats universal undercoat and two coats eggshell enamel paint to comply with SABS 630 type 2, or equivalent standard. Colour as for ceiling</u>			
2	On Ceilings	m2	83	
	<u>ON FIBRE-CEMENT</u>			
	<u>One coat primer and two coats exterior quality PVA emulsion paint</u>			
3	On fascias and bargeboards	m2	20	
	Carried Forward		R	
	Section No. 3			
	Bill No. 14			
	Paintwork			

Brought Forward			R
<u>ON WOOD SURFACES</u>			
<u>One coat wood primer and two coats oil based paint to:</u>			
4	Internal doors	m2	20
5	Frames, etc.	m2	20
<u>One coat nova dark brown and two coats sanded lightly between coats to:</u>			
6	External doors.	m2	12
7	Frames	m2	12
<u>ON METAL SURFACES</u>			
<u>One coat nova dark brown and two coats sanded lightly between coats to:</u>			
8	Gate	m2	13
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 14			
Paintwork			

SECTION SUMMARY - Section 2B: Building Works - Kitchen SNP Block					Amount
Bill No		Page No			
1	Earthworks (Provisional)	99			
2	Concrete, Formwork and Reinforcement	102			
3	Waterproofing	104			
4	Masonry	107			
5	Roof Coverings, etc	108			
6	Carpentry and Joinery	112			
7	Ceilings, Partitions and Access Flooring	115			
8	Ironmongery	117			
9	Metalwork	120			
10	Plastering	122			
11	Tiling	123			
12	Plumbing and Drainage	129			
13	Glazing	130			
14	Paintwork	132			
Carried to Final Summary					
Section No. 3				R	

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Item No		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 2</u>			
	<u>SEWER</u>			
	<u>SEWER PIPELINE</u>			
	<u>Excavate in all material for pipe trenches with inclusion of backfilling and compaction to 93% Mod AASHTO density and dispose offsite. No material from hard or intermediate excavations exceeding 100 mm in diameter shall be used for backfilling of pipe trenches. Excavate to install pipes of nominal diameter:</u>			
	<u>a) 110 - 200 mm diameter</u>			
1	2,0 - 3,0 m	m	155	
	<u>Extra over 3.1.1 to 3.1.3 for:</u>			
2	(a). intermediate excavation	m3	31	
3	(b). hard rock excavation	m3	16	
	<u>BEDDING</u>			
	<u>Provide class B bedding imported from commercial sources and compact to 93% Mod AASHTO density. Rate includes loading, transport, offloading and compaction. (material P.I to be between 13 and 16)</u>			
4	(a). selected granular material not exceeding 6 mm in diameter (material P.I between 13 and 16)	m3	30	
5	(b). selected fill (compaction in 150 mm layers). First 150 mm above HDPE pipes to be filled with material not exceed 6 mm in diameter. (P.I between 13 and 16)	m3	15	
6	(c).Encasing of Sewer pipes up to a nominal diameter of 150 mm in 25 MPa/13 mm concrete of minimum 150 mm thickness.	m3	12	
	<u>PIPE WORK</u>			
7	110 mm Class 34 PVC Pipe	m	155	
	Carried Forward		R	
	Section No. 4			
	Bill No. 2			
	Sewer and water			

Brought Forward			R
<u>CONSERVANCY TANK</u>			
<u>Supply material and labour for the complete construction of conservancy tank. Rate to include all excavations and obtaining of the necessary sign off from the Municipality. Conservancy tank size;</u>			
8	(a) 12 000m3		SUM
<u>WATER</u>			
<u>Supply and lay pipeline for the potable water supply to the newly built block. Allow for material supply, installation including all fittings for a pipe of the following diameter;</u>			
9	40mm HDPE pipe connection	m	84
Carried Forward to Summary of Section No. 4 Section No. 4 Bill No. 2 Sewer and water			R

[illegible]

Brought Forward			R
<u>Repositioning of existing classroom mobile units of size..... Rate to include dismantling and re-erection of the structure.</u>			
8	(a) to another position within site.	No 5	
9	(b) To an off site location.	No 1	
10	Extra over item (b) above for cost per km for transportation.	km	Rate Only
<u>DEMOLITION OF EXISTING STRUCTURES</u>			
11	a) Demolition of existing kitchen		SUM
12	b) Demolition of existing shade		SUM
13	c) Demolition of existing tank house		SUM
<u>SEWER CLEANING</u>			
<u>UBLOCKING AND CLEANING</u>			
14	a) Unblocking of Pipes and Manhole utilizing rods and chemicals.	m 10	
15	b) Unblocking of Pipes and Manhole utilizing pressure jet and chemicals.	m 5	
16	c) Cleaning and disposal of waste materials to the nearest site.	m3 6	
<u>ONSITE DESIGN CHECK, TESTING & REVIEWS</u>			
<u>Special Tests requested by the Engineer for verification of onsite findings to finalise design & specifications;</u>			
17	Cost of testing	Item	
18	Prime Cost Charge	%	
<u>PLAY AREA & JUNGLE GYM</u>			
19	Preparation of play areas	m2 1 041	
20	Jungle gym	Item	
Carried Forward to Summary of Section No. 4			R
Section No. 4			
Bill No. 5			
Miscellaneous			

SECTION SUMMARY - Section 3: Civil Works					
Bill No		Page No		Amount	
1	Building Platform	135			
2	Sewer and water	137			
3	Parking Area	138			
4	Concrete Apron	139			
5	Miscellaneous	141			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 4</u>			
	<u>BILL NO. 1</u>			
	<u>DISTRIBUTION BOARDS</u>			
	<u>Supply, installation and commissioning of complete distribution board with architrave and equipment in the positions as indicated on the drawings, including the connection of all conduiting and termination of all wiring to the necessary equipment.</u>			
1	DB-A (Floor standing)	No	1	
2	DB-B(Surface mounted)	No	1	
3	DB-C (Surface mounted)	No	1	
4	DB-D (Surface mounted)	No	1	
5	Submit three sets of drawings for approval		SUM	
	<u>LT CABLES</u>			
	<u>Supply, installation and commissioning of PVC/PVC/SWA/PVC earth cored cables with stranded, bare copper earth conductors in cable trenches and cable sleeves (the making off of ends measured elsewhere).</u>			
6	6 sq mm, 4 core	m	220	
7	10 sq mm, 4 core	m	270	
8	16 sq mm, 4 core	m	300	
9	25 sq mm, 4 core	m	150	
	<u>EARTH CONDUCTORS</u>			
	<u>Supply and installation of stranded copper earth conductors,together with power cables in cable trenches, cable sleeves and the like:</u>			
10	10 sq mm BCEW	m	270	
	Carried Forward		R	
	Section No. 5			
	Bill No. 1			
	Distribution Boards and Cable Work			

Brought Forward			R
11	16 sq mm BCEW	m	300
<u>CABLES TERMINATIONS</u>			
<u>The making off of PVC/PVC/SWA/PVC copper cables onto switchgear and busbars, including all necessary cable end material, cable shrouds, and the bolting onto cable gland plates and clamps.</u>			
12	6 sq mm, 4 core	No	55
13	10 sq mm, 4 core	No	55
14	16 sq mm, 4 core	No	55
15	25 sq mm, 4 core	No	55
16	10 sq mm BCEW	No	55
17	16 sq mm BCEW	No	55
<u>CABLE MARKERS</u>			
18	The supply and installation of 150 x 150 x 150 mm concrete cable markers with aluminium plate cast in top for indication purposes.	No	35
<u>EXCAVATIONS FOR CABLES AND SLEEVES</u>			
<u>Excavation of cable trenches of 800 mm deep x 450 mm wide (compacted measurement)</u>			
19	In earth & soft rock	m	300
20	In hard rock (compressor work)	m	150
21	Back filling in cable trenches not exceeding 200mm layers compacted to 95% AASTHO (Selected and approved material)	m	450
22	200 mm thick sifted or sand filling (100mm below and 100mm on top) of cables before backfilling	m	130
<u>CABLE SLEEVES</u>			
Carried Forward			R
Section No. 5 Bill No. 1 Distribution Boards and Cable Work			

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Item No		Quantity	Rate	Amount
	<u>SECTION NO. 4</u>			
	<u>BILL NO. 2</u>			
	<u>GRADE R CLASSROOMS</u>			
	<u>CONDUITING</u>			
	<u>The supply and installation of conduiting for lighting and power circuits, including ends, joints, ferrules, locknuts, cutting, threading reaming, bending and setting, where required:</u>			
1	20 mm dia PVC	m	680	
2	20 mm dia galvanised surface mounted	m	280	
3	25 mm dia PVC	m	340	
	<u>DRAW BOXES</u>			
	<u>The supply and installation of flush mounted, multi-way draw boxes, including the termination of conduits with ferrules and locknuts to same.</u>			
4	60 mm dia galvanised, round, multi-way for electrical service	No	10	
5	100 x 50 x 50 mm galvanised steel for electrical service	No	5	
6	100 x 100 x 100 mm galvanised steel for electrical services	No	5	
7	100 x 100 x 50 mm galvanised Back to Back box	No	5	
	<u>CONDUCTORS</u>			
	<u>The supply, installation in conduit and connecting up to equipment of stranded copper conductors.</u>			
8	4 sq mm PVC insulated	m	420	
9	2,5 sq mm PVC insulated	m	480	
10	1,5 sq mm PVC insulated	m	440	
	Carried Forward		R	
	Section No. 5			
	Bill No. 2			
	Grade R Classroom Block			

	Brought Forward			R
11	4 sq mm bare	m	210	
12	2,5 sq mm bare	m	240	
13	1,5 sq mm bare	m	220	
14	Supply and install galvanised draw wire in conduit.	m	850	
	<u>SWITCHES</u>			
	<u>Supply, installation and connecting up of light-switches with white cover plates equal or similar to Crabtree.</u>			
15	10 A, single lever switch	No	16	
16	10 A, two-way switch	No	12	
	<u>SOCKET OUTLETS</u>			
	<u>The supply, installation and connecting of socket outlets:</u>			
17	1 x 16A 3 pin 100 x 100 switched with cover plate Crabtree or similar	No	22	
18	2 x 16A 3 pin 100 x 100 switched with cover plate Crabtree or similar	No	12	
	<u>LUMINAIRES</u>			
	<u>Supplying, installation and commissioning of the following luminaires complete with lamps.</u>			
19	Type A	No	38	
20	Type B	No	19	
	<u>GENERAL</u>			
	<u>Supply, installation and commissioning of the following ancilliary equipment.</u>			
21	Photocell mounted against wall including outlet box	No	1	
22	Supply, delivery and installation of 12 000 BTU split unit airconditioners (2 x Sick bays)	No	4	
	Carried Forward			R
	Section No. 5			
	Bill No. 2			
	Grade R Classroom Block			

Brought Forward			R
23	Supply, delivery and installation 150L Solar Geyser with electrical backup in located above the kitchen, reticulates kitchen and all wash hand basins	No 3	
24	4,5kg DCP: Dry powder chemical fire extinguisher with hook made of 120x20x2mm mild steel strip bent to hook for extinguisher screwed twice to 520x100x22hardwood. Hardwood screwed & plugged with 6screws & plugs. Positioned as shown on plan. Provide 190x190 ABS plastic symbolic safety signs-typeFB2 Plugged & screwed to wall at all fire extinguishers.	No 3	
25	Supply, installation and connecting up of all earthing and bonding from metal roofs, gutters, warm and cold water pipes, drain pipes, wash basins etc for the whole installation.		SUM
26	Test for balancing of electrical installation, this is part of COC		SUM
27	Supply and install traffolite labels on all light switches, plugs etc with approved lettering		SUM
28	Commission , test and issue COC for new works	Item	
Carried Forward to Summary of Section No. 5			R
Section No. 5			
Bill No. 2			
Grade R Classroom Block			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 4</u>			
	<u>BILL NO. 4</u>			
	<u>KITCHEN</u>			
	<u>CONDUITING</u>			
	<u>The supply and installation of conduiting for lighting and power circuits, including ends, joints, ferrules, locknuts, cutting, threading reaming, bending and setting, where required:</u>			
1	20 mm dia PVC in surface bed	m	250	
2	20 mm dia PVC in brickwork	m	120	
3	25 mm dia PVC in brickwork	m	18	
	<u>DRAW BOXES</u>			
	<u>The supply and installation of flush mounted, multi-way draw boxes, including the termination of conduits with ferrules and locknuts to same.</u>			
4	60 mm dia galvanised, round, multi-way for electrical service	No	10	
5	100 x 50 x 50 mm galvanised steel for electrical service	No	5	
6	100 x 100 x 100 mm galvanised steel for electrical services	No	10	
	<u>CONDUCTORS</u>			
	<u>The supply, installation in conduit and connecting up to equipment of stranded copper conductors.</u>			
7	10 sq mm PVC insulated	m	65	
8	4 sq mm PVC insulated	m	150	
9	2,5 sq mm PVC insulated	m	150	
10	10 sq mm bare	m	33	
	Carried Forward		R	
	Section No. 5			
	Bill No. 3			
	Kitchen - SNP			

Brought Forward				R
11	4 sq mm bare	m	75	
12	2,5 sq mm bare	m	75	
13	Supply and install galvanised draw wire in conduit.	m	125	
<u>SWITCHES</u>				
<u>Supply, installation and connecting up of light-switches with white cover plates equal or similar to Crabtree.</u>				
<u>Allow for Euro Socketa outlet</u>				
14	10 A, single lever switch	No	5	
15	100 x 50 blank cover plate	No	5	
16	100 x 100 blank cover plate	No	5	
<u>ISOLATORS</u>				
<u>The supply, installation and connection of isolators in 100 x 100 x 50 mm boxes, complete with cover plate</u>				
17	40 A, double pole (Stoves)	No	2	
18	40 A, double pole surface mounted (Geysers)	No	1	
<u>SOCKET OUTLETS</u>				
<u>The supply, installation and connecting of socket outlets:</u>				
19	1 x 16A 3 pin 100 x 100 switched with cover plate Crabtree or similar	No	10	
<u>LUMINAIRES</u>				
<u>Supplying, installation and commissioning of the following luminaires complete with lamps.</u>				
20	Type A	No	13	
21	Type B	No	10	
Carried Forward				R
Section No. 5 Bill No. 3 Kitchen - SNP				

Brought Forward			R
<u>GENERAL</u>			
<u>Supply, installation and commissioning of the following ancilliary equipment.</u>			
22	Photocell mounted against wall including outlet box	No 1	
23	4,5kg DCP: Dry powder chemical fire extinguisher with hook made of 120x20x2mm mild steel strip bent to hook for extinguisher screwed twice to 520x100x22hardwood. Hardwood screwed & plugged with 6screws & plugs. Positioned as shown on plan. Provide 190x190 ABS plastic symbolic safety signs-typeFB2 Plugged & screwed to wall at all fire extinguishers.	No 1	
24	Supply, installation and connecting up of all earthing and bonding from metal roofs, gutters, warm and cold water pipes, drain pipes, wash basins etc for the whole installation.		SUM
25	Test for balancing of electrical installation		SUM
26	Supply and install traffolite labels on all light switches, plugs etc with approved lettering		SUM
27	Commission , test and issue COC for new works	Item	
Carried Forward to Summary of Section No. 5			R
Section No. 5			
Bill No. 3			
Kitchen - SNP			

[illegible]

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 5</u>			
	<u>BILL NO. 1</u>			
	<u>PROVISIONAL SUMS</u>			
	<u>PREAMBLES</u>			
	The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371-B) July 2013 which are both obtainable from Public Works website www.publicworks.gov.za/consultantguidelines			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>General:</u>			
	Unless otherwise described, all prime cost amounts and provisional sums shall be nett. No provision for 5 percent cash discount shall be included for the main contractor. Prime cost amounts and provisional sums exclude value added tax. In the event of a prime cost amount or provisional sum being omitted the items "Allow for profit"... and "allow for attendance" applicable, shall be omitted together with the prime cost amount or provisional sum and no claim whatsoever will be entertained in this regard. The principal agent shall be entitled to nominate or select any further specialist and other to execute work or supply and fix any goods whether or not a provisional sum is included in the bills of quantities and such specialists and other will then be deemed to be "selected subcontractors" as the case may be. Where profit stated, the contractor may allow for profit if required			
	Carried Forward		R	
	Section No. 6 Bill No. 1 Provisional Sums			

Brought Forward <u>Attendance upon nominated/selected subcontractors:</u> The item "Allow for attendance...." which follows each provisional sum for nominated/selected subcontractors work, shall be deemed to cover all the contractors costs incurred in providing free of charge to the subcontractor the service as set out in the relevant clause in the preliminaries <u>Taking delivery:</u> Taking delivery of goods or articles by the contractor on site shall mean getting in, unpacking, checking that the quantity is correct and that the goods are complete and undamaged, submitting a report thereof to the interested parties and issuing vouchers for the receipt of such goods. The contractor is to store the goods and will be held responsible for the safety thereof and indemnify the employer against any damage or loss which may occur. <u>Works executed under a seperate/direct contract:</u> The contractor shall permit access to the site and to the places where the work is to be carried out and provide every facility to enable the specialist to carry out his work in a workmanlike manner and in proper order and sequence. <u>Co-ordination:</u> The contractor shall obtain all necessary particulars of the subcontractors work timeously and the contractor will be responsible for the programming and co-ordination of the works <u>Number of nominated/selected subcontractors:</u> The contractors attention is drawn to the fact that the indicated individual provisional sums may consist of numerous specialist, all of which will become nominated/selected subcontractors. The contractor must therefore allow in his tender for any cost implication this may bring about, as no claims in this regard will be entertained. <u>PROVISIONAL SUMS FOR NOMINATED/SELECTED SUB-CONTRACTORS</u>	R
Carried Forward Section No. 6 Bill No. 1 Provisional Sums	R

Brought Forward		R	
<u>Loose Furniture:</u>			
<u>Loose Furniture:</u>			
1	Provide the sum of R 255 000.00 (Two Hundred and Fifty-five Thousand Rand) (To be determined by scope) for loose furniture supplied and transported complete, to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.	Item	
2	Profit	%	
3	Allow for general attendance	%	
<u>Ironmongery:</u>			
4	Provide the sum of R 30 000.00 Thirty Thousand Rand) for ironmongery to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.	Item	
5	Profit	%	
6	Allow for general attendance	%	
<u>Signage:</u>			
7	Provide the sum of R 30 000.00 (Thirty Thousand Rand) for Signage to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.	Item	
8	Profit:	%	
9	Allow for general attendance:	%	
<u>Servary Counter</u>			
10	Provide the sum of R 100 000.00 (One Hundred Thousand Rand) for servary counte to be used at the discretion of the Principal Agent and deducted in whole or in part if not required	Item	
11	Profit	%	
12	Allow for general attendance	%	
Carried Forward		R	
Section No. 6 Bill No. 1 Provisional Sums			

Brought Forward			R	
<u>Work top Counter</u>				
13	Provide the sum of R 200 000.00 (Two Hundred Thousand Rand) for worktop counter to be used at the discretion of the Principal Agent and deducted in whole or in part if not required	Item		
14	Profit		%	
15	Allow for general attendance		%	
<u>Scullery Equipment</u>				
16	Provide the sum of R 300 000.00 (Three Hundred Thousand Rand) for scullery equipment to be used at the discretion of the Principal Agent and deducted in whole or in part if not required	Item		
17	Profit		%	
18	Allow for general attendance		%	
<u>Plumbing and Drainage</u>				
19	Provide the sum of R 200 000.00 (Two Hundred Thousand Rand) for shelving to be used at the discretion of the Principal Agent and deducted in whole or in part if not required	Item		
20	Profit		%	
21	Allow for general attendance		%	
<u>Community Liaison Officer:</u>				
22	Provide the sum of R 64 000.00 (Sixty -Four Thousand Rand) for Community Liason Officer with stipend of R8 000.00 each month to be employed by the main contractor for the duration of the contract, to be used at the discretion of the Principal Agent and deducted in whole or in part if not required	Item		
23	Profit		%	
24	Allow for general attendance		%	
Carried to Final Summary			R	
Section No. 6				
Bill No. 1				
Provisional Sums				

Section No		Page No	Amount	
<u>FINAL SUMMARY</u>				
1	Section 1: Preliminaries	51		
2	Section 2A: Building Works - Classroom Block	95		
3	Section 2B: Building Works - Kitchen SNP Block	133		
4	Section 3: Civil Works	142		
5	Section 4: Electrical Works	152		
6	Section 5: Provisional Sums	156		
SUB TOTAL			R	
<u>CONTINGENCIES</u>				
Allow for contingencies, to be used by the Employer in terms of Clause 17 of the Principal Building Agreement.		Item		1 057 037.19
SUB TOTAL BEFORE VAT			R	
<u>ADD: VALUE ADDED TAX</u>				
Value Added Tax (15%)			R	
TENDER SUM CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			R	
Carried to Form of Tender			R	

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The primary objective of the employer is to appointment of a contractor for the construction of 3 Grade R classrooms, 1 SNP kitchen and covered parking bays at Kolong Primary School.

The employer may include the following statement in the tender documents should the employer wish to have specific training carried out as an objective of the project:

One of the objectives of the project is to training ether of the following: (occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates)

The objective of the project is to provide for a minimum contract participation goal (CPG) of 5% of the total project value and to develop targeted enterprise by the main or lead partner contractors.

The Contractor shall:

- Subcontract a minimum of 5% of the total project value to targeted enterprises;
- Perform needs analysis on the targeted enterprise to identify developmental goals;
- Provide internal mentorship support to improve the targeted enterprise/s performance;
- Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas to the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017
- Monitor and report the progress of the agreed development areas with the targeted enterprise/s
- Submit a project completion report to the Employer's representative for each targeted enterprise.

The Contractor shall provide opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: accommodate Part/Full Occupational qualification (Method 1), Trade qualifications learners (Method 2),train Work Integrated Learners – P1 and P2 Learners (Method 3) and/or Professional Candidates (Method 4) as indicated in the cidb Standard and as agreed to by the Employer on this project (Employer to stipulate)

The Contractor may only place 33% employees employed by him/her or that of his/her subcontractor contributing to the CSDG.

The Contractor shall achieve the measurable CSDG by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods

Contract

Addendum A

Occupational Health and Safety Regulations

BID No: BID No: DOE12NWER 034 - CONTRACTOR

as agreed: accommodate Part/Full Occupational qualification (Method 1), Trade qualifications learners (Method 2), Work Integrated Learners (Method 3) and/or Candidates (Method 4) as per the cidb Standard in relation to work directly related to the Contract as indicated under clause 4.2 and 4.3 in the cidb Standard. (Employer to stipulate).

The Contractor shall ensure that all beneficiaries of the Standard are registered with CIDB Skills Development Agency (SDA).

The Contractor shall be responsible for developing subcontractors in accordance with the cidb Standard for Indirect Targeting for Enterprise Development.

The Contractor shall be responsible for the appointment of the Enterprise Development Coordinator.

1.2 Scope

The scope of works comprises of the construction of 3 Grade R classrooms with 9 new toilets, 1 NSNP Kitchen (as dictated by Annexure D of DBE's Norms, Standards Gazette) Play Area, 32 new covered parking bays and 1 x 5000L Tank, installation of storm water channels around proposed Grade R section, Construction of Grade R boundary fence.

1.3 Specifications

- **Architect - Annexured to the Tender Document**
- **Civil Engineer - Annexured to the Tender Document**
- **Structural Engineer - Annexured to the Tender Document**
- **Electrical Engineer - Annexured to the Tender Document**

1.4 Location of the works

Kolong Primary School:

The project is located at 707 Jakaranda Street, Ipelegeng Shweizer-Reneke in Dr Ruth S. Mompoti District Municipality, North West Province. Site Coordinates: Latitude. -27.19721, 25.302 (S27°11'49,90676" E25°18'3,53967")

1.5 Temporary works

To be communicated to the winning Bidder before construction commences

2 DRAWINGS

- **Architect – Annexured to the Tender Document**
- **Civil Engineer - Annexured to the Tender Document**
- **Structural Engineer – Annexured to the Tender Document**
- **Electrical Engineer – Annexured to the Tender Document**

Contract

BID No: BID No: DOE12NWER 034 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

3 Subcontracting

3.2

3.2.1 Scope of mandatory subcontract work

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 30%, 10% of which should be allocated to the IDT CDP contractors between 2GB and 3GB (list per cluster will be provided upon appointment).

The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as BID data

3.2.4 Attendance on subcontractors

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

4 CIDB B.U.I.L.D. Programme

The contractor must comply with the Department of Public Works and Infrastructure General Notice 1779 of 2023 as per Construction Industry Development Board (CIDB) for achieving the standards for delivery skills for infrastructure contracts 31 March 2023.

5. MANAGEMENT

5.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.2 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

Contract

BID No: BID No: DOE12NWER 034 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

5.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

5.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

5.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

5.6 Addenda

INDEPENDENT DEVELOPMENT TRUST

BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.– BID NUMBER: DOE12NWER034

C4 Site Information

KOLONG PRIMARY SCHOOL

PROJECT NAME	LOCATION	LATITUDE	LONGITUDE
KOLONG PRIMARY SCHOOL	707 JAKARANDA STREET, IPELEGENG SHWEIZER-RENEKE	S27°11'49,9 0676"	E25°18'3,5396 7")

Contract

BID No: BID No: DOE12NWER 034 - CONTRACTOR

**Addendum A
Occupational Health and Safety Regulations**

KOLONG PRIMARY SCHOOL

PROJECT NAME	LOCATION	LATITUDE	LONGITUDE
KOLONG PRIMARY SCHOOL	707 JAKARANDA STREET TROISVILLE IPELENG	S27°18'49.9 0676"	E25°18'23.5396 7")
	SHWEIZER-RENEKE		

Contract

BID No: BID No: DOE12NWER 034 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

7 February 2014

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

Contract

BID No: BID No: DOE12NWER 034 - CONTRACTOR

**Addendum A
Occupational Health and Safety Regulations**

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2). _____

Contract

BID No: BID No: DOE12NWER 034 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

Contract

BID No: BID No: DOE12NWER 034 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

ADDENDUM B

**Occupational Health and Safety Specification
APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GRADE R
CLASSROOMS AT KOLONG PRIMARY SCHOOL IN DR RUTH S. MOMPATI
DISTRICT FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.**

INDEPENDENT DEVELOPMENT TRUST
(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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

The Independent Development Trust (IDT)
4071 Joules Street
Industrial Site
Mahikeng
2745

ADDENDUM “A”

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOE12NWER034 - CONTRACTOR

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOE12NWER034 - CONTRACTOR

that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOE12NWER034 - CONTRACTOR

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2014)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site:

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal Agent:

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOE12NWER034 - CONTRACTOR

3. DESIGN CONSULTANTS

3.1 Name and postal address of OHS consultants:

3.1.1 Occupational Health and Safety

To be advised

3.1.2 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers/ Principal Agent:

3.2.2 Architects:

3.2.3 Structural engineer :

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Other (if any):

4. THE WORKS

Nature of the works:

Commencement date:

Completion date:

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

Addendum I

ADDENDUM I

Drawings

ADDENDUM J

IDT Addendum to the JBCC



ADDENDUM

To the

**THE JBCC PRINCIPAL BUILDING
AGREEMENT**

NAME OF PROJECT: _____

INTRODUCTION

WHEREAS, the Independent Development Trust (“IDT”) made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition (hereinafter referred to as “Main Agreement”).

AND WHEREAS, this addendum shall form part of the Main Agreement between the Employer and the Contractor.

1. ADDENDUM TO THE MAIN AGREEMENT

1.1 This Agreement will constitute an Addendum to the Main Agreement as contemplated herein;

1.2 The Terms of Reference, Accepted Proposal or BID, Standard Conditions of BID, Special Conditions of BID and adjusted Priced Bills of Quantities shall form part of the agreement between the Contractor and the Employer;

1.3 This Addendum will be deemed to incorporate, with or without variation, all the provisions of the Main Agreement, unless the context clearly requires otherwise;

1.4 All words and phrases used in this Addendum which are defined in the Main Agreement, will bear the same meaning assigned to them in the Main Agreement; and

1.5 All references in the Main Agreement to “the/this Agreement” itself, will be deemed to be references also to the Main Agreement duly amended by this Addendum.

1.6 Interpretations and Definition

1.6.01 **Financial Implications** shall mean the variation amount over and above the awarded contract sum.

2. SPECIAL CONDITION

If there is any conflict between the contents or any part of this Addendum and the contents or any part of the Main Agreement and other annexures, the content of this Addendum shall prevail.

3. WAIVER OF CONTRACTOR'S LIEN

- 3.1 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site.
- 3.2 The Employer, as an Organ of State, shall not be required to provide payment guarantees.

4. ASSIGNMENT OF RIGHTS OR OBLIGATIONS

- 4.1 Neither **party** shall assign or cede rights or obligations without the written consent of the other **party**, which consent shall not be unreasonable withheld.
- 4.2 Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 above, shall be obtained from the Employer prior to entering into such cession.
- 4.3 Any cession entered into without the necessary written consent from the either party, shall be null and void.
- 4.4 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System.

5 INTERIM PAYMENT

- 5.1 The **Employer** shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the **Contractor** the amount certified in an interim **payment certificate** within **thirty (30) calendar days** of the date of submission of the **payment certificate**".
- 5.2 Default interest, where applicable, shall only be effective after the 30 calendar days of the date of receipt of the interim **payment certificate from the Principal Agent**.
- 5.3 The Employer shall be entitled to apply a set-off against a legitimate and liquid claim against the Contractor from which a valid invoice has been received.

6 TAX COMPLIANCE MEASURES

- 6.1 The Contractor hereby grant confirmation that SARS may, on on-going basis during the contract term, disclose the Contractor's tax compliance status to the employer.
- 6.2 Should the Contractor appoint a sub-contractor to execute a portion of a work in excess of the threshold (currently 25%) prescribed by the National Treasury, the Contractor must ensure that a sub-contractor is tax compliant and remains tax compliant for the full duration of the contract. The contractor shall obtain a written consent from its sub-contractors confirming that SARS may on on-going basis during the contract term, disclose the sub-contractor's tax compliance status to the employer.
- 6.3 The Contractor shall submit a valid tax clearance certificate within 10 working days from the date of expiry of the tax clearance certificate. The Employer reserve the right to demand a valid Tax Clearance Certificate prior to making any payment to the Contractor, should it become aware that the tax clearance corticated has expired.

- 6.4 Unless the Employer receive a written confirmation that the Contractor has challenged its tax compliance status with SARS, the Employer shall not process any payment to the Contractor, if 30 days has lapsed since the written notice by the Employer and the Contractor has failed to remedy its tax compliance status.
- 6.5 Employer's non-payment of the Contractor's invoice in accordance with clause 6.4 above shall not absolve the contractor from performing its obligation in terms of the contract.
- 6.6 Unless the Employer receives a written confirmation that the Contractor or sub-Contractor has challenged its tax compliance status with SARS, the Employer shall be entitled to cancel the contract with the Contractor or instruct the Contractor to cancel its contract with the Sub-Contractor.
- 6.7 Where a Contractor is a JV, each party to a JV must be tax complaint and remains tax compliant for the full duration of the contract, failing which, the Employer shall invoke paragraph 6.4 or 6.6 above.

7. APPROVAL OF VARIATION ORDERS

- 7.1 Upon receipt of the Variation Order (VO), the Principal Agent must professionally consider the merits of the Variation Order and make a recommendation to the Employer.
- 7.2 The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
- 7.3 The Employer must communicate the approval of a Variation Order in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the approval of the VO, issue the necessary Contract Instruction to the contractor to undertake the works.

- 7.4 The Contractor shall not commence with any Variation Order Works without the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 7.2 above.
- 7.5 Should the Contractor undertakes the Variation Order Works without the necessary written approval of the Variation Order from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor.
- 7.6 The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent.

8. JOINT VENTURE AGREEMENT

- 8.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 8.2 Should the Employer decide not to terminate the contract upon the dissolution of the JV Agreement and the replacement JV partner does not meet the BBEE threshold stipulated in the BID document, the IDT shall be entitled to cancel the contract with immediate effect.

- 8.3 Should the BBBEE status of the Joint Venture be changed to a lower rate than the BIDDing rate, based on legislation applicable at the closing date of the
- 8.4 BID, the IDT shall be entitled to cancel the contract.

9. BREACH

9.1 In the event that the contractor: -

- 9.1.1 commits an act of insolvency; or
- 9.1.2 is placed under a provisional or final winding-up or judicial management order; or
- 9.1.3 is placed under or applied for business rescue; or
- 9.1.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third arty without the written consent of the employer; or
- 9.1.5 the Contractor is registered or fails to renew his registration with the CIDB or changes directorship during the course of the project, resulting in the contravention of BBBEE statutory requirement; or
- 9.1.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,

then the other Employer will be entitled to terminate the Agreement on written notice.

Signed at on this the day of**202.....B.**

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**
(.....), in his/her
capacity as the -----

2. _____

For and on behalf of the **Employer:**
(.....), in his/her
capacity as the -----

-----.

Signed at on this the day of**202...**

AS WITNESSES:

3. _____

4. _____

For and on behalf of the **Contractor:**

.....i

n his/her capacity as

.....,

who hereby confirm that he/she is
duly authorized.

