



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS**  
**TENDER DOCUMENT**  
**FOR**  
**LENYENYE MAGISTRATE OFFICE:**  
**CONSTRUCTION OF FACILITIES FOR PEOPLE**  
**WITH DISABILITIES**

**TENDER NUMBER: PLK21/47**

**TENDERER: .....**

**CONSISTING OF:**

**VOLUME 1 – TENDERING PROCEDURES**

**VOLUME 2 – RETURNABLE DOCUMENTS**

**VOLUME 3 – CONTRACT**



**EXPANDED PUBLIC WORKS PROGRAMME**



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS**

**TENDER DOCUMENT**

**FOR**

**LENYENYE MAGISTRATE OFFICE: CONSTRUCTION OF  
FACILITIES FOR PEOPLE WITH DISABILITIES**

**TENDER NUMBER: PLK21/47**

**QUANTITY SURVEYORS**

Chauke Quantity Surveyors  
1 Voortrekker Street  
POLOKWANE, 0699  
Tel: (015) 295 9290  
Fax: (015) 295 8532  
Contact Person: Ms S Chauke

**ARCHITECTS**

Mashilo Lambrechts Architects  
78B Voortrekker Street  
POLOKWANE, 0699  
Tel: (015) 297 7892  
Fax: (015) 297 7893  
Contact Person: Mr M Lambrechts

**VOLUME 1: TENDERING PROCEDURES**



**EXPANDED PUBLIC WORKS PROGRAMME**

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: PLK21/47

CLOSING TIME: 11:00

CLOSING DATE: 30/11/2021

**TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION**

The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

TENDER DOCUMENTS MAY BE POSTED TO

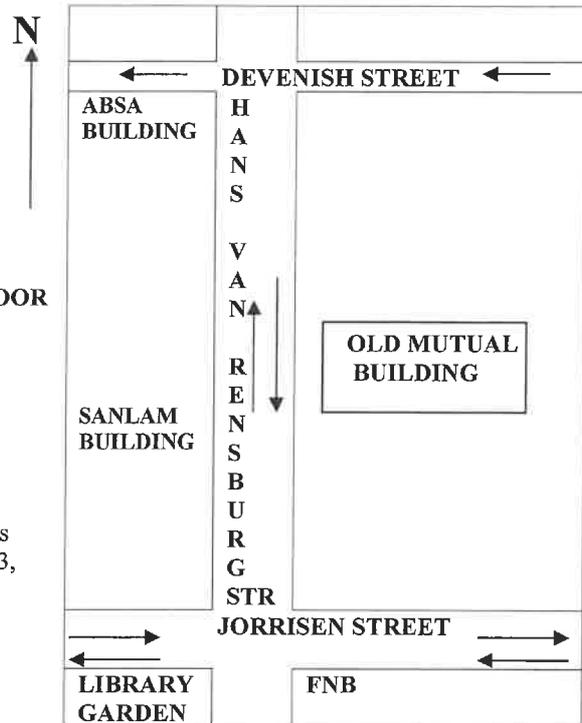
REGIONAL MANAGER  
Department of Public Works  
Private Bag X 9469  
POLOKWANE  
0700

**ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR**

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

**OR**

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open (**Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.**) However, if the tender is late, it will as a rule not be accepted for consideration.

*Tenderers should ensure that tenders are delivered timeously to the correct address.*

**SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.**

*Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/tenders/>

## **T1.1 – NOTICE AND INVITATION TO TENDER**

## PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	Lenyenye Magistrate Office: Construction of facilities for people with disabilities.		
<b>Reference no:</b>	70005/0003		
<b>Tender no:</b>	PLK 21/47		
<b>Advertising date:</b>	05/11/2021	<b>Closing date:</b>	30/11/2021
<b>Closing time:</b>	11H00	<b>Validity period:</b>	56 days

It is estimated that tenderers should have a CIDB contractor grading designation of **3 GB** or **3 GB\*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value rangeselect class of construction worksPE** or **select tender value rangeselect class of construction worksPE\*** or higher.

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

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

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed and signed where required.
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. <b>insert motivation why the site inspection meeting is declared compulsory</b>
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
<input type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
<input checked="" type="checkbox"/>	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
<input checked="" type="checkbox"/>	Submission of (DPW-09EC): Particulars of Tenderer's Projects.

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

For Internal & External Use

Effective date: July 2020

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Version: 3.6

<input checked="" type="checkbox"/>	Submission of documentary proof / certified copy of qualified electrician certificate of a registered person accredited in terms of Occupational Health and Safety Act 1993 issued by the Department of labour,
<input checked="" type="checkbox"/>	All certified documents to be not more than 3 Months on date of tender closure and also note for all cancellation to be initiated.

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

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

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

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

<b>Minimum functionality score to qualify for further evaluation:</b>	
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Functionality criteria:	Weighting factor:
<b>Total</b>	<b>100 Points</b>

**Collection of tender documents**

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address :

**National Department of Public Works.**  
Old Mutual Building,  
78 Hans Van Rensburg Street.  
Polokwane

A non-refundable bid deposit of R 100.00 is payable (cash only) on collection of the bid documents.

**Site inspection meeting**

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

The particulars for said pre- tender site inspection meeting are:

Venue: N/A

Date: N/A

Starting time: N/A

**inquiries related to tender documents may be addressed to:**

<b>DPW Project Manager:</b>	MS MAHLONG	<b>Telephone no:</b>	(015) 291 6431
<b>Cell no:</b>	079 695 4111	<b>Fax no:</b>	(015) 297 4411
<b>E-mail:</b>	Samuel Mahlong		

**Deposit / return of tender documents**

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

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

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

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X9469 Polokwane 0742</p> <p>Attention: <b>Procurement section: Room 10</b> Old Mutual Building.</p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>Department of Public Works Old Mutual Building 78 Hans Van rensburg Street R00m 10</p>
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**Compiled by:**

MS MAHLONG		2021/11/05
Name of Project Manager	Signature	Date



## Notice and Invitation to Tender: PA-04 (EC)

**T1.2 – TENDER DATA**

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b><i>Lenyenye Magistrate Office: Construction of facilities for people with disabilities</i></b>
<b>Reference no:</b>	<i>7005/0003</i>

<b>Tender no:</b>	<b><i>PLK21/47</i></b>	<b>Closing date:</b>	<b><i>30/11/2021</i></b>
<b>Closing time:</b>	<b><i>11H00</i></b>	<b>Validity period:</b>	<b><i>56 days</i></b>

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

**Tender no: *PLK21/47***

C.1.4	The Employer's agent is:	
	Name:	<b>Mr Samuel Mahlong</b>
	Capacity:	<b>Departmental Project Manager</b>
	Address:	<b>Department of Public Works, Private Bag x9490</b>
	Tel:	<b>015 291 6431</b>
	Fax:	<b>015 297 4411</b>
	E-mail:	<b>Samuel.Mahlong@dpw.gov.za</b>

C.2.1  
C.3.11

**A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:**

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

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **GB** or **GB\*\*** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

Joint ventures are eligible to submit tenders provided that:

- 1. every member of the joint venture is registered with the CIDB;
- 2. the lead partner has a contractor grading designation in the **GB** or **GB\*\*** class of construction work; and
- 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a **GB** or **GB\*\*** class of construction work

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

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

**B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

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

<b>Functionality Criteria</b>	<b>Weighting Factor</b>
<b>Total</b>	<b>100 Points</b>

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

**Minimum functionality score to qualify for further evaluation:**

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

**C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

**Provisions applicable to Evaluation Method 1 and 2:**

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

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

**C.1. Technical risks:**

**C.1.1 Criterion 1: Quality of current and previous work**

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

**C.1.2 Criterion 2: Contractual commitment**

Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:

- a) the level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
- b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
- c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

**C.2 Commercial risks:**

The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.

**C.2.7** For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

**C.2.12** If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

	<p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender;          or  <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p><b>78 Hans Van Rensburg Street</b>  <b>Polokwane</b>  <b>0699</b></p>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	<p>Omit the wording and replace with the following:</p> <p>"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."</p>
C.3.9.4	<p>Omit the wording of the first sentence and replace with the following:</p> <p>"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"</p>
C.3.9.4	<p>Add sub paragraph c) to C.3.9.4, as follows:</p> <p>"c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."</p>
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	<p>Add the following to sub paragraph a), as follows:</p> <p>The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;</p>
C.3.17	Provide to the successful tenderer one copy of the signed contract document.



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## DEPARTMENT OF PUBLIC WORKS

### TENDER DOCUMENT

FOR

### LENYENYE MAGISTRATE OFFICE: CONSTRUCTION OF FACILITIES FOR PEOPLE WITH DISABILITIES

TENDER NUMBER: PLK21/47

#### QUANTITY SURVEYORS

Chauke Quantity Surveyors  
1 Voortrekker Street  
POLOKWANE, 0699  
Tel: (015) 295 9290  
Fax: (015) 295 8532  
Contact Person: Ms S Chauke

#### ARCHITECTS

Mashilo Lambrechts Architects  
78B Voortrekker Street  
POLOKWANE, 0699  
Tel: (015) 297 7892  
Fax: (015) 297 7893  
Contact Person: Mr M Lambrechts

## VOLUME 2: RETURNABLE DOCUMENTS



**EXPANDED PUBLIC WORKS PROGRAMME**

**VOLUME 2: RETURNABLE DOCUMENTS**

**T2.1 – LIST OF RETURNABLE DOCUMENTS**

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>LENYENYE MAGISTRATE OFFICE: CONSTRUCTION OF FACILITIES FOR PEOPLE WITH DISABILITIES</b>		
<b>Tender / Quote no:</b>	PLK21/47	<b>Reference no:</b>	7005/0003
<b>Receipt Number:</b>			

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	4 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	No
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	No
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	No
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).	-	No

\* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: *PLK21/47*

**2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment ( <i>if applicable</i> )	-	Yes

**3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) ( <i>if applicable</i> )	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) ( <i>if applicable</i> )	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules ( <i>if applicable</i> )	0 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) ( <i>if applicable</i> )	1 Page	Yes

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	83 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no: *PLK21/47*

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

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

**Signed by the Tenderer:**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

**C1.1 – FORM OF OFFER AND ACCEPTANCE**

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

<b>Project title:</b>	Lenyenye Magistrate Office: <u>Construction</u> of facilities for <u>people</u> with disabilities		
<b>Tender no:</b>	PLK21/47	<b>Reference no:</b>	7005/0003

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
Construction of facilities for people with disabilities.

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

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

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

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

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

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

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

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number:.....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number:.....
--	-----------	--

**AND WHO IS (if applicable):**

Trading under the name and style of: .....
--

**AND WHO IS:**

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

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
For Internal & External Use

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: .....  In his/her capacity as: .....	<b>Note:</b>  A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	--

**Tender no:** *PLK21/47*

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
  - (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
  - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No   
*DPW-10.3 EC (JBCC)*
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No   
*DPW-10.1 EC (JBCC)*

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

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

.....

**Other Contact Details of the Tenderer are:**

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

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

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Fax No .....  
 Postal address .....  
 Banker ..... Branch.....  
 Registration No of Tenderer at Department of Labour .....  
 CIDB Registration Number: .....

**Tender no: PLK21/47**

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Site information

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

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

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
 For Internal & External Use

**Tender no:** *PLK21/47*

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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

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

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
 For Internal & External Use

## **C2.2 – BILLS OF QUANTITIES**



public works

---

Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

**PRELIMINARIES  
FOR INCLUSION IN  
BILLS OF QUANTITIES AND  
LUMP SUM DOCUMENTS  
BASED ON THE  
JBCC SERIES 2000 DOCUMENTATION**

**APRIL 2014**

## **NOTES TO CONSULTANT QUANTITY SURVEYORS / PROJECT MANAGERS**

### **PRELIMINARIES**

The attached pro-forma Preliminaries which are to be inserted in the Bills of Quantities / Lump Sum Document, are to be dealt with as follows:

#### **Section A**

Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement. Certain clauses have been modified by the Department and must be inserted unaltered into the Bills of Quantities / Lump Sum Document

The Consultant Quantity Surveyor / Project Manager must ensure that the clauses that have been modified by the Department in this section are identical to those reflected in clause 42.4.7 of the Schedule of Contract Variables (Contract Data DPW-04EC)

The Schedule of Contract Variables (Contract Data DPW-04EC) also requires the insertion of additional information pertinent to the contract

#### **Section B**

Section B lists the clauses of and refers directly to the JBCC Preliminaries

The Schedule of Variables requires the insertion of additional information pertinent to the contract

#### **Section C**

Section C contains specific preliminary items. All items must be scrutinized and any item which is not appropriate must be marked N/A (Not Applicable)

Any new items which may be necessary for a particular service must be inserted at the end of Section C

**SECTION 1****PRELIMINARIES****MEANING OF TERMS "TENDER / TENDERER"**

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

**PRELIMINARIES**

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"

**PRICING OF PRELIMINARIES**

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT****DEFINITIONS**

A1.0

**DEFINITIONS AND INTERPRETATION**

## Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**FRAUDULENT PRACTICE**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**SECURITY**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**OBJECTIVE AND PREPARATION**

A2.0 **OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A3.0 **DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A4.0 **DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**SECTION 1: PRELIMINARIES (SECTION A)**

**Each Item Carried to Collection**

A5.0

**EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A6.0

**SITE REPRESENTATIVE**

Clause 6.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A7.0

**COMPLIANCE WITH REGULATIONS**

Clause 7.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities / lump sum document** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A8.0

**WORKS RISK**

Clause 8.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A9.0

**INDEMNITIES**

Clause 9.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A10.0

**WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

**10.5 Damage to the Works**

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

### 10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

### 10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that 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

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

#### 10.7.2 Injury to persons or loss of or damage to property

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

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

**10.7.3** It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

**10.7.4** The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A13.0 **No clause**

A14.0 **SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

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

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within **twenty-one (21) calendar days** from **commencement date**

14.3.2 Within **twenty-one (21) calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within **twenty-one (21) calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within **twenty-one (21) calendar days** from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within **fourteen (14) calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within **fourteen (14) calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

## EXECUTION

A15.0

### PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

<p>A16.0</p> <p>Clause 16.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p><b>ACCESS TO THE WORKS</b></p> <p style="text-align: right;"><b>Item</b></p>
<p>A17.0</p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p><b>CONTRACT INSTRUCTIONS</b></p> <p style="text-align: right;"><b>Item</b></p>
<p>A18.0</p> <p>Clause 18.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p><b>SETTING OUT OF THE WORKS</b></p> <p style="text-align: right;"><b>Item</b></p>
<p>A19.0</p> <p>Clause 19.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p><b>ASSIGNMENT</b></p> <p style="text-align: right;"><b>Item</b></p>
<p>A20.0</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Note: See item B9.1 hereinafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p><b>NOMINATED SUBCONTRACTORS</b></p> <p style="text-align: right;"><b>Item</b></p>
<p>A21.0</p> <p>Clause 21.0</p> <p>Clause 21 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p><b>SELECTED SUBCONTRACTORS</b></p> <p style="text-align: right;"><b>Item</b></p>
<p>A22.0</p> <p>Clause 22.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p><b>EMPLOYER'S DIRECT CONTRACTORS</b></p> <p style="text-align: right;"><b>Item</b></p>

**SECTION 1: PRELIMINARIES (SECTION A)**

**Each Item Carried to Collection**

A23.0	<p><b>CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b></p> <p>Clause 23.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
	<p><b>COMPLETION</b></p>
A24.0	<p><b>PRACTICAL COMPLETION</b></p> <p>Clause 24.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A25.0	<p><b>WORKS COMPLETION</b></p> <p>Clause 25.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A26.0	<p><b>FINAL COMPLETION</b></p> <p>Clause 26.0</p> <p>Clause 26.1.2 is amended by inserting “#” next to 26.1.2</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A27.0	<p><b>LATENT DEFECTS LIABILITY PERIOD</b></p> <p>Clause 27.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A28.0	<p><b>SECTIONAL COMPLETION</b></p> <p>Clause 28.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A29.0	<p><b>REVISION OF DATE FOR PRACTICAL COMPLETION</b></p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A30.0	<p><b>PENALTY FOR NON-COMPLETION</b></p> <p>Clause 30.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
	<p><b>PAYMENT</b></p>
A31.0	<p><b>INTERIM PAYMENT TO THE CONTRACTOR</b></p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing “14.7.1” with “14.0”</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p>

**SECTION 1: PRELIMINARIES (SECTION A)**

**Each Item Carried to Collection**

**Alternative A**

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

**Alternative B**

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**A32.0 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A33.0

**RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A34.0

**FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

Clause 34.1 is amended by removing “#” next to 34.1

Clause 34.2 is amended by inserting “#” next to 34.2

Clause 34.8 is amended by deleting the words “where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”

Clause 34.13 is amended by replacing “seven (7) **calendar days**” with “twenty-one (21) **calendar days**” and deleting the words “subject to the **employer** giving the **contractor** a tax invoice for the amount due”

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A35.0

**PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**CANCELLATION**

A36.0

**CANCELLATION BY EMPLOYER – CONTRACTOR’S DEFAULT**

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “**principal agent**” with “**employer**”

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A37.0 **CANCELLATION BY EMPLOYER – LOSS AND DAMAGE**

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A38.0 **CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A39.0 **CANCELLATION – CESSATION OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence:

"within one hundred and twenty (120) **working days** of completion of such a report"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**DISPUTE**

A40.0 **DISPUTE SETTLEMENT**

Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**SUBSTITUTE PROVISIONS**

A41.0 **STATE CLAUSES**

Clause 41.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

**CONTRACT VARIABLES**

A42.0 **THE SCHEDULE (DPW-04EC)**

Clause 42.0

Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

**SECTION B: JBCC PRELIMINARIES****B1.0 DEFINITIONS AND INTERPRETATION****B1.1 *Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B2.0 DOCUMENTS****B2.1 *Checking of documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B2.2 *Provisional bills of quantities***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B2.3 *Availability of construction documentation***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B2.4 *Interests of agents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B2.5 *Priced documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B2.6 *Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B3.0 THE SITE****B3.1 *Defined works area***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B3.2 *Geotechnical investigation***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**B3.3 *Inspection of the site***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**SECTION 1: PRELIMINARIES (SECTION B)**

Each Item Carried to Collection

B3.4	<b>Existing premises occupied</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.5	<b>Previous work – dimensional accuracy</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.6	<b>Previous work – defects</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.7	<b>Services – known</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.8	<b>Services – unknown</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.9	<b>Protection of trees</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.10	<b>Articles of value</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.11	<b>Inspection of adjoining properties</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.0	<b>MANAGEMENT OF CONTRACT</b>		
B4.1	<b>Management of the works</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	<b>Programme for the works</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	<b>Progress meetings</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	<b>Technical meetings</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	<b>Labour and plant records</b>	Fixed: _____ Value related: _____ Time related: _____	Item

**SECTION 1: PRELIMINARIES (SECTION B)**

**Each Item Carried to Collection**

B5.0	<b>SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b>		
B5.1	<b><i>Samples of materials</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.2	<b><i>Workmanship samples</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.3	<b><i>Shop drawings</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.4	<b><i>Compliance with manufacturers' instructions</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.0	<b>TEMPORARY WORKS AND PLANT</b>		
B6.1	<b><i>Deposits and fees</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.2	<b><i>Enclosure of the works</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.3	<b><i>Advertising</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.4	<b><i>Plant, equipment, sheds and offices</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.5	<b><i>Main notice board</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.6	<b><i>Subcontractors' notice board</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B7.0	<b>TEMPORARY SERVICES</b>		
B7.1	<b><i>Location</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B7.2	<b><i>Water</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>

**SECTION 1: PRELIMINARIES (SECTION B)**

**Each Item Carried to Collection**

B7.3	<b>Electricity</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B7.4	<b>Telecommunication facilities</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B7.5	<b>Ablution facilities</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B8.0	<b>PRIME COST AMOUNTS</b>		
B8.1	<b>Responsibility for prime cost amounts</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B9.0	<b>ATTENDANCE ON N/S SUBCONTRACTORS</b>		
B9.1	<b>General attendance</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B9.2	<b>Special attendance</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B9.3	<b>Commissioning – fuel, water and electricity</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B10.0	<b>FINANCIAL ASPECTS</b>		
B10.1	<b>Statutory taxes, duties and levies</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B10.2	<b>Payment for preliminaries</b>	Fixed: _____ Value related: _____ Time related: _____	Item
B10.3	<b>Adjustment of preliminaries</b>	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document"	
		Fixed: _____ Value related: _____ Time related: _____	Item
B10.4	<b>Payment certificate cash flow</b>	Fixed: _____ Value related: _____ Time related: _____	Item

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

B11.0	<b>GENERAL</b>			
B11.1	<b>Protection of the works</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.2	<b>Protection / isolation of existing / sectionally occupied works</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.3	<b>Security of the works</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.4	<b>Notice before covering work</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.5	<b>Disturbance</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.6	<b>Environmental disturbance</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.7	<b>Works cleaning and clearing</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.8	<b>Vermin</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.9	<b>Overhand work</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.10	<b>Instruction manuals and guarantees</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.11	<b>As built information</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B11.12	<b>Tenant installations</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>

**SECTION 1: PRELIMINARIES (SECTION B)**

**Each Item Carried to Collection**

B12.0 SCHEDULE OF VARIABLES

B12.1 *Schedule of variables*

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

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

**12.1 PRE-TENDER INFORMATION**

12.1.1 ***Provisional bills of quantities***

[2.2] *The quantities are provisional* (yes/no)  no

12.1.2 ***Availability of construction documentation***

[2.3] *Construction documentation is complete* (yes/no)  yes

12.1.3 ***Interests of agents***

[2.4] Details:

12.1.4 ***Defined works area***

[3.1] Details:

12.1.5 ***Geotechnical investigation***

[3.2] Details:

12.1.6 ***Existing premises occupied***

[3.4] Specific requirements:

12.1.7 ***Previous work – dimensional accuracy***

[3.5] Details:

12.1.8 ***Previous work – defects***

[3.6] Details:

12.1.9 ***Services – known***

[3.7] Details:

12.1.10 ***Protection of trees***

[3.9] Specific requirements:

12.1.11 ***Inspection of adjoining properties***

[3.11] Specific requirements:

12.1.12 ***Enclosure of the works***

[6.2] Specific requirements:

12.1.13 [6.4.3]	<b>Offices</b> Specific requirements: The <b>contractor</b> shall provide, maintain and remove on completion of the works an office for the exclusive use of the <b>principal agent</b> , minimum size 4 x 3 x 3m high internally, suitably 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	
12.1.14 [6.5]	<b>Main notice board</b> Specific requirements: The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m as type Drawing GEN 063, 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	
12.1.15 [6.6]	<b>Subcontractors' notice board</b> A notice board is required Specific requirements:	(yes/no) <input type="checkbox"/> no
12.1.16 [7.2]	<b>Water</b> Option A (by <b>contractor</b> )  Option B (by <b>employer</b> – free of charge)  Option C (by <b>employer</b> – metered)	(yes/no) <input type="checkbox"/> yes  (yes/no) <input type="checkbox"/> no  (yes/no) <input type="checkbox"/> no
12.1.17 [7.3]	<b>Electricity</b> Option A (by <b>contractor</b> )  Option B (by <b>employer</b> – free of charge)  Option C (by <b>employer</b> – metered)	(yes/no) <input type="checkbox"/> yes  (yes/no) <input type="checkbox"/> no  (yes/no) <input type="checkbox"/> no
12.1.18 [7.4]	<b>Telecommunications</b> Telephone  Facsimile  E-mail	(yes/no) <input type="checkbox"/> yes  (yes/no) <input type="checkbox"/> no  (yes/no) <input type="checkbox"/> yes
12.1.19 [7.5]	<b>Ablution facilities</b> Option A (by <b>contractor</b> )  Option B (by <b>employer</b> )	(yes/no) <input type="checkbox"/> yes  (yes/no) <input type="checkbox"/> no
12.1.20 [11.2]	<b>Protection of existing/sectionally occupied works</b> Protection is required	(yes/no) <input type="checkbox"/> yes
12.1.21 [9.2]	<b>Special attendance</b> Subcontractor (1) details:  Subcontractor (2) details:  Subcontractor (3) details:  Subcontractor (4) details:	

12.1.22  
[11.1]

**Protection of the works**  
Specific requirements:

12.1.23  
[11.5]

**Disturbance**  
Specific requirements:  
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

12.1.24  
[11.6]

**Environmental disturbance**  
Specific requirements:

12.2

**POST-TENDER INFORMATION**

12.2.1  
[10.2]

**Payment of preliminaries**

Option A (prorated) (yes/no)

Option B (calculated) (yes/no)

12.2.2  
[10.3]

**Adjustment of preliminaries**

Option A (three categories) (yes/no)

Option B (detailed breakdown) (yes/no)

12.2.3

**Additional agreed preliminaries items**  
Details:

**SECTION C: SPECIFIC PRELIMINARIES**

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

C1.0

**CONTRACT DRAWINGS**

*\* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***

\* 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

\* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C2.0

**PREAMBLES**

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities / lump sum document**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C3.0

**TRADE NAMES**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item****SECTION 1: PRELIMINARIES (SECTION C)****Each Item Carried to Collection**

C4.0 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

C5.0 **VIEWING THE SITE IN SECURITY AREAS**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

C7.0 **ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

C8.0 **SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C10.0 HIV/AIDS AWARENESS

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 items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this 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 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

C10.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

SECTION 1: PRELIMINARIES (SECTION C)

Each Item Carried to Collection

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C10.5 **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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C11.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

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

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C12.0 **EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)**

The **contractor** shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these **bills of quantities**

The **contractor** shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these **bills of quantities**

The **contractor** shall liaise and co-ordinate with the **employer** and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to remeasurement have been included elsewhere in these **bills of quantities** to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

C13.0

**IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**SECTION 1  
PRELIMINARIES**

**COLLECTION**

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**SECTION 1  
PRELIMINARIES**

**CARRIED TO FINAL SUMMARY**

R	

<b>SUBTOTALS:</b>	R	C
Category: Fixed R		
Category: Value R		
Category: Time R		

**BUILDING WORK**

**LENYENYE MAGISTRATE OFFICE:  
CONSTRUCTION OF FACILITIES  
FOR PEOPLE WITH DISABILITIES**

Item  
No

**SECTION NO. 2**

**BILL NO. 1**

**ALTERATIONS**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

**SUPPLEMENTARY PREAMBLES**

**Nature of the works**

Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders for any items not specifically mentioned which they may deem necessary for the proper completion of the work. Tenderers are advised that the existing building / s will be in occupation during the progress of the work and due allowance must be made for the work being carried out at such times and in such a manner as will least interfere with the routine of the occupants and as may be directed by the architect.

**Dimensions**

The contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct sizes.

**Carried to Collection**

Section No. 2  
Bill No. 1  
ALTERATIONS

**Prepared by Chauke Quantity Surveyors**

	Quantity	Rate	Amount
<b>Carried to Collection</b>		R	

**LENYENYE MAGISTRATE OFFICE:  
CONSTRUCTION OF FACILITIES  
FOR PEOPLE WITH DISABILITIES**

**Electrical wires, pipes, etc.**

Special care is to be taken not to interfere unnecessarily with any electric light, power or telephone wires and fittings that may be met with, and notice is to be given to the architect when any disconnections or removal of wires, etc. are necessary, and the Contractor is to effect every facility to the Electricians carrying out this work. Any water supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the architect, to whom due notice must be given of any alterations to the existing services.

**Protection**

In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materials for so doing. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any damage that may occur.

**Material, etc.**

The materials to be used and work to be done are to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.

**TEMPORARY BARRIERS, SCREENS, ETC**

**Temporary barriers, screens, etc including removal**

1	Dust screen 2600mm high between concrete floor and ceiling formed of suitable timber framing with 250 micron polyethylene sheeting stapled on including corners, ends, etc (L)	m	30
---	--	---	----

**Carried to Collection**

Section No. 2  
Bill No. 1  
ALTERATIONS

**Prepared by Chauke Quantity Surveyors**

R

LENYENYE MAGISTRATE OFFICE:  
CONSTRUCTION OF FACILITIES  
FOR PEOPLE WITH DISABILITIES

<b>REMOVAL OF EXISTING WORK</b>					
<u>Breaking up and removing mass concrete</u>					
2	100mm Thick surface bed (LI)	m2	23		
<u>Taking out and removing sundry joinery work, setting aside for re-use and later refixing in new position</u>					
3	Timber magistrates podium approximately 5000 x 1500 x 1500mm high (LI)	No	1		
4	Timber prosecutor's podium approximately 2500 x 600 x 1500mm high (LI)	No	1		
5	Timber prosecutor's bench approximately 2500 x 600 x 600mm high (LI)	No	1		
<u>Taking out and removing joinery fittings etc. setting aside and altering for re-use and later refixing in new or original position</u>					
6	Timber bench approximately 6000 x 450 x 600mm high reduce size to approximately 4600 x 450 x 600mm high (LI)	No	3		
<u>Taking up and removing vinyl floor coverings, carpeting, etc.</u>					
7	Vinyl tile floor covering (preparing screed for new floor finish elsewhere) (LI)	m2	5		
<u>Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing concrete or brick surfaces for new screed, plaster or tile finishes</u>					
8	150 x 150mm Tiles to walls (LI)	m2	24		
<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>					
9	Vitreous china wash hand basin (LI)	No	1		
<b>Carried to Collection</b>					R
Section No. 2					
Bill No. 1					
ALTERATIONS					
Prepared by Chauke Quantity Surveyors					

**LENYENYE MAGISTRATE OFFICE:  
CONSTRUCTION OF FACILITIES  
FOR PEOPLE WITH DISABILITIES**

10	Vitreous china WC pan with cistern (LI)	No	1
<b><u>OPENINGS THROUGH EXISTING WALLS ETC</u></b>			
<u>Altering openings</u>			
11	Altering opening in one brick wall where 813 x 2032mm high steel door frame and door removed to form opening for new single door and frame 976 x 2104mm high overall by breaking out brickwork on both sides and bottom including necessary precast concrete lintel and making good plaster on both sides and into reveals and with 30mm screed with vinyl tile finish to threshold (new door and frame and making good paintwork elsewhere) (LI)	No	3
12	Altering opening in one brick wall where 900 x 2100mm high steel gate and frame removed to form opening for new single steel gate and frame 1200 x 2120mm high overall by breaking out brickwork on both sides and bottom including necessary precast concrete lintel and making good plaster on both sides and into reveals and with 30mm screed with ceramic tile finish to threshold (new door and frame and making good paintwork elsewhere) (LI)	No	2

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Section No. 2  
Bill No. 1  
ALTERATIONS

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 CONSTRUCTION OF FACILITIES  
 FOR PEOPLE WITH DISABILITIES

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	<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO. 2</u></b></p> <p><b><u>EARTHWORKS</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"</p> <p><b><u>NATURE OF MATERIAL TO BE EXCAVATED</u></b></p> <p>All excavations are measured as being in "earth" and/or filling compacted up to 95% modified AASHTO density, but possibly interspersed with "hard rock" or "soft rock"</p> <p>Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated material caused by the contractor's method of operation.</p> <p><b><u>SUBTERRANEAN WATER</u></b></p> <p>No information on subterranean water is available. The tenderer must acquaint himself of the presence and depth of subterranean water and allow therefor in his prices</p> <p><b><u>CARTING AWAY OF EXCAVATED MATERIAL</u></b></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and for bulking.</p>			
	<b>Carried to Collection</b>		R	
	<p>Section No. 2 Bill No. 2 EARTHWORKS</p> <p><b>Prepared by Chauke Quantity Surveyors</b></p>			

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WORKING SPACE

Working space for formwork to sides of all concrete, except columns, shall be measured only where the concrete face is less than 750mm from the face from the measured excavations Working space for formwork to sides of columns shall be measured for the width of the column face only where both:(a) The top of the column base is more than 1,5m below the commencing level of the excavations and (b) The column face is less than 500mm from the face of the measured excavation No claim shall be considered for any working space for formwork to concrete other than as above described or for working space beyond the sides of trench excavations for the building of brick or block walls. Descriptions of excavations for working space shall be deemed to include for any additional risk of collapse so incurred and for the returning and compacting of the excavated material as described.

SOIL POISONING

The contractor will be required to provide a guarantee from a registered (member of SAPCA) soil poisoning company for the soil insecticide and weed killing applications

EXCAVATION, FILLING, ETC

Excavation in earth not exceeding 2m deep

1	To reduce levels to final levels under floors etc	m3	4
---	---	----	---

Extra over all excavations for carting away

2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	4
---	--	----	---

EXCAVATION, FILLING, ETC

Excavate in earth not exceeding 2m deep

3	Trenches (LI)	m3	0.3
---	---------------	----	-----

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	<u>Extra over trench and hole excavations in earth for excavations in</u>		
4	Soft rock (LI)	m3	0.1
	<u>Extra over all excavations for carting away</u>		
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	0.3
	<u>Risk of collapse of excavations</u>		
6	Risk of collapse of sides of excavations for trenches and holes from natural, elevated or reduced ground level to not exceeding 1,5m deep	m2	6
	<b><u>FILLING</u></b>		
	<b><u>SOIL POISONING</u></b>		
	<u>Soil insecticide</u>		
7	Soil insecticide applied and mixed in the proportion and rate as specified under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	12
8	Soil insecticide applied and mixed in the proportion and rate as specified to bottoms and sides of trenches, holes etc	m2	7

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**SECTION NO. 2**

**BILL NO. 3**

**CONCRETE, FORMWORK AND  
REINFORCEMENT**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

**SUPPLEMENTARY PREAMBLES**

Cost of tests

The cost of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the representative/agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Architect.  
(Test cubes are measured separately)

Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

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CONCRETE, FORMWORK AND REINFORCEMENT

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Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 255mm thick unless otherwise described.

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

**CONCRETE**

**CONCRETE TEST CUBES**

- |   |   |    |   |
|---|---|----|---|
| 1 | Prepare set of three 150 x 150 x 150mm concrete strength test cubes, label and send to an approved laboratory for testing, pay all charges and submit report to the Principal Agent. Only successful tests will be paid for | No | 3 |
|---|---|----|---|

**UNREINFORCED CONCRETE**

20MPa/20mm concrete

- |   |                               |    |   |
|---|-------------------------------|----|---|
| 2 | Surface beds on waterproofing | m3 | 1 |
| 3 | Ramps                         | m3 | 1 |

**SUNDRIES**

Finishing top surfaces of concrete smooth with a wooden float

- |   |                                   |    |    |
|---|-----------------------------------|----|----|
| 4 | Surface beds, slabs, etc to falls | m2 | 11 |
|---|-----------------------------------|----|----|

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CONCRETE, FORMWORK AND REINFORCEMENT

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**SECTION NO. 2**

**BILL NO. 4**

**MASONRY**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

**BRICKWORK**

Sizes in descriptions

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

Face bricks

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

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

Prices

Prices for brickwork shall include for cutting , fitting and building around structural steel members

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 MASONRY

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SAMPLES

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

BRICKWORK

SUPERSTRUCTURE

Loadbearing brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar

1	Half brick walls	m2	10	
---	------------------	----	----	--

SUNDRIES

Brick reinforcement

2	Brick reinforcement 75mm wide built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	39	
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MASONRY

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	<b><u>BILL NO. 5</u></b>			
	<b><u>WATERPROOFING</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<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			
	<b><u>DAMPPROFING OF WALLS AND FLOORS</u></b>			
	<u>One layer of 250mm micron waterproof sheeting sealed at laps with pressure sensitive tape</u>			
1	Under surface beds	m2	12	
	<b><u>JOINT SEALANTS, ETC.</u></b>			
	<u>Clear silicone sealing</u>			
2	Between white glazed tiles and ceramic fittings	m	1	
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	Section No. 2 Bill No. 5 WATERPROOFING			
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**SECTION NO. 2**

**BILL NO. 6**

**CARPENTRY AND JOINERY**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

Timber

All softwood to be South African Pine

Particle board

Particle board shall comply with the following specifications:a) SABS 1300 Particle board: exterior and flooring typeb) SABS 1301 Particle board: interior type

Joinery

Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc

Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes

Decorative laminate finish

Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish

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Bill No. 6  
CARPENTRY AND JOINERY

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Descriptions

The term "planted on" shall mean the nailing of one timber member to another. The term "screwed on" shall mean the countersunk screwing of one timber member to another. The term "screwed on and pelleted" shall mean the screwing of one timber member to another with the heads of screws sunk and pelleted. The term "plugged" shall mean the countersunk screwing of a timber member to and including plastic plugs in brickwork or concrete. The term "plugged and pelleted" shall mean the screwing of a timber member to and including plastic plugs in brickwork or concrete with heads of screws sunk and pelleted. The term "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete

Descriptions of floors, ceilings, joinery, etc. shall be deemed to include for all square cutting.

Descriptions of items given in linear metre shall be deemed to include for mitres, stopped ends, fitted intersections, etc.

Descriptions of rounded angles, rebates, grooves, chamfers, moulded edges, etc. shall be deemed to include for angles, ends, etc.

**DOORS**

NOTE:

All framed and ledged batten doors and combination doors shall be of the mortice and tennon construction where the tennon is exposed on the outside edges of styles and where the tennon is wedged to form a dovetailed shape.

Semi-solid flush doors with masonite veneer hung to steel frames

1 40mm Door 912 x 2032mm high (D2)

No

1

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		No			
2	<u>Solid flush doors with hardwood veneer hung to steel frames</u> 40mm Door 912 x 2032mm high (D1)		2		
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	<b><u>SECTION NO 2</u></b>			
	<b><u>BILL NO. 7</u></b>			
	<b><u>FLOOR COVERINGS, WALL LININGS, ETC</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"			
	NOTE : All materials shall be in colours to be selected by the Representative/Agent and, where applicable, laid to approved patterns			
	<b><u>FLOOR COVERINGS</u></b>			
	<u>Belgotex floors® Berber Point 920® or equal approved colour TBA 100% Stainproof Miracle Fibre™ (Polypropylene) structured needlepunch Resinbac® SABS Class 2 fire rating grade heavy commercial commercial carpet tiles, size 500 x 500 x 7mm thick, all installed by approved installer in accordance with SANS 10186:2010, the code of practice for textile floor coverings.</u>			
1	On floors	m2	12	
2	On treads and risers of stairs	m2	1	
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	Section No. 2 Bill No. 7 FLOOR COVERINGS, PLASTIC LININGS, ETC			
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**SECTION NO. 2**

**BILL NO. 8**

**IRONMONGERY**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

**SUPPLEMENTARY PREAMBLES**

Where ironmongery is described as plugged, prices are to include for screwing to and including approved patent plugs in concrete or brickwork with plaster or tiled finish

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 AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded

**"EN SUITE" LOCKS**

The following lock components must include for assembling and are to be suitable for master and grand master key operation

"Union" or equal approved

Item No	Description	Quantity	Rate	Amount
1	"Gower" code CZ682-24-61SC satin chrome four lever lockset	No	2	
2	Code 2314L-76SS bathroom lock case	No	1	

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IRONMONGERY

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	<b><u>BILL NO. 9</u></b>			
	<b><u>METALWORK</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Descriptions</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 of concrete			
	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
	<b><u>POWDER COATED STEEL HANDRAILS, BALUSTRADES, ETC</u></b>			
	<u>The following in welded and bolted bumper-rails</u>			
1	50mm Diameter mild steel rail welded to vertical bar	m	52	
2	15mm Diameter mild steel solid vertical bar 200mm long set up and grouted into masonry or concrete	No	104	
3	2 x 25mm Diameter mild steel cover plate spot welded to solid vertical bar	No	104	
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<u>The following in welded and bolted balustrades</u>			
4	50mm Diameter mild steel top and bottom rail (X1)	m	30
5	50mm Diameter mild steel vertical posts including 100 x 100 x 5mm baseplate welded at bottom and secure on top of floor (X3)	m	27
6	15mm Diameter mild steel solid vertical spacer (X2)	m	2
7	15mm Diameter solid horizontal bars (X4)	m	120
8	Extra over 50mm diameter rails for flat closed end	No	5
9	Extra over 50mm diameter rails for bend	No	9
10	75mm Expansion bolts	No	120

**GALVANISED WELDED SCREENS, GATES ETC**

Security gates, sliding gates etc.

11	Single gate overall size 1200 x 2120mm high as per detailed drawing "196-W005:LEN" at the back of these bills of quantities complete with lock, finish etc (G1)	No	2
----	---	----	---

**PRESSED STEEL DOOR FRAMES**

1.6mm Double rebated pressed steel door frames suitable for one brick walls

12	Frame for door 912 x 2032mm high	No	3
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	<b><u>BILL NO. 10</u></b>			
	<b><u>PLASTERING</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"			
	<b><u>SCREEDS</u></b>			
	<u>Cement plaster screeds steel trowelled on concrete</u>			
1	30mm Thick on floors and landings	m2	17	
	<b><u>INTERNAL PLASTER</u></b>			
	<u>Cement plaster on brickwork</u>			
2	On walls	m2	34	
3	On narrow widths	m2	4	
	<b><u>EXTERNAL PLASTER</u></b>			
	<u>Cement plaster on brickwork</u>			
4	On walls	m2	65	
5	On narrow widths	m2	7	
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	<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO. 11</u></b></p> <p><b><u>TILING</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><u>Descriptions</u></p> <p>Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding</p> <p><b><u>WALL TILING</u></b></p> <p><u>152 x 152 x 4mm White first grade porcelain tiles (SABS 22) fixed with an approved tile adhesive to cement plaster (plaster elsewhere) and flush pointed with an approved white jointing compound</u></p>			
1	On walls	m2	24	
	<p><b><u>FLOOR TILING</u></b></p>			
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	<u>240 x 240 x 11mm "NCI" unglazed floor tiles or equal approved fixed with adhesive to screed (screed elsewhere) and flush pointed with tinted waterproof jointing compound</u>		
2	On floors and landings	m2	5
	<u>240 x 240 x 11mm "NCI" unglazed floor tiles or equal approved fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound</u>		
3	Cut tile skirting 75mm high	m	11

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TILING

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**SECTION NO. 2**

**BILL NO. 12**

**PLUMBING AND DRAINAGE**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

**SUPPLEMENTARY PREAMBLES**

Concrete pipes

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

uPVC pipes and fittings

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

uPVC pressure pipes and fittings

Pipes for water supply shall be of the class stated Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm 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

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Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Copper pipes

Pipes shall be hard drawn and half hard pipes of the class stated. 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-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Exposed concrete surfaces

Exposed surfaces of concrete storm water channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

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Laying, backfilling, bedding, etc of pipes

Laying, backfilling, bedding, etc of pipes Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

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 LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : 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 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steel basins, sinks, wash troughs, urinals, etc

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

**SOIL DRAINAGE**

uPVC Pipes

1	110mm Pipes	m	1
	<u>Extra over uPVC pipes for fittings</u>		
2	110mm Bend	No	1
3	110mm Access bend	No	1

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4	110mm Junction	No	1		
5	110mm Access junction	No	1		
	<u>Joining 110mm uPVC soil drainage pipe into existing soil drainage pipe</u>				
6	Search, locate, excavate to expose including cutting into existing soil drainage pipe and joining new 110mm uPVC soil drainage pipe including providing the necessary joining fittings and making good existing soil drainage pipe	No	1		
	<b><u>SANITARY FITTINGS</u></b>				
	<u>"Vaal Potteries" or equal approved</u>				
7	"Hygia" 585 x 435mm, code 703611 basin with two tap holes fixed to walls with screws including chrome plated caps code 85113Z0	No	1		
8	"Protea" paraplegic pan code 750200 vitreous china washdown pan with matching 9 litre cistern code 710536 complete with white plastic double flap seat code A1 DE LUX and purpose made chromium plated side flush-lever mounted on wall adjacent to cistern	No	1		
	<b><u>WASTE UNIONS ETC</u></b>				
	<u>"Cobra Watertech" or equal approved</u>				
9	40mm Cobra code 310 waste union	No	1		
	<b><u>TRAPS ETC</u></b>				
	<u>"Cobra Watertech" or equal approved</u>				
10	40mm Chromium plated bottle trap	No	1		
	<b><u>TAPS, VALVES ETC</u></b>				
	<u>"Cobra watertech" or equal approved</u>				
11	15mm 232/350 Angle regulating valve	No	1		
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12	15mm Elbow action chromium plated pillar mixer with swan neck swivel spout, code 512-21	No	1
13	15mm Copper service pipe 350mm girth	No	1
<b><u>SANITARY PLUMBING</u></b>			
<u>uPVC pipes for above ground installations</u>			
14	50mm Waste pipes	m	2
<u>Extra over 50mm diameter upvc piping for above ground fittings</u>			
15	Bend	No	1
16	Access bend	No	2
17	Access junction	No	1
<u>Extra over 110mm diameter upvc piping for above ground fittings</u>			
18	Access junction	No	1
19	Straight pan connector	No	1
<b><u>Sundries</u></b>			
20	Testing waste pipe system		Item
<b><u>WATER SUPPLY</u></b>			
<u>Class O thin wall hard drawn copper pipes and fittings with capillary soldered type connections</u>			
21	15mm Pipes	m	11
<u>Extra over class O copper pipes for soldered capillary fittings</u>			
22	15mm Fittings	No	24
<b><u>Sundries</u></b>			
23	Testing water pipe system		Item

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1	<p>1100 x 1400mm - 400kg Load capacity vertical platform lift including structural steel tower with blind cladding, including drive unit with 3-phase 1,1kW motor and frequency inverter for 1-phase 220v/50-60Hz power supply with variable speed regulation up to 0,15m/s to platform lift with all round infrared sensors, single touch floor control panel, on board panel, LED bar cabin lighting aluminium panoramic manual swing door (900mm opening), etc.</p>	No	1	
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	<p>Section No. 2 Bill No. 13 MECHANICAL WORK</p> <p><b>Prepared by Chauke Quantity Surveyors</b></p>			

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**GENERAL**

- 2 Testing and commissioning the installation
- 3 Provision of as built drawings, manuals and operative training

Item

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MECHANICAL WORK

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MECHANICAL WORK

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**SECTION NO. 2**

**BILL NO. 14**

**ELECTRICAL WORK**

**PREAMBLES**

For Preambles refer to "Project Specification-Electrical Works"

**SUPPLEMENTARY PREAMBLES**

The conditions of contract and the application of the Contract Price Adjustment Provisions shall be as set in Section 1:Preliminaries.

The descriptions in this bill of quantities shall be read in conjunction with the specifications.

The unit rate for each item in the bill of quantities shall include for all materials, labour, profit, transport, etc., everything necessary for the execution and complete installation of the work in accordance with the description.

The bill of quantities shall not be used for ordering purposes.The contractor shall check the lengths of cables and overhead conductors on site before ordering any of the cables.Any allowance for off-cuts shall be made in the unit rates.

The rates shall exclude Value Added Tax and the total carried over to the final summary.

All material covered by this Specification shall, wherever possible, be of South African manufacture.

**CABLE TERMINATIONS**

10mm sq x 3 core Copper SWA PVC Cable

1

Material

No

5

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2	Installation	No	5
	<b><u>DOMESTIC INSTALLATIONS</u></b>		
	<b><u>CONDUIT WORK</u></b>		
	Flush in walls, floors and concrete slabs against wooden and steel structures and walls in ceiling void, indoor and outdoor, chasing of floors and walls where necessary, etc.. All tendered rates must make allowance for wastage:		
	<u>20mm Diameter PVC</u>		
3	Material	m	50
4	Installation	m	50
	<u>25mm Diameter PVC</u>		
5	Material	m	50
6	Installation	m	50
	<b><u>DRAW BOXES</u></b>		
	<u>Round - 50mm Diameter</u>		
7	Material	No	5
8	Installation	No	5
	<u>100 x 50 x 50 mm</u>		
9	Material	No	1
10	Installation	No	1
	<u>100 x 100 x 50 mm</u>		
11	Material	No	2
12	Installation	No	2

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<b><u>PVC INSULATED COPPER CONDUCTOR</u></b>			
<u>2.5sq mm</u>			
13	Material	m	50
14	Installation	m	50
<u>4sq mm</u>			
15	Material	m	50
16	Installation	m	50
<b><u>STRANDED BARE COPPER EARTH WIRE</u></b>			
<u>2.5sq mm</u>			
17	Material	m	50
18	Installation	m	50
<b><u>GALVANISED DRAW WIRE</u></b>			
<u>1.5sq mm draw wire</u>			
19	Material	m	50
20	Installation	m	50
<b><u>LIGHT SWITCHES (Flush mounted)</u></b>			
<u>16A Single Lever 1 way</u>			
21	Material	No	1
22	Installation	No	1
<b><u>SWITCHED SOCKETS OUTLETS (Flush mounted)</u></b>			
<u>16A 3 pin Double 100 x 100</u>			
23	Material	No	1
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**BILL NO. 15**

**GLAZING**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

**TOPS, SHELVES, MIRRORS, ETC**

4mm Silvered float glass copper backed mirrors with polished edges fixed with dome-capped chromium plated mirror screws

1 Mirror 600 x 450mm high

No

1

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**SECTION NO. 2**

**BILL NO. 16**

**PAINTING**

**PREAMBLES**

For preambles refer to "General Specification of Labour and Material and Methods to be used PW371-A Edition 2"

**SUPPLEMENTARY PREAMBLES**

Previously painted plastered surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Areas with stubborn dirt and greasiness shall be washed with Polycell Sugar Soap. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with suitable filler and finished smooth

Previously painted metal surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Areas with stubborn dirt and greasiness shall be washed with Polycell Sugar Soap. Rust and blistered or peeling paint shall be completely removed to bare metal. Glossy surfaces shall be sanded down to a matt finish

Previously painted wood surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Areas with stubborn dirt and greasiness shall be washed with Polycell Sugar Soap. Blistered or peeling paint shall be completely removed. Cracks and defects shall be made good with Polycell Mendall 90, allowed to dry and sanded smooth. Glossy surfaces shall be sanded down to a matt finish

**Carried to Collection**

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PAINTWORK

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Quantity

Rate

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Previously varnished wood surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Areas with stubborn dirt and greasiness shall be washed with Polycell Sugar Soap. Blistered or peeling paint shall be completely removed. Cracks and defects shall be made good with Polycell Mendall 90, allowed to dry and sanded smooth. Cracks and defects externally shall be made good with Polycell Mendal 90 tinted with Polycell Iron Oxides. Glossy surfaces shall be sanded down to a matt finish

Colours

Colours for all paintwork shall be standard colours with a value exceeding 7 on the Munsell system

**PAINTWORK ETC TO NEW WORK**

**PAINT ON PLASTER, ETC**

Prepare and apply one coat "Plascon Merit Plaster Primer" and two coats "Super Acrylic PVA" or equal approved paint

1	On internal walls	m2	19	
2	On external walls	m2	23	

**PAINT ON METAL**

Prepare, touch up primer and apply one coat universal undercoat and two coats "Plascon High Gloss" or equal approved enamel paint

3	On door frames	m2	4	
4	On gates, grilles, louvres, balustrading etc (both sides measured)	m2	10	

**PAINT ON WOOD**

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5	<u>Prepare and apply one coat universal undercoat and two coats "Plascon High Gloss" or equal approved enamel paint</u> On doors	m2	4		
6	<u>Prepare and apply one coat sanding sealer and two coats clear polyurethane varnish</u> On doors	m2	7		
<b><u>IDENTIFICATION SIGNAGE</u></b>					
<u>Demarcation marking symbols</u>					
7	Two coats "International Symbol of Accessibility" yellow road marking on concrete road surfacing.	No	5		
<b><u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u></b>					
<b><u>PAINT ON PLASTER, ETC</u></b>					
<u>Prepare and apply two coats "Plascon Velvaqlo" or equal approved enamel paint</u>					
8	On walls	m2	3		
9	On ceilings	m2	5		
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