



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS

BID NO: GQET-25/26-023

Closing Date: Wednesday, 12 November 2025
Closing Time: 11:00

Bid Briefing Meeting Date: Wednesday, 22 October 2025

Bid Briefing Meeting time: 10:00

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
Eben Donges Building
Corner Robert & Hancock Street
Gqeberha
6001

SCM SPECIFIC ENQUIRIES:

Enquires: Bongiwe Ndaba
Tel No: 041 408 2015 during office hours
Cell No: NONE
Email Address: Bongiwe.Ndaba@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: Luvuyo Mtiya
Tel No: 041 408 2105 during office hours
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SUMMARY OF BID INFORMATION

Bid Number	GQET-25/26-023	
Bid/ Project Description	GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS	
Bid Closing date & Time	Wednesday, 12 November 2025	11:00
Bid Briefing Date & Time (If applicable)	Wednesday, 22 October 2025	10:00
Venue	GQEERHA : DPWI REGIONAL OFFICE –EBEN DONGES BUILDING	
SCM SPECIFIC ENQUIRIES:	Bongiwe Ndaba	Bongiwe.Ndaba@dpw.gov.za
	041 408 2015	NONE
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Luvuyo Mtiya	Luvuyo.Mtiya@dpw.gov.za
	041 408 2105	072 573 8951
Bid Document Price	R 300.00	
Procurement Plan Reference Number	1261	
Points to be allocated for an area for work to be done or services to be done in that area	EASTERN CAPE	



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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS		
Bid no:	GQET-25/26-023	Procurement Plan Reference no:	1261
Advertising date:	Friday, 10 October 2025	Closing date:	Wednesday, 12 November 2025
Closing time:	11:00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

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

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

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE

2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

GRAHAMSTOWN AREA: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDINGS FOR 36 MONTHS PERIOD			
Criteria No	Criteria	Evaluation Indicators	Applicable Value
1	RELEVANT MAINTENANCE OR BUILDING EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY		25
	Conditions	One (1) x reference letter of a completed or current building maintenance or building repairs or new building construction projects with a contract value of R 450 000.00 or higher.	5 (1) Minimum points for this criteria
	1.1 Provide a reference letter(s) of a completed project of a similar nature, scope and/ or complexity. * The contract/ project reference must comply with the following minimum requirements:	Two (2) x reference letters of a completed or current building maintenance or building repairs or new building construction projects with a contract value of R 450 000.00 or higher..	2 (10)
	i. The project must be for a relevant building construction projects or building maintenance and building repairs.	Three (3) x reference letters of a completed or current building maintenance or building repairs or new building construction projects with a contract value of R 450 000.00 or higher.	3 (15)
	ii. The project must be in the last Five (5) years and	Four (4) x reference letters of a completed or current building maintenance or building repairs or new building construction projects with a contract value of R 450 000.00 or higher.	4 (20)
	iii. Has a value of at least R 450 000.00 and * The reference letters submitted must comply with the following minimum requirements: * The reference letter(s) must be dated and signed. * The project must be within the period specified in the bid. * The reference letter(s) contract period and R-value must be for a	Five (5) x reference letters of a completed or current building maintenance or building repairs or new building construction projects with a contract value of R 450 000.00 or higher..	5 (25)



single contract and not the sum of various contracts.

- * The reference letter(s) must clearly indicate the contract start date and contract end date/ or at least practical completion date.
- * The reference letter(s) must indicate the client's name, contact particulars and Email address.
- * The reference letter(s) must be stamped by the client or on the letterhead of the client.
- * In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.
- * If the bidder's performance is not indicated in the reference letter(s), the Department will deem that the bidder's performance was unsatisfactory and will not verify the contrary.
- * An appointment letter/ award letter and or signed contract are not accepted as a reference letter.

Conditions for current contracts (if applicable)

1.2 This conditions refers to a reference letter of a current project of a similar nature, scope and or complexity (i.e. a project/ contract started, but not yet completed).

- i. All the minimum requirements for a reference letters, contracts or projects as per paragraphs 1(a) and 1(b) above, are applicable
- ii. In respect of a **construction project**:
 - a. Progress on site must have reached a minimum of 50% completion or
 - b. An R-value of at least **R 450 000.00 R- Value** at the closing date of the bid
- iii. In respect of a **term contract**:
 - a. It must have reached a minimum of **50%** of the contract duration or
 - b. An R-value of at least **R 225 000.00 R-value** at the closing date of the bid.



Please note: Experience of the bidder will be based on the reference letters submitted. If a project is listed in the table below, but the reference letter is not submitted, the project will not be considered valid. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered for criteria no 1, the performance rating of the bidder will not be a determining factor for criteria no. 1. The reference letter will be used to validate the experience of the bidder only. If the performance rating of the bidder is not indicated or it is less than satisfactory, the reference letter will still be considered for criteria no. 1

	Name of project	Client and location	Short Description of project	Value of Project (Final account)
1.				
2.				

Criteria No	Criteria	Evaluation Indicators	Applicable Value
2.	REFERENCES FROM PROJECT MANAGERS/ CLIENTS/ CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.		25
	2.1. Please provide:	One (1) x reference letter which indicates atleast a satisfactory performance in a completed or current maintenance or repairs or new building project with a contract value of R 450 000.00 or higher.	1(5) (Minimum Points for this Criteria)
	a. Signed reference letters from Consultant / Clients confirming your company's performance.	Two (2) x reference letter which indicates atleast a satisfactory performance in a completed or current maintenance or repairs or new building project with a contract value of R 450 000.00 or higher.	2 (10)
	b. All the requirements for contracts or projects or reference letters as prescribed in Functionality Criteria 1 applies.	Three (3) x reference letter which indicates atleast a satisfactory performance in a completed or current maintenance or repairs or new building project with a contract value of R 450 000.00 or higher.	3 (15)
	c. Additionally, for a reference letter to be considered for this functionality criteria, the bidders' performance must be rated in the letter at least "satisfactory".	Four (4) x reference letter which indicates atleast a satisfactory performance in a completed or current maintenance or repairs or new building project with a contract value of R 450 000.00 or higher.	4 (20)
		Five (5) x reference letter which indicates atleast a satisfactory performance in a completed or current maintenance or repairs or new building project with a contract value of R 450 000.00 or higher.	5 (25)

Bidders must submit reference letters. If a reference letter is listed in the table below, but the reference letter is not submitted, the reference in the table will not be considered. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered valid for criteria 2, the performance of the bidder must be at least rated satisfactory in all aspect.

	Name of Company	Value of Project as measured for final account	Letter attached	
			YES	NO
1				
2				
3				
4				

Criteria No	Criteria	Evaluation Indicators	Applicable Value
3.	FINANCIAL CAPACITY		20
	3.1	Credit rating/code of D	8 (2) Minimum Points for this Criteria
	1) Provide a valid Bank rating letter or certificate from your Banking Institution stating at	Credit rating/code of C	12 (3)
		Credit rating/code of B	16 (4)



Criteria No	Criteria	Evaluation Indicators		Applicable Value
	least a bank rating code of A or B or C or D and 2) The Bank rating letter or certificate must not be older than 3 months and 3) The bank rating code must be for an amount of at least R 1 million 3.2 In the case that a bidder submit a bank rating letter with more than one bank rating code: 1 The Department will consider the lowest bank rating code, which is on the bank rating letter, provided it complies with the acceptable bank rating codes as specified in the bid and 2 If one of the bank rating codes on the submitted bank rating letter is less than the acceptable bank rating code(s) as specified in the bid document, it will be deemed non-compliant and will not be accepted.	Credit Rating/code of A		20 (5)
No	Name of Bank	Contact Person	Contact Number	Date of letter
1				
2				
Criteria No	Criteria	Evaluation Indicators		Applicable Value
4.	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL			30
	CONDITONS APPLICABLE TO KEY STAFF AND QUALIFICATIONS 4.1. Submission of copies of documents as required for the following: 1 X Site Agent/general foreman with built environment academic qualifications and a detailed CV or 1 X Site Agent/general foreman without qualifications and a detailed CV. 1 X (Artisan with the Trade Test certificate of Building related field). 4.2 . Copies of qualifications must be submitted. 4.3 Failure to comply, will result in the qualification(s) not considered valid.	KEY STAFF X 2 MADE UP AS FOLLOWS: 1 X (1-3 years relevant building construction experience as a Site Agent/general foreman with built enviroment academic qualifications and a detailed CV) or 1 X (4-5 years relevant building construction experience as a Site Agent/general foreman without built enviroment academic qualifications and a detailed CV). 1 X (Artisan with the Trade Test certificate of Building related field.	6 (1) (Minimum Points for this Criteria)	
		KEY STAFF X 3 MADE UP AS FOLLOWS: 1 X (4-5 years relevant building construction experience as a Site Agent/general foreman with built enviroment academic qualifications and a detailed CV) or 1 X (6-8 years relevant building construction experience as a Site Agent/general foreman without built enviroment academic qualifications and a detailed CV).	12 (2)	

Criteria No	Criteria	Evaluation Indicators		Applicable Value	
		2 X (Artisan with the Trade Test certificate of Building related field.			
		KEY STAFF X 4 MADE UP AS FOLLOWS: 1 X (6-7 years relevant building construction experience as a Site Agent/general foreman with built environment academic qualifications and a detailed CV) or 1 X (9-12 years relevant building construction experience as a Site Agent/general foreman without built environment academic qualifications and a detailed CV). 3 X (Artisan with the Trade Test certificate of Building related field.		18 (3)	
		KEY STAFF X 5 MADE UP AS FOLLOWS: 1 X (8-10 years relevant building construction experience as a Site Agent/general foreman with built environment academic qualifications and a detailed CV) or 1 X (13-15 years relevant building construction experience as a Site Agent/general foreman without built environment academic qualifications and a detailed CV). 4 X (Artisan with the Trade Test certificate of Building related field..		24 (4)	
		KEY STAFF X 6 MADE UP AS FOLLOWS: 1 X (11 or more years relevant building construction experience as a Site Agent/general foreman with built environment academic qualifications and a detailed CV) or 1 X (13-15 years relevant building construction experience as a Site Agent/general foreman without built environment academic qualifications and a detailed CV). 5 X (Artisan with the Trade Test certificate of Building related field..		30 (5)	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	Qualifications attached	
				YES	NO
1					
2					
3					
TOTAL SCORE				100	
MINIMUM QUALIFYING SCORE FOR FUNCTIONALITY				50	

- 1.1 If a bid fails to achieve the minimum qualifying score for functionality of **Fifty percent (50%)**, it will automatically be regarded as non-compliant, and shall not be considered any further in the evaluation process.
- 1.2 In addition to the above, bidders' must score the minimum points for each Criteria ,(i.e. Criteria 1, Criteria 2, Criteria 3 and Criteria 4.) If a bidder fails to score the minimum points for each criteria, the bidder's offer will be regarded as non-compliant, even if the bidder scored the required minimum qualifying score for functionality.



3. EVALUATION METHOD FOR RESPONSIVE BIDS

3.1. The following Evaluation Method for responsive bids will be applicable:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

4.1. Indicate SUBSTANTIVE RESPONSIVENESS criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of bid offer.
5.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
6.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. All items in the Bill of Quantities must be priced. No items in the bill of quantities must be left unpriced (no blanks).
7.	☒	There will be a compulsory bid briefing/ clarification meeting and all potential bidders must attend.
8.	☒	Any addendums or erratums to the bid will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratums.
9.	☒	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☒	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date
11.	☒	Bidders will be disqualified in the following circumstances: a) If they submit for the same bid, more than one bid or an alternative bid offer. b) If they submitted a bid, but is also in agreement to an additional bidding entity who submitted an offer for the same bid (e.g. in an agreement with a joint venture or consortium or partnership, etc.). c) If there are factual evidence of communication with any other bidder, which are competing for the same bid, (example a signature of the bidder is found in a competing bidder or the bidder is a director of in a competing bid offer.
12.	☒	Offer's from the following bidders' will be eligible to have their submissions evaluated: a) Only bidders' who are registered with the Construction Industry Development Board (CIDB), or who are capable of being so registered with the CIDB within twenty-one (21) working days from the closing date for submission of tenders, in the specified contractor designation (class of works) and or specified contractor grading (or higher) or b) Bidders who submitted proof with their bids that they already applied to CIDB, on or before the closing date: i. For the correction of their overall CIDB non-compliance status or ii. For an upgrade of their specified contractor CIDB grading or iii. For a registration in a specified contractor designation.
13.	☒	Bidders must submit a Letter of Good standing with COIDA relevant to the scope of works



ADMINISTRATIVE CRITERIA

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any.
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☒	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date
10.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects: Bidders may use 'own form' – the details of all the tenderer's current and previous projects must however be the same as the details of the DPW-09 (EC) form. Bidders are required to sign and date the DPW-09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☒	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	CIDB non-compliance at the time of tender If a bidder submitted with their bid proof that they had already applied to CIDB for an upgrade or for correction of their non-compliance with CIDB, such a contractor will be deemed to be capable of being so registered in that particular grading and will be evaluated as such, within the 21 workings days period after the closing date. Note: A CIDB non-compliance status is defined as a CIDB status which is inactive and or expired, and or suspended, and or deregistered and or not registered in the specified contractor designation (class of works) and or not registered on the CIDB in the specified (or higher) contractor grading.
13.	☒	PA 10: FM GENERAL CONDITIONS OF CONTRACT
14.	☒	CIDB non-compliance after tender closing date Upon request, a bidder will be given twenty one (21) working days to correct its CIDB compliance status, if the bidder becomes CIDB non-compliant, after the bid closing date
15.	☒	A bidder may nominate the same key resources for more than one bid in the Department. During evaluation, the bidder's offer will be "deemed responsive" (if it complies with the substantive criteria). Should a bidder, subsequently be awarded more than one bid, but the key staff is already allocated to another awarded bid or another recommended bid, the Department may request a bidder to provide new key staff, which are accompanied by the minimum required qualifications and CV's (if applicable).
16.	☒	Upon request bidders must submit a fully completed and signed bid offer (DPW-07)



4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in EASTERN CAPE for work to be done or services to be rendered in the EASTERN CAPE area	2	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any Account or statement which is in the name of the Bidder. - Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.



6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

6.2. **Technical** risks:

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

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC) or any alternative accepted format. Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. A bidder will not be afforded to provide alternative references, if the bidder's initial reference is contactable, or don't respond to the Department. If a reference letter is not listed in on form DPW-09 (EC) or any alternative accepted format, but the reference letter is submitted with the bid and it is valid, it will be considered

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

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

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;



7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

When a bid briefing/ clarification meeting is compulsory, the bidder (an authorised representative of the bidder) must attend a compulsory bid briefing meeting, if applicable.

6.3. Commercial risks:

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



7. OBJECTIVE CRITERIA APPLICABLE: YES

- 7.1. The Department may pass over the highest point scoring bidder based on the objective criteria (conditions) as listed below and
- 7.2. The condition for passing over the highest point scorer is only applicable to the bids listed below
- Queenstown Area: Maintenance of General Building works in state owned buildings for 36 months period.
 - Grahamstown Area: Maintenance of General Building works in state owned buildings for 36 months period.
 - East London Area: Maintenance of General Building works in state owned buildings for 36 months period.
 - KWT Area: Maintenance of General Building works in state owned buildings for 36 months period.
 - Gqeberha/PE Area: Maintenance of General Building works in state owned buildings for 36 months period.
 - Karoo Area: Maintenance of General Building works in state owned buildings for 36 months period.
- 7.3. The six bids above are for six different and wide spread geographical areas. Appointing a single service provider for more than one of these projects, post a risk of failure or under performance to the Department. The Department intends with this Objective Criteria to appoint multiple service providers to spread this risk of failure or under performance.
- 7.4. In the event that a bidder scores the highest PPPFA Points in more than one of these bids, the Department will afford the highest point scoring bidder the opportunity to select its preferred bid.
- 7.5. After the highest point scorer bidder select its preferred bid, the Department reserves the right to negotiate with the other remaining bidders (from the 2nd highest point scorer downwards).
- 7.6. During the Negotiation process, the following condition will apply:
- The Department will only enter into negotiations with another bidder, if they have not been awarded already any of the remaining bids.
 - If the 2nd highest scoring bidder's price is acceptable, and their tendered price in R-value is less than the highest point scorer's price, the Department will award it to the 2nd highest point scoring bidder at its tendered price **or**
 - If the price in R-value is not less than the highest point scorer's price, the 2nd highest point scoring bidder will be given a counter offer. The counter offer which will be given to the 2nd highest point scorer, will be the offer of the highest point scoring bidder, provided that the highest point scorer's price is reasonable and market related **or**
 - If the highest point scorer's price is not market related, the 2nd highest point scorer will be given a market related counter offer, if the 2nd highest point scorer's offer is not market related.
 - If the 2nd highest point scorer decline the counter offer (if any), the Department reserves the right to negotiate with the 3rd bidder up to the last bidder and the same methodology will be followed.
- 7.7. The Department may only award more than one of these bids to a bidder, once all the other bidders declined.
- 7.8. The Department may award the same Service Provider more than one bid, if there is (are) no other responsive(s) bidders for the particular bid/geographical area.
- 7.9. Should the Department withdraw or cancel any bid(s) which are part of the Objective Criteria, the following conditions will apply:
- The bidding process will proceed as the need for the remaining goods or services still exist.
 - The objective criteria will be applicable on the remaining bids.
 - The withdrawn or cancelled bids will be omitted from the Objective Criteria.
 - The remaining bids will be evaluated and finalized in accordance with the remaining bid rules and Objective Criteria.



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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	CIDB BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable



9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively, Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
- A non-refundable bid deposit of R 300.00 is payable (cash only) on collection of the bid documents.

10. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING

Details of Compulsory Bid Briefing/ Clarification / Site Inspection Meeting (if any):

Venue:	GQEERHA : DPWI REGIONAL OFFICE –EBEN DONGES BUILDING		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	Wednesday, 22 October 2025	Starting time:	10:00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Luvuyo Mtiya	Telephone no:	041 408 2105
Cellular phone no	072 573 8951	Fax no:	Indicate
E-mail	Luvuyo.Mtiya@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Bongiwe Ndaba	Telephone no:	041 408 2015
Cellular phone no	NONE	Fax no:	None
E-mail	Bongiwe.Ndaba@dpw.gov.za		

12. 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).

Closing Date: Wednesday, 12 November 2025

Closing Time: 11:00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqeberha 6001 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street
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DPW-07: FORM OF OFFER AND ACCEPTANCE

(Carried over from the FINAL SUMMARY of BOQ (Page 82))

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

Bid no: GQET-25/26-023

Bid/ Project Description: GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS

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 responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to price negotiation with the preferred tender(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 Service Provider in the conditions of contract identified in the contract data.

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

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

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

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



Bid No: GQET-25/26-023

Bid/ Project Description: GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS

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) ☐

SECURITY OFFERED: (Not required for this quotation/ bid)

The Service Provider will provide one of the following forms of security:

- | | | |
|---|------------------------------|--|
| (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) | Yes ☐ | No ☒ |
| (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) | Yes ☐ | No ☒ |
| (3) Retention of 2.5% of the Contract Sum (excl. VAT) | Yes ☐ | No ☒ |
| (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) | Yes ☐ | No ☒ |

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.

Fax No.

Postal address.

Banker Branch.....

Bank Account No. Branch Code

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

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 Service Provider 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.

Bid No: GQET-25/26-023

Bid/ Project Description: GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS

The terms of the contract, are contained in:

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

and drawings (where applicable) 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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: GQET-25/26-023

Bid/ Project Description: GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS

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

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

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

(³) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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 External Use



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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 External Use



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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



	Name	Capacity	Signature
1			
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15			
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Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

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

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

Postal Code _____



Postal Address:

Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
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The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

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PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1	
2	
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Held at _____ (place)

on _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

_____ (project description as per Tender Document)

Tender Number: _____ (tender number as per Tender Document)



B.

Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

- C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			



	Name	Capacity	Signature
2			
3			
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13			

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

Note:

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



DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS		
Tender / Quotation no:	GQET-25/26-023	Reference no:	1261

Date Bid Briefing Meeting: Wednesday, 22 October 2025

Time of Bid Briefing Meeting: 10:00

Venue: GQEERHA : DPWI REGIONAL OFFICE –EBEN DONGES BUILDING

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS		
Tender / Quotation no:	GQET-25/26-023	Reference no:	1261

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: GQET-25/26-023

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS		
Tender / Quotation no:	GQET-25/26-023	Closing date: Wednesday, 12 November 2025	Time: 11:00

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						



1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer		Signature	Date

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

☒ The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 **Price: Maximum 80 points**

1.3.2 **Specific Goals: Maximum 20 points**

1.4 The maximum points for this tender are allocated as follows:

Preference Points System to be applied	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in EASTERN CAPE for work to be done or services to be rendered in the EASTERN CAPE area	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any Account or statement which is in the name of the Bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or • Lease Agreement which is in the name of the bidder.



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and • Medical Certificate indicating that the disability is permanent or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10



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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	10	
1. Located in EASTERN CAPE for work to be done or services to be rendered in the EASTERN CAPE area	2	
2. An EME or QSE or any entity which is at least 51% owned by black women	4	
3. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
4. An EME or QSE or any entity which is at least 51% owned by black youth	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE: ADDRESS:
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B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
2) I am a Member ☐ / Director ☐ / Owner ☐ **(Select one)** of the following enterprise and am duly authorised to act on its behalf:

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

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

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated

Group Breakdown below as per the definition in the table above)

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



Select applicable

4) Based on the Financial Statements ☐ /Management Accounts and other information available ☐ on the latest financial year-end of ____/____/____, (format: day/month/year) the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

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

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

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

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

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

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

SPECIAL CONDITIONS OF BID (SCB-1)

INTERPRETATION

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

2 PRECEDENCE

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

3 GENERAL BID RULES

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
 - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
 - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
 - 3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.
- 3.11. The Department will download the following documents, to verify the information submitted by bidders:
 - 3.11.1. CSD registration certificate (if the bidder is registered in the CSD)
 - 3.11.2. CIPC registration
 - 3.11.3. CIDB registration
- 3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.



4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document, the Department reserves the right to:
 - 4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or
 - 4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or
 - 4.2.3. Cancel the bid and process

5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
 - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
 - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
 - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
 - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
 - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6 BRAND NAMES

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

7 CONTRACTUAL PRICE ADJUSTMENTS

- 7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid documents.

8 AUTHORITY TO SIGN BID DOCUMENTS

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
 - 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
 - 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such, (PA 15.1:



Resolution of Board of Directors),” was not submitted with the bid or was not completed or was incorrectly completed,

- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
- 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia” agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a “ Resolution of the Board of Directors”, if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an “Authority to sign” issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9 CONTRACT PERIOD

- 9.1 The contract period is stipulated in the Contract Data or the specifications.
- 9.2 The construction period for Infrastructure works, will commence from the date of site handover.

10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:
- 10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

- 11.1 The Department reserves the right to award the bid to a tenderer not scoring the highest points, after having applied an objective criteria or a risk assessment criteria, if such (i.e. the objective criteria/ risk assessment) is specified in the bid document.

12 TAX COMPLIANCE

- 12.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 12.2 All bidders’ tax matters must be in order prior to award.
- 12.3 Bidders’ tax matters will be verified through CSD.
- 12.4 If the recommended bidder’s tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- 12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13 REGISTRATION AS A VAT-VENDOR

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the “provisional letter of award” and elimination of the bidder’s offer.
- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder’s offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including

VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14 CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies, which are certified as a "true copy of the original".
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hour.
- 14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a previously certified document and will not provide any bidder an opportunity to correct such a non-compliance.

15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A "Sworn Affidavit" must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted "Sworn Affidavit" does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
 - 15.2.1 The "Sworn Affidavit" must not be expired at the closing date.
 - 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
 - 15.2.3 The "Sworn Affidavit" must be signed and dated by the bidder (Deponent).
 - 15.2.4 The "Sworn Affidavit" submitted must be signed and stamped by the "Commissioner of Oath".
 - 15.2.5 The "latest financial year-end" field must not be left blank.
 - 15.2.5.1 The latest "financial year-end date" cannot be a future date.
 - 15.2.5.2 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) from CIPC or deal with any clarity seeking matter/ confirmation as an administrative matter.
- 15.3 In respect of "Sworn Affidavits" of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
- 15.4 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 15.5 The Department will seek the following clarity matters in respect of the Sworn Affidavits (should it be deemed necessary) and upon request, the bidder will be given a minimum of five (5) working days to respond to the Department:
 - 15.5.1 If the bidder did not select/circle/ticked "Member/ Director/ Owner" where so required. The Department will communicate with such affected the bidder in writing.
 - 15.5.2 If a bidder did not select/ circle/ ticked the required field "Financial Statements/ Management Accounts/ Audited Financial Statements" where so required. The Department will communicate with such affected the bidder in writing.
 - 15.5.3 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) on CIPC or against any other submitted document or will seek clarity / confirmation from the bidder and deal with it as an administrative matter.
 - 15.5.4 If the financial year-end indicated in the sworn affidavit is not at the end of the month or it is not the correct month when validated on CIPC or against any other submitted documents, the Department will enquire from the affected bidder to indicate its correct latest financial year end in the format (day/month/year) and:
 - 15.5.4.1 If the "day" indicated on the submitted affidavit is wrong, but the month and year is correct, the bidder's affidavit will be "deemed valid" and it will be evaluated.



15.5.4.2 If the “month” indicated on the submitted affidavit is wrong, the bidder’s affidavit will be will be considered invalid.

- 15.6 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 15.7 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

16 AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.
- 16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.3 The requirements of a valid BBBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.
- 16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.
- 16.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder’s PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.8 All bidders’ whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
- 16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

17 BIDDER’S DISCLOSURE/ BIDDER’S DECLARATION (PA - 11)

- 17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 17.2 A bidder’s offer maybe eliminated if the bidder’s declaration is proven false during the bid evaluation process.

18 CORRECTION OF ERRORS

- 18.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 18.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 18.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
 - 18.3.1 Seek the necessary clarification from the tenderer and;
 - 18.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
 - 18.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

19 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

- 19.1 N/A

20 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

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

21 POINTS FOR SPECIFIC GOALS

- 21.1 To qualify for points for Specific goals, as specified in the “Invitation to Bid” and the “PA-16”, bidders must comply with the requirements at the closing date of the bid.
- 21.2 It is the bidder’s responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.
- 21.3 Bidder’s will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
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.

22 DISCLAIMER

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

- 22.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to
- 22.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as “deemed responsive” or giving points, etc., without requesting the corrections/ ratifications of a matter which is eligible as per the “Special Conditions of Bid”.

– End Special Conditions of Bid –
(Version: Approved 18 July 2025)



FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1



PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*
- 1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*
- 1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*
- 1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*
- 1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*
- 1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*
- 1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*
- 1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*
- 1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*
- 1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*
- 1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*
- 1.1.11. *"Day" means a calendar day;*
- 1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*
- 1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*
- 1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*
- 1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*
- 1.1.16. *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*

- 1.1.17.** *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*
- 1.1.18.** *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*
- 1.1.19.** *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*
- 1.1.20.** *"Parties" means the Employer and the Service Provider;*
- 1.1.21.** *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*
- 1.1.22.** *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*
- 1.1.23.** *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*
- 1.1.24.** *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*
- 1.1.25.** *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*
- 1.1.26.** *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*
- 1.1.27.** *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

2. INTERPRETATION

- 2.1.** *In this Contract, except where the context otherwise requires:*
- 2.1.1** *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2** *The singular includes the plural; and vice versa*
- 2.1.3** *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2.** *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*
- 2.3.** *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4.** *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5.** *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*



2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. DURATION

- 3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*
- 3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*
- 3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. *The Employer shall give access to or supply the Service Provider with:*
 - 4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*
 - 4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*
- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*
- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*



5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. SERVICE MANAGER

- 6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*
- 6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*
- 6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*
- 6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

7. SECURITY

- 7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*
- 7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

8. SECURITY CLEARANCE

- 8.1. *In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.*
- 8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

9. CONFIDENTIALITY

- 9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:*
 - 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
 - 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*



9.2.1 *employees, officers and directors of the Service Provider; and*

9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*

9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*

9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. AMBIGUITY IN DOCUMENTS

10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*

11. INSURANCES

11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*

12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*

12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*

12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. PROGRAMME

13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*



13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*

13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*

13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

14. SUBCONTRACTING

14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*

14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*

15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. COMPLIANCE WITH LEGISLATION

16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*

16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*

16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*

16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

17. REPORTING OF INCIDENTS

17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*

- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*

18. NUISANCE

- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*
- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. URGENT WORK

- 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*
- 20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*
- 20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*
- 20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

21. INDEMNIFICATIONS

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*
- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*
- 22. VARIATIONS**
- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*
- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*
- 23. IDENTIFIED PROJECTS**
- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*

- (b) *state the due commencement and completion dates of the relevant Identified Project;*
 - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties;*
and
 - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*
- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

$Y = 10$, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(N_c - N_n)$ calendar days, where N_c = number of days calendar days in the month under consideration

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor $(R_w - R_n) \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.



24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. PENALTY FOR NON-PERFORMANCE

25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

26. PAYMENTS

26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.

26.2 The Service Provider shall submit a monthly certificate taking into account the following:

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

26.2.5 VAT. Vat will be indicated separately in all documents.

26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.

26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:

- i. Deductions for penalties;*
- ii. Deductions for overpayments;*
- iii. Deductions for retention*
- iv. Deductions for damages.*

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.



- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
27. **RELEASE OF SECURITY**
- 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
- 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
- 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
- 27.3 *If the form of security selected is:*
- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
(b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*
- then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:*
- 27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*
- 27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*



28. OVERPAYMENTS

- 28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

29. COMPLETION

- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*

30. ASSIGNMENT

- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*

31. INDULGENCES

- 31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be*

vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.*

32.6 *All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.*

33. **BREACH OF CONTRACT**

33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*

33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*

33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*

33.1.3 *To suspend further payments to the Service Provider;*

33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*

33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*

33.3 *In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:*

33.3.1 *enforce strict compliance with the terms and conditions of the Contract; or*

33.3.2 *terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.*

34. **STOPPAGE AND/OR TERMINATION OF CONTRACT**

34.1 *The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.*

34.2 *The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:*

34.2.1 *on breach of this Contract by the Service Provider as stipulated in Clause 33;*

34.2.2 *on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;*

34.2.3 *if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;*

- 34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*
- 34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*
- 34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*
- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*
- 34.4 *Further, the Contract shall be considered as having been terminated:*
- 34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*
- 34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*
- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*
- 34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*
- 34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*
- 34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*
35. **DISPUTE RESOLUTION**
- 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
- 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
- 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
- 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
- 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*
- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*



35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*

35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*

35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*

35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

36. GENERAL

36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*

36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*

37. DOMICILIUM CITANDI ET EXECUTANDI

37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*

37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*

37.3 *Any notice in terms of the conditions of the Agreement must either be:*

37.3.1 *delivered by hand during normal business hours of the recipient; or*

37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*

37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*

37.4.1 *if hand-delivered on the date of delivery;*

37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*

37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*

37.6 *Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.*



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: GQET-25/26-023

Bid/ Project Description: GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BUILDING TERMS OF REFERENCE

NDPWI: GQEBERHA REGIONAL OFFICE



TERMS OF REFERENCE

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DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1 "Additional Services" are increases in the quality of the routine Services detailed in the Scope of Works
 - 1.1.2 "Bill of Quantities" means the document so designated in the Pricing Data that the Services and indicates the quantities and rates associated with each item the Employer agrees to pay the Service Provider for the Services Completed
 - 1.1.3 "Certificate of Completions" means the certificate issued by the Service Manager signifying that the contract has expired;
 - 1.1.4 "Commencement Date" means the date on when the Services Provider is notified the Employer's acceptance of its offer;
 - 1.1.5 "Contract" means the Contract signed by the parties and of which these conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
 - 1.1.6 "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the Risks, Liabilities and Obligations of the contracting Parties and the procedures for the administration of the Contract;
 - 1.1.7 "Contract Period" is from the Commencement Date for the period stated in the Contract Data:
 - 1.1.8 "Contract Price" means the to be paid for the Service in accordance with the Pricing Data, subject to such additions thereto or deduction thereto or deductions there from as may be from time to time under the provision of the Contract;
 - 1.1.9 "Contract Sum" refers to the amount stated by the Services Provider in the form of Offer and Acceptance;
 - 1.1.10 "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and material and goods as stated in the Contract Data:
 - 1.1.11 "Day" means a calendar day:
 - 1.1.12 "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereto or additions thereto from time to time to be approved in writing by the Employer or delivered to the Service Provider by the Employer;
 - 1.1.13 "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
 - 1.1.14 "Equipment" includes all appliance, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering completion or defects correction of the Services but does not include materials;
 - 1.1.15 "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omissions thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
 - 1.1.16 "Form of Offer and Acceptance" means the written communication by the Employer to Service Provider recording the Acceptance of the Service Provider's offer;
 - 1.1.17 "Identified Projects" means any projects other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract;
 - 1.1.18 "Materials" includes all materials, commodities, articles and things required to be furnished under the contract for the execution of the Services;
 - 1.1.19 "Month" refers to the period commencing on a certain day of the month to the day preceding the corresponding day of the next month:
 - 1.1.20 "Parties" means the Employer and the Service Provider:



- 1.1.21 "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22 "Rates" means for all items bided in this document shall include for additional cost, and shall be representative of the actual cost involved in the executing thereof plus a reasonable mark up and should be valid whether the work associated therewith will be carried out once or more frequently; "Not Applicable" "(N/A)" Means not to be priced or completed.
- 1.1.23 "Services" means all the work to be performed by the Service Provider during the Contract period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.24 "Service Provider" means the Bidder, as named in the Contract Data whose offer has been accepted by or on behalf of the Employer and where applicable, includes the Service Provider's heirs, executors administrators, trustees, judicial managers or liquidators as the case may be, but not except with written consent of the Employer, any assignee of the Service Provider;
- 1.1.25 "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons thereto;
- 1.1.26 "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must , or may, be provided or performed;
- 1.1.27 "Service Period" refers to the period indicated in the Contract Data, during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.28 "Transitional Stage" refers to the period indicated in the Contract Data which commences immediately on the expiry of the Service Period, and which the Services to be provided by the Service Provider shall include, inter alia the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
- 2.1.1. The masculine includes the feminine and the neuter, vice versa;
- 2.1.2. The Singular includes the plural; and vice versa;
- 2.1.3. Any Reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this contract are included for references purposes only and shall not affect the interpretation of the provision to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring or imposing obligations on any Party, effect shall be given it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

DURATION

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on Commencement Date and terminate on the expiry of the Contract Period unless it is extended in terms of clause 3.3.
- 3.3. The terms of duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of Contract shall however be valid unless the terms and conditions of such extension has been reduced in writing and signed by the authorized representatives of both Parties.



RIGHTS AND OBLIGATIONS OF EMPLOYER

4.1. The Employer shall give access to or supply the Service Provider with:

- 4.1.1. All relevant, available data and information required and requested by the Services Provider for the proper execution of the Service;
- 4.1.2. Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

RIGHTS AND OBLIGATIONS OF THE SERVICES PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services
- 5.2. The Service provider shall take instructions only from the Service Manager or persons authorized by the Service Manager in terms of clause 6
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorization has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of Professionals providing services to the Services.
- 5.5. Should the any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on a reasonable grounds to be undesirable the Employer may, in writing and other with reason thereof request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer
- 5.6. The Service Provider undertakes to effect such removal as referred to in 5.5 above, within a day of receipt of the Employer written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Services Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

SERVICE MANAGER

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation on prior written notification thereof to the Service Provider.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegate to the Service Manager who shall confirm, reverse or verify the order or instruction.

SECURITY CLEARANCE

- 7.1. Security Clearance is necessary, and all human resources utilized by the Service Provider and the Service Provider undertake to undergo Security Clearances for which the necessary forms will be made available to the Service Providers at the relevant time by the Employer. The Service Provider accepts that if he or any of his resources refuses to undergo the required security clearance they will not be allowed on the Facilities or to render services.

CONFIDENTIALITY

- 8.1. The Service Provider undertakes to keep any and all information, whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such not to be sold, traded, published or otherwise disclosed to anyone in any matter whatsoever, including by means of photocopy or other reproductions, without the Employer's prior written consent. A disclosure or improper use of the confidential information, without the Employer's prior written consent will cause the Employer harm:



- 4.1.3. The service provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claim by third parties as a result of such unauthorized disclosure or use thereof, either in whole or in part; and/or;
- 4.1.4. The Employer shall be entitled to cancel the contract.
- 8.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
 - 8.2.1. Employees, officers and directors of the Service Providers
- 8.3. Any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.
- 8.4. The Service Provider shall be responsible that all to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any to unauthorised person.

AMBIGUITY IN DOCUMENTS

- 9.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and if necessary, rectified by the Service Manager who shall thereupon issue to the Services Provider a written explanation giving details of the adjustments, if any, and a written instruction what Service, if any is to be delivered.

Note:

- 9.2. **SPECIAL BID RULE FOR RATES BASED BIDS:**

ESTIMATED QUANTITIES

- i) The Department will enter into a rates-based contract with the successful bidder(s)
- ii) The volumes/ quantities in this bid document are estimated volumes/ quantities only.
- iii) The volumes/ quantities are not to be construed as a guarantee to purchase any or all quantities. .
- iv) The Department does not guarantee the purchase of any volumes or quantities under this Contract.
- v) The actual volumes/ quantities are not guaranteed during the contract period and might increase or decrease, depending on the need of the Department.
- vi) The total bid price as per the pricing schedules will be used for evaluation purposes only and the contract will not be limited/ linked to the contract value or the estimated volumes/ quantities.

No adjustment in tendered rates will be allowed, if the actual volumes/ quantities differs from the volumes/ quantities specified in the bid document.

INSURANCES

- 10.1. It is the responsibility of the Service Provider to assess his Risk on the contract and to ensure that the he obtains and maintains the adequate insurances to cover all such Risks.

ACCESS TO FACILITIES AND COMMENCEMENT OF SERVICES

- 11.1. The Services Provider shall provide the Employer within 21 days of Commencement Date with an acceptable Health and Safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993)
- 11.2. The Services Period shall commence on the Commencement Date or on such other date as maybe specified in the Contract.
- 11.3. Notwithstanding the provision of 11.2 the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable Health and Safety plan and Security clearance being obtained in term of clause 11.1 and 7.1 respectively

SUBCONTRACTING



12.1. The Service Provider may not Subcontract any part of the Contract Services at its discretion

12.2. The only services that may be subcontracted is when there is a specialized services to be done, this can only be done with the written consent and approval from the Service Manager.

COMPLIANCE WITH LEGISLATION

13.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authority in whose area of jurisdiction the Facilities fall and which the intellectual property of any other person.

13.2. All the applications legislation, which does not specifically allow discretion in respect of compliance the Employer shall be exactly as intended by such legislation regardless of any instruction, verbal or in writing, to the contrary.

13.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager?

REPORTING OF INCIDENTS

14.1. In addition to the above the Service Provider shall as soon as possible, notify the Employer in writing of any incidents at the Facilities, which or could have resulted in damage to property or injury or death to persons.

14.2. The Service Provider shall follow up verbal notification with a detailed written report on incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

14.3. The Service Provider shall notify the Employer immediately, on becoming of the Contract requiring him to undertake anything that is illegal or impossible.

NUISANCE

15.1. The Service Provider shall deliver the Service in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

15.2. The Service Provider hereby indemnifies the Employer against any Liability arising out of the Service Provider non-compliance with his obligations in terms of Clause 15.1

MATERIAL, WORKMANSHIP, AND EQUIPMENT

16.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract the manufacturer's specification; good industry practices and the Service Manager's written instructions and shall be suitable for the purpose intended.

16.2. The Service Provider shall in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

URGENT WORK (EMERGENCY'S)

17.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to neglect or omission on the part of the Service Provider.

17.2. If the Employer effects the remedial or repair work in terms of 20.1 then the Employer may recover such cost, losses or damages from the Service Provider or deduct the same from any amount still due under this contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

INDEMNIFICATIONS

18.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demands, loss, costs, damages, action, suits or legal proceedings whether arising in common law or by statute consequent upon.

18.2. The Employer accepts liability for all acts or omissions of its employees or representatives.

VARIATIONS

19.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitution.

19.2. No variation by the Employer of whatever nature shall vitiate the Contract.

19.3. If no prior written authorization, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such additional Services

SUSPENSION OF THE SERVICES



20.1. The Service Provider shall, on written order of the Service Manager, suspend the provision of the Services or any part thereof for time or times and in such manner as the Service Manager shall order and shall during such suspension, properly protect the Services so far as is necessary.

20.2. If the Service Provider is unable to render any of the Services for any reason other than and instruction by the Employer to suspend the Services in terms of clause 23.1, the Employer shall be liable for any claim of whatever nature, including a claim for cost, by the Services Provider.

PENALTY FOR NON-PERFORMANCE

21.1. The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time.

PAYMENTS TERMS AND INVOICE SUBMISSIONS

22.1. With Reference to Paragraph 4.12 of FM Circular 31 of 2024 of the Department – All service providers must submit their invoices within 30 days after a job has been completed, together with a signed and stamped date of completion as per the User Department.

22.2. Invoices not submitted within 30 days will be considered invalid for payment. "The Contractor shall submit a detailed invoice to the DPWI, within sixteen (16) calendar days following the completion of the work or the delivery of services. The invoice must include all necessary documentation, including but not limited to, itemised costs, job cards. Failure to submit an invoice within the aforementioned period shall result in a forfeiture of the right to receive payment for the completed work or services.

22.3. The DPWI shall have no obligation to make any payments for work completed or services rendered if the invoice is not submitted within the specified 30-day period."

22.4. On completion of the Contract, the Service Provider must submit all outstanding invoices for services completed within 90 days of the last day of the expired contract.

22.5. Service Providers should note that when submitting a tax invoice, tax invoices should follow the same sequence of ID numbers / complaint numbers as given by the Project Manager. Any deviation from the said sequence will result in penalisation unless determined to be valid, based on the scope of work.

OVERPAYMENTS

23.1. If any overpayments of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider in respect of this contract, which the Employer may have with the Service Provider.

23.2. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of 80(1)(b) of the Public Finance Management Act 1999 (Act, 1 of 1999) as amended.

BREACH OF CONTRACT

24.1. In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance within 10(ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following:

24.1.1. Enforce strict compliance with the terms and conditions of the Contract;

24.1.2. Terminate this contract without prejudice to any other rights it may have;

24.1.3. To suspend further payments to the Services Provider;

24.1.4. To appoint other services providers to complete the execution of the Services, in which event the Services Provider shall be held liable for cost incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

24.1.5. In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after 10(ten) days written notice calling for rectification of the breach, the Service Provider shall be entitled to:

24.1.5.1. Enforce strict compliance with the terms and conditions of the Contract; or

24.1.5.2. Terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

STOPPAGE AND/OR TERMINATION OF CONTRACT

25.1. The Employer reserves the right to terminate this Contract or to temporarily stop the Services, or any part of thereof at any stage of completion.



- 25.2. The Employer shall have the right to terminate this contract without prejudice to any of its rights upon occurrence of any of the following;
- 25.2.1. on breach of this Contract by the Service Provider as stipulated in Clause 27
 - 25.2.2. on commencement of any action for the dissolution and/or liquidation of the Service provider except for the purposes of amalgamation or restructuring approved in advance by the Employer in writing;
 - 25.2.3. If the Service Provider receives a court order to be paid under judicial management or commence liquidation proceedings that is not withdrawn or struck out with five (5)
 - 25.2.4. If the Service Provider informs the Employer that it intends to cease performing its obligation in terms of this Contract;
 - 25.2.5. If the Service Provider informs the Employer that it is incapable on completing the Services as described; or
 - 25.2.6. If in the opinion of the Employer the Service Provider acted dishonestly;
- 25.3. The Employer reserves the right to, even in the absence of breach or the event referred to, terminate this contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 25.4. Further the Contract shall be considered as having terminated:
- 25.4.1. where the Employer stops the Contract or the Contract and instruction to resume or reinstate the Services are not issued with twelve (12) months of the instructions; or
 - 25.4.2. if instructions, necessary for the Service Provider to continue with the Service after a stoppage instruction are not received from the Employer within three (3) months after such instruction were requested by the Service provided
- 25.5. Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:
- 25.5.1. The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
 - 25.5.2. 28.5.2. Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
 - 25.5.3. 28.5.3. The Service Provided shall not be entitled to advance a right or any similar right if this Contract is terminated and specifically agrees to within ten (10) days of written request from the Employer, give access to and to make available all information, document, advice, recommendations and reports collected, furnished and or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

DISPUTE RESOLUTION

- 26.1. In the event of a dispute, the Parties shall endeavor to resolve such dispute through negotiation, in good faith.
- 26.2. If the Parties fail to resolve a dispute through negotiations as mentioned in 29.1 within 24 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 26.3. Whether or not mediation resolves the dispute and irrespective of the outcome of the thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the cost of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on the mediator's fees will be based.
- 26.4. The Parties shall appoint a mediator within 21 days of agreeing to mediate.
- 26.5. On appointment of the mediator the Parties shall jointly decide on the procedure to be followed, representation, dates and venue for the mediation.
- 26.6. If the Dispute or any part thereof remains unresolved it may be resolved by litigation proceedings
- 26.7. Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiations, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to be the Services Provider and the Service Provider shall proceed with the Services with diligence unless the Parties agree otherwise in writing.

GENERAL

- 27.1. This is the entire Contract between the Parties and may only be amended if reduced to writing signed by the duly authorized representatives of both Parties, where after such amendments will take effect.



27.2. The Contract shall be governed by, construed and interpreted according to the law of South Africa.

DOMICILIUM CITANDI ET EXECUTANDI

- 28.1. The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the services of notices and legal process shall be as specified by the Parties in the Contract Data.
- 28.2. Any notice, request, consent, or other communications made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have made when delivered in person to an authorized representative of the Party to whom the communication is addressed or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.
- 28.3. **NOTE:** Any reference to words "**Bid**" or "**Bidder**" herein and/or in any documentation shall be construed to have the same meaning as the words "**Tender**" or "**Tenderer**" for internal & external use.



**DEPARTMENT OF PUBLIC WORKS
REGIONAL OFFICE: GQEERHA (PORT ELIZABETH)**

36 MONTHS GENERAL BUILDING TERM CONTRACT

**THIS IS NOT A SERVICE CONTRACT
ALL REPAIRS REQUIRED WILL BE ATTENDED TO AS PER REQUEST**

This is a term contract for 36 months for Emergency and Repairs Day to Day Maintenance for General Building and will cover all or some of the following requirements;

1. Day to Day repairs(maintenance)
2. Replacing of items directly linked to this specific Bid as is requested.

Rates

3. The rates in the price segment conclude to the term of 36 months.
4. The duration of this term contract is divided into 36 months which would not necessarily calculate from January to December.
5. This means that a term contract awarded on the 21/05/2014, will be from the 21/05/2014 to 20/05/2017 **.(This is an example only)**
6. Bidders are to **NOTE** that the quantities reflected in this document are merely illustrative and no warranty can be given as to the actual quantities of work that will be ultimately materialize on the completion of this contract. Therefore **NO CLAIMS** for alteration to rates shall be entertained due changes in quantities.
7. The Rates document forms part of and must be read and priced in conjunction with **all** other documents forming part of this Bid, including, standard conditions of Bid, conditions of contract (DPW 04-FM 2005-REVISED 2014), specification and other relevant documentation.
8. Zero, nil, gratis, unbalanced or non- market related rates will **NOT** be accepted and The Department reserves the right to disqualify the Bid.
9. The Contractor may not proceed with any new work/repairs unless all invoices pertaining to prior work/repairs done to, or in respect of the same facility/installation/components have been duly submitted to the Department for payment.



SCHEDULE A

PRELIMINARIES

SPECIAL CONDITIONS OF BUILDING RELATED CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of thirty six (36) months commencing from the date of the letter of acceptance (DPW07EC) of this Bid and may be extended for a further period not exceeding twelve (12) months, on the same conditions contained herein. If NO written extension is given the contract will conclude.
- 1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

- 3.1 In the event of any dispute arising regarding this contract, the matter shall be referred by the Department of Public Works to the State Tender Board, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.
- 3.2 Unit: The unit of measurement for each item.
- 3.3 Quantity: The provisional number of items.
- 3.4 Rate: The agreed unit rate per item.
- 3.5 Amount: The product of the quantity and the agreed rate for an item.
- 3.6 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.7 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc.

- 3.8 Client Department: All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

4. DOCUMENTS: Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this Bid:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 Standard Specification for Central Heating Installations Issue X January 1982.
- 4.4 Standard Specification for Air-conditioning and Ventilation Installations Issue XI, 1994.
- 4.5 Standard specification for Refrigeration Installations Issue VI 1984.
- 4.6 Standard Specification for Steam Boilers Issue VII, 1995.
- 4.7 Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- 4.8 The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, - S.A.B.S. 0105 and SANS 10142-1: 2003 (all as amended).
- 4.9 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.10 The Local Municipal Gas Regulations.
- 4.11 Conditions of Tender: Form PA 10 FM.
- 4.12 Tenderers Additional Particulars.
- 4.13 All Sections of, and Addenda to, the Specification.

4.13.1 The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

2. PROVISIONAL QUANTITIES

- 5.1 All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

3. SCOPE OF CONTRACT

- 6.1 This contract is for the maintenance/repairs as per schedule 1 in properties, namely Official Quarters, Living Quarters and Messes in Military, Correctional Services and South African Police Services Bases, Prestige, State Owned Buildings, State Owned Housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 6.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 The Department intends appointing one successful Service Provider per area.
- 6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them.

Thus, the successful Bidder do not have the right to all projects/works/orders in the region it bided for.

- 6.5 The Department will not appoint the same Service Provider for more than two areas per discipline. (Depending on the successful bids received and range of bids in the estimations of the area) This will be done in the interest of spreading work between more service providers. The Department will only appoint the same Service Provider with more than two areas per discipline in the case where there is a shortfall of successful bidders.
- 6.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area and preference will be given to the Bidder based in the Area bided and limited to 2 (Two) areas per Bidder.
- 6.5.2 When a contractor is the lowest price and highest scoring bidder in all areas the first area will be recommended to that Bidder, must be based in the area, the next lowest price and highest scoring bidder will be recommended for the next area but must be based in the area and so on.
- 6.5.3 Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.
- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 6.8 Where repairs are required to be specialised items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

7. VALUE ADDED TAX

- 7.1 All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES and PRICES

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper performance of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

8.2 Unit rates entered into the Schedule 2 of Quantities:

- 8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*
- 8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other*

costs associated with the successful execution of the required work.

- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.
- 8.4 The prices and rates to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 8.6 This is purely a maintenance term contract valid for two years only.
- 8.7 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the two year, it may exceed or be less than the offered amount on the Bid.
- 8.7.1 Department of Public Works and Infrastructure Regional Office Port Elizabeth cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.
- 8.7.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.
- 8.8 **The Department reserves the right to disqualify any bid offers which incorporate unit Rates that are non-market related, nominal and nil or unbalanced. All items must be priced in the price Bill, and to be competitive pricing.**
- 8.9 **NOTE: Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule) No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the Bid will be rejected.**

9. TRANSPORT COSTS

- 9.1 Transport costs, including travelling time, must be allowed for in the rates for each and every item in the price schedules.
- 9.2 Transport costs, including travelling time for Scheduled repairs will be included in the labour rates as per item. Under no circumstances will transport or travelling costs be paid where this is claimed separate item on any invoice submitted, unless it is outside the core town.
- 9.3 Please note where a schedule and non- schedule item is used on the same repair, the contractor will not be eligible to claim for transport or travelling cost on the basis of the non – scheduled item used, however non- schedule labour may be claimed for the replacement of the non- schedule item. Furthermore, the labour on site claimed for shall be reasonable and justified.
- 9.4 **In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy if the time claimed by the Bidder is justified**

10. ACCESS TO PREMISES

The Bidder undertakes to:

- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. ACCESS CARDS TO SECURITY AREAS

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.
- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only South Africa Identity Documents will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

- 12.1 The Department or the Chief of the South Africa National Defence Force, or the Commissioner of the South Africa Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of South Africa National Defence Force or the Commissioner of the South Africa Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.
- 12.3 **Only South Africa Identity Document will be accepted on site.**

13. TRAINED STAFF

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 All Technician's/Artisan's certificates of qualification and apprenticeship contracts shall be submitted with the tender for evaluation by this Department.
- 13.3 By not complying with this clause the tender shall not be taken in consideration and shall or could lead to disqualification.

- 13.4 Bidders shall satisfy the Department in all respects that their Electricians/Technicians are suitably qualified to carry out the specified repairs covered by this contract.
- 13.5 **Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.**
- 14. DRESS CODE**
- 14.1 **The following dress code must be adhered to at all times by all workers:**
- 14.2 Workers must have a COMPANY WORK SUIT with the company logo on it.
- 14.3 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 14.4 The dress code must adhere to the OHSA in terms of protection for all workers for this Particular service.
- 14.5 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service
- 15. MATERIAL OF EQUAL QUALITY**
- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

- 16.1 All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

17. FRAUDULENT CONDUCT

- 17.1 **Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect Invoices, fictitious Supplier Invoices or any contravention of the National Treasury Regulations**

18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required **and include a motivation for replacement of parts.**
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.
- 18.4.1 NOTE: RESPONSE TIME:** The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.

19. MANAGEMENT AND EXECUTION OF WORK

The Successful Bidder undertakes to:

- 19.1 Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings / areas covered by this contract. Seven (7) days after letter of acceptance date, failing to do so will be in Breach of the contract and may lead to termination of this contract.
- 19.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.3 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 19.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.
- 19.7 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.8 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.11 **Only Authorised specialised services may be sub-contracted.**

20. OFFICIAL INSTRUCTION FOR REPAIRS

- 20.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*
- 20.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 20.3 No payments shall be made for work executed without the necessary written authority.
- 20.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

21. EMERGENCY REPAIRS

- 21.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.
- 21.2 Emergency repairs after hours may be executed with only receipt of an official complaint (CPT) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 21.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.

- 21.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

22. JOB CARDS ("M" FORMS) FOR REPAIRS

- 22.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 22.2 Job Cards shall be completed in all respects for each and every repair work. Complete job card for each and every day the service is rendered to be submitted to the Respective Works Manager. Job cards will indicate "job still in progress" and the final job card will indicate "job completed". This job card with Job completed must be faxed/e-mailed the same day to the Departmental Representative, copy left with the client Department and all original Job Cards to be submitted with invoice for payment.
- 22.3 The Job Card must be completed legibly in black ink after completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 22.4 **Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.**
- 22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 22.6 Failure to comply with the above could delay payment.
- 22.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card. (No job card will be accepted should the above not be completed)
- 22.8 **No Photocopied Job Cards will be accepted under any circumstances with invoicing.**
- 22.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 22.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.

22.10.1 NOTE: All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

23. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

- 23.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 23.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

- 23.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 23.4 **The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department;**
- 23.4.1 Must be on a Company Letter Head;
 - 23.4.2 The words 'tax invoice' in a prominent place;
 - 23.4.3 The name, address and registration number of the supplier;
 - 23.4.4 The name and address of the recipient;
 - 23.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 23.4.6 Description of the goods or services supplied;
 - 23.4.7 The quantity or volume of the goods or services supplied;
 - 23.4.8 Either;
 - 23.4.8.1 The value of the supply, the amount of tax charged and the consideration for the supply; or
 - 23.4.8.2 Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 23.5 Prices must be clear with no corrections; no Correction ink may and must not be used on any documentation.
- 23.6 The supplier's address and contact details must be clear and current (contactable)
- 23.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 23.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 23.9 The Department reserve the right to scrutinize all supplier's invoices, prices for items supplied and services rendered shall be market related.

24. **INVOICES FROM BIDDER**

- 24.1 Invoices for services rendered, must be accompanied by Original Job Cards, official instruction and suppliers invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original Bid document by means of the page and item numbers e.g. 2.2 (page 2, item 2)
- 24.2 The following information is required on the layout of an invoice:
- 24.2.1 Invoice must be on company's letterhead;
 - 24.2.2 Invoice must be addressed to DPW;
 - 24.2.3 Invoice must have invoice date and number;
 - 24.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
 - 24.2.5 Invoice must provide, address of Client Dept. where and what service was rendered;
 - 24.2.6 CPT reference and order numbers must appear on invoice;
 - 24.2.7 Full description of work been carried out;

- 24.2.8 The name and email address of the respective Works Manager handling the specific service.

24.3 Services to equipment:

- 24.3.1 Services are not compulsory
- 24.3.2 Services can be cancelled at the Department's discretion.
- 24.3.3 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
- 24.3.4 Services completed without call centre complaint will not be paid by the Department
- 24.3.5 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.
- 24.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

25. PAYMENT TO CONTRACTORS

- 25.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 30 days after completion of a job.
- 25.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 25.3 Bidders are also urge to submit all outstanding invoices within six (6) months after completion of this contract.
- 25.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 25.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 25.5.1 NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.
- 25.5.1.1 The Contractor may not proceed with any new work/repairs unless all invoices pertaining to prior work/repairs done to, or in respect of the same facility/installation/components have been duly submitted to the Department for payment.

26. PROFIT ON MATERIAL

- 26.1 Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.

27. HOURS OF WORK

- 27.1 The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department. Such work done outside normal working hours shall be claimed as per labour scheduled rate in Schedule Two, on non-schedule items only.

29. EXECUTION OF WORK BY OTHERS

- 29.1 Although this Bid includes day-to-day repairs to all State Owned Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

30. RESTRICTION ON THE USE OF LABOUR

- 30.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical/Plumbing work.
- 30.2 All work on this contract is to be carried out with hand labour where possible by workers recruited from the local area. Wage rates are to be negotiated with the local civics and chiefs of the relevant area (tribal communities).
- 30.3 The Department may request the contractor to supply a detailed list of all employed casual workers.

31. MARKING OF EQUIPMENT

- 31.1 The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

32. SUBMISSION OF PROGRESS REPORTS

- 32.1 The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis.

33. Department of Public Works and Infrastructure Call Centre

- 33.1 The Department has a Department of Public Works and Infrastructure Call Centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

34. IMPORTANT NOTICE

- 34.1 THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

35. ASSOCIATED ELECTRICAL WORK

- 35.1 The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors.
- 35.2 **NOTE:** All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984.
All electrical work falls within the scope of this document and is the responsibility on the main contractor.

ANNEXURE A

JOB CARD

(01 Page)



CONTRACTOR	COMPLAINT NO:ORDER NO:TENDER NO:						
	DEPT:BUILDING:TOWN:.....						
	DESCRIPTION OF COMPLAINT:						
	REPORTED BY:TEL. NO:DATE:						
	CONTRACTOR:CONTACT NO:						
	DESCRIPTION OF WORK EXECUTED BY THE CONTRACTOR (to be supplemented with a report if required):						
	No	Area / Room No.	Description of material used on site	Unit E.g./m ² /m/No	Qty		
	1.						
	2.						
	3.						
4.							
5.							
6.							
Guarantee		Yes / No	Time period for guarantee		Serial no. / Guarantee Card no		
Equipment							
Workmanship							
(A break down invoice must be separately provided to indicate labour, material, travel, equipment hire, profit & % and VAT)							
*** A separate job card must be signed by the contractor for each day worked on site							
Labour type		Date on site (dd/mm/yyyy)	Time in	Time out	Hrs	No. on site	Total hrs
Artisan							
Labourer							
Type of transport:			Travelled from:		KMs per return trip:		
Name of Artisan:			Job complete:	Yes No	Date of completion: Signature:		
CLIENT	I certify that I personally checked the contractor's work and it has been executed satisfactorily. I have received the scrap material ☐ , not received scrap material ☐ (I however do not certify technical correctness of the work)						
	Name: Telephone no:					OFFICE STAMP	
	Designation: Signature: Date:						
	***Client to please retain copy for audit purposes						
DEPARTMENT	☐	State owned			The work / service is certified as complete		
	☐	Leased property			Signature:		
	☐	Physically inspected			Name:		
	☐	Telephonic confirmation with:			Designation / Rank:.....		
	☐	Tel. no:			Date:		

**GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING
FOR A PERIOD OF 36 MONTHS**

GRAHAMSTOWN AREA
Alexandria
Tyefu
Alicedale
Bathurst
Bell
Commitees
Doornfloof
Fort Beaufort
Bedford
Fort Brown
Humburg
Kap River
Kenton-on-Sea
Peterson
Port Alfred
Seafield
Sevenfountain
Riebeeck East
Mr. L. Mtiya



OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS

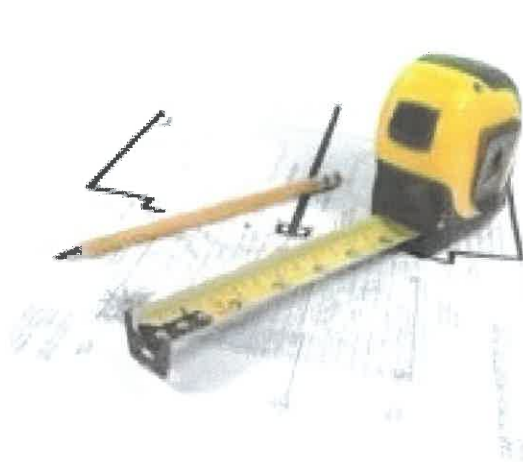
FOR

PROJECTS AND MAINTENANCE (BUILDING/ ELECTRICAL/ MECHANICAL)

MANAGED ON BEHALF OF

THE DEPARTMENT OF PUBLIC WORKS

(THE “CLIENT”)



1. PREAMBLE

In terms of Construction Regulation 5(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare a baseline risk assessment for an intended construction work project. In terms of construction regulations 5(1)(b), the client must prepare a suitable, sufficiently documented and coherent site specific Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. ***(All references to the singular shall also be regarded as references to the plural)***

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to

health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 7 and 8 of the Act, Construction regulations 7 and 8.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –

means any person who acts as a representative for a client;

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing or land, the making of excavation, piling or any similar civil engineering structure or type of work;

“Construction work permit”

means a document issued in terms of construction regulations 3

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” –

means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- * The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(5), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- * The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- * All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * The Construction Manager and Assistant Construction Manager appointed in terms of Construction Regulation 8(1), 8(2) to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	5(1)(k)	Principal contractor for each phase or project	Client
2.	7(1)(c)	Contractor	Principal Contractor
3.	7(2)(c)	Contractor	Contractor
4.	8(1)	Construction Manager	Principal Contractor
5.	8(2)	Construction Manager assistant	Principal Contractor
6.	8(5)	Construction Health and Safety Officer	Principal Contractor
7.	9(1)	Person to carry out risk assessment	Contractor
9.	10(1)(a)	Fall protection planner	Contractor
10.	12 (1)	Temporary works designer	Contractor
12.	13(1)(a)	Excavation supervisor	Contractor
13.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Contractor
14.	13(2)(k)	Explosives expert	Contractor
15.	14(1)	Supervisor demolition work	Contractor
16.	14(11)	Demolition expert	Contractor
18.	16(1)	Scaffold supervisor and scaffold erector	Contractor
19.	17(1)	Suspended platform supervisor	Contractor
20.	17(2)(c)	Compliance plan developer	Contractor
21.	17(8)(c)	Suspended platform expert	Contractor
22.	17(13)	Outrigger expert	Contractor
23.	18(1)	Rope access supervisor	Contractor
24.	19(8)(a)	Material hoist inspector	Contractor
25.	20(1)	Bulk mixing plant supervisor	Contractor
26.	21(2)(b)	Explosive actuator expert	Contractor
27.	22(a)	Crane supervisor	Contractor
28.	24(d)	Temporal electrical installations controller	Contractor
29.	24(e)	Temporal electrical installations inspector	Contractor
30.	28(a)	Stacking and storage supervisor	Contractor
31.	29(h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter "Preamble" (page 4) above. This list must not be assumed to be exclusive or comprehensive.

5.2 Communication & Liaison

5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

INTERPRETATION

- (i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.
- (ii) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

RESPONSIBILITIES

7.1 Client

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may be perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 **Contractor** (Responsibilities of in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

8. SCOPE OF WORK (also refer to paragraph 2 on page 5)

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

"Phase 1 – Refurbishment of existing houses & outbuildings for Library information services consisting of elaborate audio visual aids and facilities including auditoriums.

- Site clearance (what does this entail?)
- Site hoarding, demarcation and demolition as follows:
- Bulk Earthworks comprising...(excavations, filling, compaction, evening surface.....)
- Piling (by drilling, excavating.....pile driving....pile hammering.....????)

Phase 2 – Construction of a new four (4) storied Administration building.

- Preparation of site by leveling, compaction etc.
- Excavations for parking areas/services
- Etc."

(elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

[Notes to the Client, Designer, Project Manager, Architect, Agent:

add references to the above project and include specific elements identified as the 'Critical Few'. The 'Critical Few' refer to those few or singular elements of the project that have the potential to impact in a major

or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)

Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]

N.B Construction Regulation 5(1)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 7(1)(c)(vii) to ensure that the principal contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

12.3 Reports

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control,

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to the relevant Regional Manager for that particular jurisdiction.

12.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5 Site Rules and other Restrictions

12.5.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2 Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

12.6.1 General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

12.6.2 Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

12.6.3 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- * Operation of Cranes (Driven Machinery Regulations 18 (11))
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
- * As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 28)
- * Emergency, Security and Fire coordinator

12.7 Accident and Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees

12.8.1 Designation of H&S Representatives(‘SHE – Reps’)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representative for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.8.2 Duties and Functions of the H&S Representatives

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

12.8.3 Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 4) Opening and determining of chairmanship (only when necessary)
- 5) Minutes of Previous Minutes
- 6) Observations
- 7) Program and Safety considerations
- 8) Hygiene
- 9) Housekeeping improvement 7) Incidents & Accidents / Injuries 8) Registers:
 - a H&S Rep. Inspections b. Matters of First Aid
 - c. Scaffolding
 - d. Ladders
 - e. Excavations
 - f. Portable Electric Equipment
 - g. Fire Equipment
 - h. Explosive Power Tools
 - i. Power Hand tools
 - j. Incident! Report Investigation
 - k. Pressure Vessels
 - l. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- * Clearing & Grubbing of the Area/Site * Site Establishment including:
 - o Office/s
 - o Secure/Safe Storage and storage areas for materials, plant & equipment
 - o Ablution facilities
 - o Sheltered dining area
 - o Vehicle access to the site
- * Dealing with existing Structures.
- * Location of existing Services



- * Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- * Adjacent Land uses/Surrounding property exposures
- * Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- * Exposure to Noise
- * Exposure to Vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
- * Use of Portable Electrical Equipment including: o Angle grinder o Electrical Drilling machine o Skill saw
- * Excavations including: o Ground/soil conditions
- o Trenching o Shoring
- o Drainage o Daily inspections *
- Welding including:
- o Arc Welding o Gas welding o Flame Cutting
- o Use of LP Gas torches and appliances
- * Loading & Offloading of Trucks
- * Aggregate/Sand and other Materials Delivery
- * Manual and Mechanical Handling
- * Lifting and Lowering Operations
- * Driving & Operation of Construction Vehicles and Mobile Plant including: o Trenching machine o Excavator o Bomag Roller o Plate Compactor o Front End Loader
- o Mobile Cranes and the ancillary lifting tackle o Parking of Vehicles & Mobile Plant o Towing of Vehicles & Mobile Plant
- * Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Layering and Bedding of trench floor
- * Installation of Pipes in trenches
- * Backfilling of Trenches
- * Protection against Flooding
- * Gabion work
- * Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Protection from Overhead Power Lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site *
- * As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative & Legal Requirements
2. Education, Training & Promotion

3. Public Safety & Emergency Preparedness

4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 3	Construction work permit	Apply to the Provincial Labour Office for any construction work as defined under CR 3(1)(a)(b) & (c)
Construction. Regulation 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Construction regulations 5(1)(j)	*Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)(b) & 5(1)(n)	H&S Specification & Programme	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 9	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18	*Designation of	More than 20 employees - one H&S Representative, one

General Administrative Regulations 6 & 7	Health & Safety Representatives	additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	*Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	*Agreement with Mandataries/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	*Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site

Construction. Regulation 11	Structures	Information re. the structure being erected received from the Designer including: geo-science technical report where relevant the design loading of the structure the methods & sequence of construction anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept
Construction. Regulation 16	Scaffolding	Competent persons appointed in writing to: erect scaffolding (Scaffold Erector/s) act as Scaffold Team Leaders inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction. Regulation 17	Suspended Platforms	Competent persons appointed in writing to: control the erection of Suspended platforms act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather Risk Assessment conducted Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person after erection and before use daily prior to use. Inspection register kept The following tests to be conducted by a competent person: load test of whole installation and working parts every three months hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available

Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: before every shift after any blasting after an unexpected fall of ground after any substantial damage to the shoring after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out
		Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept
Construction. Regulation 19	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.
Construction. Regulation 21	Explosive actuated fastening device	Competent person appointed to control the issue of the Explosive actuated fastening & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use Work areas are demarcated!
Construction. Regulation 20	Bulk mixing plant	Competent person appointed to control the operation of the Bulk mixing plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Bulk mixing plant to be inspected weekly by a competent person. Inspections register kept

Construction. Regulation 23/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation 24/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction. Regulation 28/ General Safety	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage

Regulation 8(1)(a)		Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register . Inspected weekly. Inspection Register kept Serviced annually

General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Pressure Equipment Regulations (PER)	Pressure Equipment Regulations (PER)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment. Written Proof of Competence of above appointee available on Site
		Risk Assessment carried out Certificates of Manufacture available on Site Register of Pressure Equipment on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - Annual External inspections, - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair A risk based inspection process by an authorised certification body, SAQCC(IPE) registered person

Construction. Regulation 23	Construction Vehicles & Mobile Plant	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept
General Safety Regulation 13A	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

14.2.2 Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health &	<u>Incident Experience Board indicating e.g. * No.</u> of hours worked without an Injury
Safety Promotion	* No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.

14.4 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry". Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office" Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
*Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
*Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
*Emergency Drill & Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced. (See Section 1 for Designation & Register)

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed

*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: - Jack/ Kango Hammers - Angle / Bench Grinders - Electric Drills (Overhead work into concrete / cement / bricks) - Explosive Powered tools - Concrete Vibrators / Pokers - Hammers & Chisels - Cutting / Welding Torches - Cutting Tools and Equipment - Guillotines and Benders - Shears - Sanders and Sanding Machines - CO2 and Arc Welding Equipment - Skill / Bench Saws - Spray Painting Equipment etc.
*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: - Jack / Kango Hammers - Explosive Powered Tools - Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: - Cement / Bricks / Steel / Chemicals - Welding Equipment * Hammers & Chisels - Jack / Kango Hammers etc.
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: - Dry cement - Dusty areas - Hazardous chemicals * Angle Grinders - Spray Painting etc.
*Fall Prevention Equipment	Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

14.5 Housekeeping

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage (See Section 1 for Designation & Register)	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
	Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
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Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SABS 085
Free Standing Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SABS 085
*Mobile Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs
*Mobile Scaffolding	Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085
Suspended Scaffolding	Outriggers securely supported and anchored. Correct No. of steel wire ropes used. Platform as close as possible to the structure. Handrails on all sides All winches / ropes / cables / brakes inspected regularly and replaced as prescribed Scaffolding complies with OHS Act (Act 85/93) Winch(es) maintained by competent person(s)
Formwork / Support Work	All components in good condition. Foundation firm / stable. Adequate bracing / stability ensured. Good workmanship / uprights straight and plumb. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.
Special Scaffolding	Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.

Edges & Openings	Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced. Stairs provided with handrails. Lift shafts barricaded / fenced off.
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Subject	Requirement
*Physical Condition / Use & Storage	Stepladders - hinges/stays/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top. No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	Colour coded / numbered / symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close Switches / circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument: Test results within 15 – 30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door Apertures and openings used for extension leads to be protected against the elements and especially rain
*Electrical Installations & Wiring	Temporary wiring / extension leads in good condition / no bare or exposed wires. Earthing continuity / polarity correct: Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the <u>b'R'own</u> wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the <u>b'L'ue</u> wire connects to the 'L'eft hand connector. Cables protected from mechanical damage and moisture. Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. Cable arrestors in place and used inside plugs
*Physical condition of Electrical Appliances & Tools	<u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket) Insulation / casing in good condition. Earth wire connected/intact where not of double insulated design Double insulation mark indicates that no earth wire is to be connected. Cord in good condition/no bare wires/secured to machine & plug. Plug in good condition, connected correctly and correct polarity.

14.8 Subject	Requirement
*Fire Extinguishing Equipment	Fire Risks Identified and on record The correct and adequate Fire Extinguishing Equipment available for: * Offices General Stores Flammable Store Fuel Storage Tank/s and catchment well Gas Welding / Cutting operations Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<u>Fire Extinguishing Equipment:</u> * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)
149 Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations" <u>see attached document</u>)	
* Storage Issue & Control of Flammables (incl. Gas cylinders)	Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied Only sufficient quantities issued for one task or one day's usage Separate, special gas cylinder store/storage area. Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated. Types of Gas Cylinders clearly identified as well as the storage area and stored separately. Full cylinders stored separately from empty cylinders. All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	HCS storage principles applied: products segregated Only approved, non-expired HCS to be used Only the prescribed PPE shall be used as the minimum protection Provision made for leakage/spillage containment and ventilation Emergency showers/eye wash facilities provided HCS under lock & key controlled by designated person Decanted/issued in containers as prescribed with information/warning labels Disposal of unwanted HCS by accredited disposal agent No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site All vessels or containers to be regularly checked for leaks

14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
Excavations, any man-made cavity, trench, pit or depression formed by cutting, digging or scooping	Shored / Braced to prevent caving / falling in. Provided with an access ladder. Excavations guarded/barricaded/lighted after dark in public areas Soil dumped at least 1 m away from edge of excavation On sloping ground soil dumped on lower side of excavation All excavations are subject to daily inspections
Subject	Requirement
*Hand Tools	<u>Shovels / Spades / Picks:</u> Handles free from cracks and splinters Handles fit securely Working end sharp and true <u>Hammers:</u> Good quality handles, no pipe or reinforcing steel handles. Handles free from cracks and splinters Handles fit securely <u>Chisels:</u> No mushroomed heads / heads chamfered Not hardened Cutting edge sharp and square <u>Saws:</u> Teeth sharp and set correctly Correct saw used for the job
*Explosive actuated fastening device.	Only used by trained / authorised personnel. Prescribed warning signs placed / displayed where tool is in use. Work area must be properly isolated/demarcated during use of tool. Inspected at least monthly by competent person and results recorded. Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. Cleaned daily after use.

Subject	Requirement
Tower Crane	Only operated by trained authorised operator with valid certificate of training Structure - no visible defects Electrical installation good/safe Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed Limit switches with backup switches fitted/operational Access Ladder fitted with backrests/Fall arrest system installed Lifting tackle in good condition/inspection colour coding Lifting tackle checked daily

14.11 Excavations

*Mobile Crane	Only operated by trained authorised operator with valid certificate of training
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14.12 Tools

	Rear view mirrors Windscreen visibility good Windscreen wipers operating effectively Indicators operational Hooter working Tyres safe/sufficient tread/pressure visibly sufficient No missing Wheel nuts Headlights, taillights operational Reverse alarm working and audible and known by all employees
*Mobile Crane continued	Grease nipples and grease on all joints No Oil leaks Hydraulic pipes visibly sound/no leaks No corrosion on Battery terminals Boom visibly in good condition/no apparent damage Cable/sheaves greased/no visible damage/split wires/corrosion and check Brakes working properly Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed By-pass valves operational Deflection chart displayed/visible to operator/driver Outriggers functional used
*Gantry Crane	Only operated by trained authorised persons Correct slinging techniques used Recognised/displayed on chart signals used Log book kept/up to date Prescribed inspections conducted on crane & lifting tackle and checked daily "Crane overhead" signage, where applicable Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed/load limiting switches fitted/operational

14.13 Cranes

Subject	Requirement
Builder's Hoist	"Hoist In Operation" - sign displayed. General construction strong and free from patent defects. <u>Tower:</u> * Adequately secured / braced. - At least 900 mm available for over travel. - Barricaded at least 2 100 mm high at ground level and floors. - Landing place provided with gate at least 1 800 high. <u>Platform:</u> * No persons conveyed on platform - Steel wire ropes with breaking strength of six times max. load. - Signal systems used which may include two way radio connection. - Goods prevented from moving / falling off. - Effective brake capable of stopping and holding max. load.

Subject	Requirement
*Site Vehicles	All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator. Inventory of vehicles used/operated on site Inspection by means of a checklist / results recorded. No persons riding on equipment not designed or designated for passengers. Site speed limit posted, enforced and not exceeded. Drivers / Operators trained / licensed and carrying proof. No unauthorised persons allowed to drive / operate equipment.
Conveyors	Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.

14.16 Site Plant and Machinery

14.14 Builder's Hoist

14.15 Transport & Materials Handling Equipment

Subject	Requirement
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Brick Cutting Machine	Operator Trained. Only authorised persons use the machine. Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
*Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed
*Woodworking Machines	Operators Trained. Only authorised persons use machines. Provided with guards. Guards used. Operators using correct PPE - eye/face/feet/hearing Circular saws strictly operated according to prescribed methods and settings Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications
*Compressors	Relief valves correctly set and locked / sealed. Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. All drives adequately guarded. Receiver/lines drained daily Hoses good condition/clamped, not wired Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin
Concrete Mixer / Batch Plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards.
	Operators overseer identified and crane signals displayed and used.
*Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits

*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided
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14.18 Workplace Environment, Health and Hygiene

	Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.

*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable
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15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 15.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client representative whenever necessary or on request to an interested party.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	- Definitions
Regulation No. 2	- Scope of application
Regulation No. 3	- Application of construction permit
Regulation No. 4	- Notification of construction work
Regulation No. 7	- Principal Contractor and Contractor
Regulation No. 8	- Supervision of construction work
Regulation No. 9	- Risk Assessment
Regulation No. 28	- Stacking & Storage on construction sites
Regulation No. 30	- Construction employees' facilities
Regulation No. 32	- Approved Inspection authorities
Regulation No. 33	- Offences and penalties

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations each record in the Health and Safety File.

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation 27. Poor housekeeping contributes to problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping improves production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring

- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material • Oil, grease, water, v storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is suitable artificial lighting including support services in respect of Health and Safety.

20. LOCKOUT SYSTEMS: - *ELECTRICAL!*

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for a period of time. The system shall be designed to eliminate injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tested before commencing with any work or repairs.

21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Incident Investigation File.

22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed 12 months. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall comply with the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulations. The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

23. IMPORTANT RECORDS TO BE KEPT

- 1 Inspection checklist (template)

The documents are to be used as a point of reference to determine which components of the Act would be applicable to a task or project,

INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	

Competent Persons:	
CR16(1): SCAFFOLDING:	
CR17(1): SUSPENDED PLATFORMS:	
CR19(8)(a): MATERIAL HOIST (S):	
CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	
CR13(1)(a): EXCAVATION WORK:	
CR14(1): DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING TOOLS	
CR28(a): STACKING	

INSPECTION				
SECTION/REFS	ITEM CHECKED	N/A	YES	NO
	APPOINTMENTS			
CR8(1)	Supervisor:			
CR8(2)	Assistant Supervisor:			
CR8(5)	Construction Health and Safety Officer			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 14(1)	Demolition Expert			
	DOCUMENTS			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
Section 20(2)	Safety Committee Minutes			
DMR 18(7)	Lifting Machines, hand-powered lifting devices and lifting tackle			
CR 3(4)	Application for Construction Work Permit			
CR 4	Notification of Construction Work			
CR 9(6)	Risk Assessment			
CR 7(7)	Proof of the Health & Safety Induction Training			
CR 11(2)(c)	Structures			

CR13(2)(i)	Excavations			
CR7(1)(g)	Medical Certificates of Fitness			
CR 17(11)	Suspended platforms; inspections and performance test records			
CR 7(1)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(8)(c)	Material Hoists Record Book			
CR21(2)(g)	Explosive actuated fastening device register			
CR 23(1)(k)	Construction Vehicle & Mobile Plant Register			
CR 24(e)	Electrical Installation & Machinery Register			
	INCIDENTS			
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			
	PUBLIC SITE			
FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
CR 27(f)	Perimeter fence & no admittance			
CR 27(g)	Overhead protection netting/falling objects			
NB Notice	Pedestrian warning			
	PERSONAL SAFETY EQUIPMENT			
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
	SAFETY PLANS			
	FIRST AID			
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(a)	Principal's contractor H&S Plan			
	FIRE HAZARD & PRECAUTIONS			
GR29	Flammables used, waste, hot work, diesel, fuel, gas			
	ELECTRICAL INSTALLATIONS & MACHINERY			
CR24	Guarding to Electrical Installations			
	ILLUMINATION			
ER 3(6)	Dangerous Places and signage as well			



	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Plan. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR5(1)(l) shall be subject to this requirement based on the following certification by the Principal Contractor



IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE

NUMBER

CONTACT PERSON



Hospital



Ambulance



Water

Electricity



Police



Fire Brigade

PRICING SCHEDULE/ BILL OF QUANTITIES
(Pages BOQ 1 - BOQ 82)

Bid no: GQET-25/26-023

Bid/ Project Description: GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS

Item No	Quantity	Rate	Amount
<u>BILL NO 1</u>			
<u>PRELIMINARIES</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
<u>Duration of this Contract</u>			
The duration of this contract is for a period of 36 months.			
<u>Pricing of Rates</u>			
The rates priced in this bills of quantities must include the cost of all materials, labour, transport, accommodation and profit. (The cost for travelling once to site and back is elsewhere measured).			
<u>CONDITION OF CONTRACT:Compliance with all contractual requirements and obligations in terms of the General Conditions of Contracts and the Contract Data</u>			
Conditions except as elsewhere measured: Fixed:_____ Value:_____ Time:_____			
Surety. Performance bond Fixed:_____ Value:_____ Time:_____			
		SUM	
		SUM	
Carried Forward		R	
Bill No. 1 Preliminaries National Department of Public Works and Infrstructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
Insurance: Construction Works:			
Fixed: _____	Value: _____		
Time: _____			SUM
Insurance: Public Liability:			
Fixed: _____	Value: _____		
Time: _____			SUM
Construction Programme compile; submit; maintain:			
Fixed: _____	Value: _____		
Time: _____			SUM
<u>MANAGEMENT OF CONTRACT</u>			
1	<i>Management of the works</i>		
	Fixed: _____		
	Time: _____	Item	
2	<i>Programme for the works</i>		
	Fixed: _____		
	Time: _____	Item	
3	<i>Progress meetings</i>		
	Fixed: _____		
	Time: _____	Item	
4	<i>Technical meetings</i>		
	Fixed: _____		
	Time: _____	Item	
5	<i>Labour and plant records</i>		
	Fixed: _____		
	Time: _____	Item	
Carried Forward			R
Bill No. 1			
Preliminaries			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

Brought Forward		R
6	Plant, equipment , sheds and offices Fixed:_____ Value:_____ Time:_____	Item
<u>OCCUPATIONAL HEALTH AND SAFETY ACT</u>		
7	The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 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:_____ Time:_____	Item
Carried to Summary		R
Bill No. 1 Preliminaries National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management		

Item No		Quantity	Rate	Amount
	<u>BILL No. 2</u>			
	<u>ALTERATIONS</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Breaking up and removing mass concrete:</u>			
1	Strip footings and foundations	m3	10	
2	Surface beds not exceeding 100mm thick	m2	25	
3	Surface beds exceeding 100mm and not exceeding 200mm thick	m2	25	
	<u>Breaking up and removing reinforced concrete including cutting off and removing reinforcement</u>			
4	Strip footings and foundations	m3	10	
5	Stairs and landings	m3	5	
6	Surface beds not exceeding 100mm thick	m2	25	
7	Surface beds exceeding 100mm and not exceeding 200mm thick	m2	25	
	<u>Breaking down and removing brickwork, etc.:</u>			
8	Mass Brickwork	m3	5	
9	Half brick walls.	m2	30	
	Carried Forward		R	
	Bill No. 2 Alterations National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

General Maintenance of State Buildings and Complexes

Makhanda Area

Tender Number GQET-25/26-023

Brought Forward			R
10	One brick walls.	m2	30
<u>Taking out and removing doors, windows, etc from brickwork to remain</u>			
11	Timber single door from frame to remain	No	10
12	Timber double door from frame to remain	No	5
13	Timber single door and frame	No	5
14	Timber double door and frame	No	5
15	Timber single door and steel frame	No	5
16	Timber double door and steel frame	No	5
17	Glazed timber window not exceeding 2,5m2	No	10
18	Glazed steel window not exceeding 2,5m2	No	10
<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>			
19	Corrugated iron roof covering and timber purlins	m2	250
20	Corrugated fibre cement roof covering and timber purlins	m2	250
21	Concrete or clay roof tiles, timber battens and underlay	m2	250
22	Slate roof tiles, timber battens and underlay	m2	250
23	Fibre cement slate roof tiles, timber battens and underlay	m2	250
24	Tongued and grooved timber suspended floors including skirtings, joists, bearers, etc	m2	250
Carried Forward			R
Bill No. 2 Alterations National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

General Maintenance of State Buildings and Complexes

Makhanda Area

Tender Number GQET-25/26-023

Brought Forward			R
25	Gypsum plasterboard or fibre cement ceilings including cornices, timber bandering, etc	m2	250
26	Suspended ceilings including suspension grid, hangers, etc	m2	250
27	Drywall partitioning 3m high including doors, ironmongery, glazed borrowed lights, etc	m	50
28	Fibre cement fascia or barge boards	m	50
29	Timber fascia or barge boards	m	50
30	PVC fascia or barge boards	m	50
31	Structural Roof timber of various sizes.	m	150
32	Cornices	m	50
33	Extra over for removal of asbestos roof covering as per regulations	m2	100
<u>Taking out and removing sundry joinery work</u>			
34	Timber cornices from brickwork	m	50
35	Timber cover strip from ceiling to remain	m	50
36	Timber skirtings from brickwork	m	50
37	Timber sills from brickwork	m	50
<u>Taking up and removing vinyl floor coverings, carpeting, etc</u>			
38	Vinyl tile floor covering including preparing screed for new vinyl floor covering	m2	150
39	Vinyl sheet floor covering with welded joints including preparing screed for new vinyl floor covering	m2	150
40	Carpet tile floor covering including preparing screed for new carpeting	m2	150
Carried Forward			R
Bill No. 2 Alterations National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>Taking out and removing ironmongery</u>			
41	Mortice lock and striking plate from timber door and steel frame	No	30
<u>Taking out/off and removing sundry metalwork</u>			
42	Steel pipe handrail from walls including making good plaster finish	m	50
43	Steel balustrade 900mm high from concrete stairs including making good granolithic finish to kerb	m	50
44	Steel wire mesh burglar proofing with framing not exceeding 2.50m ² bolted to brickwork and making good plaster	No	20
<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc</u>			
45	Grano from floors	m ²	50
46	Screed from floors	m ²	50
47	Internal plaster from walls	m ²	100
48	External plaster from walls	m ²	100
<u>Hacking up/off and removing ceramic/porcelain 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>			
49	Tiles to floors	m ²	50
50	Tiles to treads and risers of stairs	m ²	30
51	Tiles to walls	m ²	50
52	Tile skirting	m	50
Carried Forward			R
Bill No. 2 Alterations National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<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>			
53	Galvanised steel piping including fittings and brackets	m	50
54	Cast iron piping including fittings and brackets	m	30
55	Copper piping including fittings and brackets	m	50
56	Stainless steel wash hand basin	No	5
57	Stainless steel sink and drainer on timber cupboard	No	5
58	Vitreous china wash hand basin	No	5
59	Vitreous china WC pan with cistern	No	5
60	Vitreous china WC pan with flush valve	No	5
61	Vitreous china wall hung urinal with flush valve	No	5
62	Stainless steel wall urinal 1200mm high.	No	5
<u>Taking out and removing gutters and downpipes (making good paintwork elsewhere)</u>			
63	Rainwater pipes and holderbats	m	150
64	Eaves gutters and brackets.	m	100
65	Extra over for removal of asbestos gutters and downpipes as per regulations	m	50
<u>Taking out and removing glass and mirrors</u>			
66	Glass from steel windows including cleaning out rebates and preparing for new glass	m2	30
67	Glass from timber windows with beads including cleaning out rebates and preparing for new glass	m2	30
68	Mirror from wall not exceeding 2m2	No	10
Carried Forward			R
Bill No. 2 Alterations National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>PREPARATORY WORK TO EXISTING SURFACES</u>			
<u>Clean existing gutters and downpipes using a high pressure water cleaning system removing all spawl and deleteriuos matter:</u>			
69	Eaves gutters	m	100
70	Down pipes	m	50
<u>Making good internal cement plaster:</u>			
71	Chase out plaster cracks to form recess 25mm wide and 20mm deep, and fill with 1:4 cement mortar, including floating up smooth to match existing	m	25
Carried to Summary			R
Bill No. 2 Alterations National Department of Public Works and Infrstructure Gqeberha Regional Office - Facilities Management			

Item No		Quantity	Rate	Amount
	<u>BILL No. 3</u>			
	<u>EARTHWORKS</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>Proprietary items or materials</u>			
	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
	<u>Nature of material to be excavated</u>			
	The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"			
	<u>Carting away of excavated material</u>			
	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			
	<u>SITE CLEARANCE</u>			
	<u>REMOVAL OF TREES ETC</u>			
	<u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>			
1	Tree exceeding 200mm and not exceeding 500mm girth	No	5	
	Carried Forward			R
	Bill No. 3 Earthworks National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
2	Tree exceeding 500mm and not exceeding 1000mm girth	No	3
3	Tree exceeding 1000 mm and not exceeding 1500 mm girth	No	3
4	Tree exceeding 1500 mm and not exceeding 2000 mm girth	No	3
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>			
<u>Soft excavation not exceeding 2m deep</u>			
5	Trenches	m3	50
6	Reduce levels under floors	m3	50
<u>Extra over all excavations for carting away</u>			
7	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	100
<u>Keeping excavations free from water</u>			
8	Keeping excavations free from mud and all water other than from subterranean sources	Item	
<u>FILLING, ETC</u>			
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u>			
9	Backfilling to trenches, holes, etc	m3	100
<u>Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density</u>			
10	Under floors, etc	m3	50
Carried Forward			R
Bill No. 3 Earthworks National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u>			
11	50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), leveled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors.	m2	100
<u>Compaction of surfaces</u>			
12	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	100
<u>PROTECTION AGAINST TERMITES</u>			
<u>Soil insecticide</u>			
13	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	100
Carried to Summary			R
Bill No. 3 Earthworks National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Item No		Quantity	Rate	Amount
	<u>BILL No. 4</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>25 MPa/19mm concrete</u>			
1	Strip footings	m3	5	
2	Surface beds cast in panels on waterproofing	m3	5	
	<u>REINFORCED CONCRETE</u>			
	<u>25 MPa/ 19mm Concrete poured around reinforcement:</u>			
3	Strip footings	m3	5	
4	Bases	m3	5	
5	Surface beds cast in panels on waterproofing	m3	5	
	Carried Forward		R	
	Bill No. 4 Concrete, formwork and reinforcement National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>CONCRETE TESTING</u>			
6	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head : Works	Item	
<u>CONCRETE SUNDRIES</u>			
<u>Finishing top surfaces of concrete smooth with a wooden float to a broom finish</u>			
7	Surface beds, slabs, etc.	m2	100
<u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u>			
<u>Rough formwork to sides</u>			
8	Strip footings (Provisional)	m2	50
9	Bases (Provisional)	m2	50
<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>			
10	Edges, risers, ends and reveals exceeding 300mm high or wide circular to (not?) exceeding 1m radius	m2	50
11	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	50
<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>			
<u>Smooth formwork to sides</u>			
12	Edges, risers, ends and reveals exceeding 300mm high or wide circular to (not?) exceeding 1m radius	m2	50
Carried Forward			R
Bill No. 4 Concrete, formwork and reinforcement National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
13	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	50
<u>MOVEMENT JOINTS, ETC.</u>			
<u>Vertical joggle construction joints through concrete including one coat thick cement slurry and one coat Bitumen paint to one face</u>			
14	Surface beds not exceeding 300mm thick	m	50
<u>Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces</u>			
15	Expansion joint not exceeding 300mm high	m	50
<u>Saw cut joints:</u>			
16	Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess.	m	50
<u>REINFORCEMENT</u>			
<u>Fabric reinforcement</u>			
17	Type 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	100
Carried to Summary			R
Bill No. 4			
Concrete, formwork and reinforcement			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

Item No	Quantity	Rate	Amount
<u>BILL No. 5</u>			
<u>MASONARY</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill <u>Proprietary items or materials</u> Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works <u>BRICKWORK</u> <u>Sizes in descriptions</u> Where sizes in descriptions are given in brick units, "one brick" shall be the length and "half brick" the width of a brick <u>Cement mortar</u> Unless otherwise described, all brickwork shall be built in 1:5 cement mortar <u>External walls, etc</u> Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole			
Carried Forward			R
Bill No. 5 Masonry National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixeal" bitumen emulsion waterproofing coating			
<u>Face bricks</u>			
Bricks shall be ordered timeously to obtain uniformity in size and colour			
<u>Pointing</u>			
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
<u>Samples, etc</u>			
Rates for brickwork, faced brickwork, etc shall include for all required samples			
<u>BRICKWORK</u>			
<u>FOUNDATIONS (PROVISIONAL)</u>			
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in foundations (Provisional)</u>			
1	Mass brickwork	m3	5
2	One brick walls	m2	50
3	One and a half brick walls	m2	30
<u>SUPERSTRUCTURE</u>			
<u>Brickwork of NFP bricks in class II mortar</u>			
4	Half brick walls	m2	50
5	One brick walls	m2	50
Carried Forward			R
Bill No. 5 Masonry National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
6	270mm Hollow walls of two half brick skins, including wall ties	m2	50
7	One and a half brick walls	m2	50
<u>BRICKWORK SUNDRIES</u>			
8	Forming toothings and bonding new brickwork to existing	m2	50
9	Raking out joints of existing face brickwork to receive plaster finish	m2	50
<u>Joint forming material in movement joints</u>			
10	12mm Bitumen impregnated fibre board built in vertically through brick walls.	m2	10
<u>Steel bar reinforcement</u>			
11	8mm Diameter mild steel bars built in horizontally	t	0.25
<u>Brickwork reinforcement</u>			
12	75mm Wide reinforcement built in horizontally	m	50
13	150mm Wide reinforcement built in horizontally	m	50
<u>Galvanised hoop iron cramps, ties, etc</u>			
14	32 x 1,6mm Cramp 600mm long, three times bend with one end fixed to brickwork and one end fixed to timber truss	No	30
<u>FACE BRICKWORK</u>			
<u>" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.</u>			
15	Extra over brickwork for face brickwork.	m2	100
16	Extra over brickwork for brick-on-edge header course lintels, pointed on face and 220mm soffit	m	50
Carried Forward			R
Bill No. 5 Masonry National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces</u>			
17	220mm Copings on top of one brick walls	m	30
18	170 mm Wide window sill set sloping and slightly projecting	m	30
<u>WINDOW SILLS</u>			
<u>"Everite" nutec - cement natural grey sills in single lengths in cement mortar including fixing lugs, etc. fibre cement</u>			
19	10 x 150 mm Wide sills set flat and slightly projecting	m	20
Carried to Summary			R
Bill No. 5			
Masonry			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

Item No		Quantity	Rate	Amount
	<u>BILL No. 6</u>			
	<u>WATERPROOFING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill <u>Proprietary items or materials</u> Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works <u>Waterproofing</u> Waterproofing of roofs, basements, etc shall be laid under a twelve year maintenance free guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs <u>WATERPROOFING TO ROOFS, BASEMENTS, ETC</u> <u>"Sika" "Sealoflex" Flexible Acrylic Waterproofing System:</u>			
1	Flashing strip 460mm girth at junction of roof and walls.	m	50	
	<u>2mm Polyurethane waterproofing</u>			
2	On concrete flat roofs	m2	150	
3	On box gutters and metal flashings	m2	100	
	Carried Forward		R	
	Bill No. 6 Waterproofing National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
4	On plastered walls	m2	50
	<u>W113 crack and hole filler all as per Wilcote's specification</u>		
5	Check roof area and seal roof screws, small holes and minor cracks.	m2	250
	<u>Soudal Fix all polyurethane flexible sealant</u>		
6	Joints between wall & window frame including cleaning out joint as necessary.	m	300
	<u>DAMPPROOFING OF WALLS AND FLOORS</u>		
	<u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u>		
7	Under surface beds	m2	100
	<u>JOINT SEALANTS, ETC</u>		
	<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>		
8	12 x 10mm In expansion joints in floors/walls including raking out expansion joint filler as necessary (Provisional)	m	100
Carried to Summary			R
Bill No. 6			
Waterproofing			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

Item No	Quantity	Rate	Amount
<u>BILL No. 7</u>			
<u>ROOF COVERINGS, ETC</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
<u>Proprietary items or materials</u>			
Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
<u>Fixing</u>			
Fixing shall be done according to SABS 1200HB with minimum 225mm end laps			
<u>General</u>			
Description of roof coverings, etc. shall be deemed to include for straight and raking cutting, notches, lapping, sealing strips, holes for fixing, fixing accessories, forming drips and closed ends to troughs, flashings, etc.			
The descriptions of accessories such as closers, ridges and hip coverings, flashings, etc. shall be deemed to include for fixing, notches, ends, angles and intersections, etc.			
All work must be done and all fixing accessories, sealing, etc. must be in strict accordance with the manufacturer's specifications and prices are to include therefore.			
All roof coverings, etc. and fittings are measured, net and prices are to include for lapping.			
Carried Forward		R	
Bill No. 7 Roof Coverings, Etc National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>SLATES</u>			
<u>Natural slates laid in double thickness with a head lap of 75mm and nailed along centre with copper clout nails to and including 38 x 38mm sawn softwood battens</u>			
1	Roof covering with pitches not exceeding 25 degrees	m2	50
<u>Cement-fibre slates nailed with copper clout nails to and including 38 x 38mm sawn softwood battens.</u>			
2	Roof covering with pitches not exceeding 25 degrees	m2	50
<u>TILES</u>			
<u>Concrete tiles nailed with non-corrosive nails and/or fixed with suitable non-corrosive clips as required to and including 38 x 38 mm sawn softwood battens over and including an underlay of 250 micron polyethelene sheeting in accordance with SANS 952 Type E fixed to rafters under battens with minimum laps of 150mm</u>			
3	Roof covering with pitches not exceeding 25 degrees	m2	50
4	Roof covering with a 30 degree pitch	m2	50
5	Ridges of tiles to match roofing tiles, bedded and pointed in 1:3 tinted cement mortar, including 75mm wide strip of 375 micron embossed dampproof course in accordance with SANS 952 Type B underlay and necessary additional battens	m	30
6	Hips of tiles to match roofing tiles, bedded and pointed in 1:3 tinted cement mortar, including 75mm wide strip of 375 micron embossed dampproof course in accordance with SANS 952 Type B underlay, raking cutting to tiles on both sides and necessary additional battens	m	30
7	Verges of capping tiles to match roofing tiles, fixed with non-corrosive fixing accessories	m	30
<u>PROFILED FIBRE-CEMENT SHEETING AND ACCESSORIES</u>			
Carried Forward			R
Bill No. 7 Roof Coverings, Etc National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward				R
<u>Bigsix sheeting and accessories, fixed to timber or steel purlins or rails</u>				
8	Roof covering with pitches not exceeding 25 degrees	m2	50	
9	Roof covering with a 30 degree pitch	m2	50	
10	Side cladding	m2	50	
11	Close fitting adjustable ridge cappings	m	50	
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
<u>0.58mm Thick Colorplus AZ 150 roof sheeting (colour Sunset Red) with Saflok 700 concealed fix profile to timber purlins (elsewhere measured) at 1.20m centres laid in strict accordance with the manufacturer's specification.</u>				
12	Roof covering with pitch not exceeding 25 degrees	m2	50	
13	Ridge capping 460mm girth	m	50	
14	Hip capping 460mm girth	m	50	
15	Headwall flashing 462mm girth	m	30	
16	Sidewall flashing 432mm girth	m	30	
17	Counter flashing 185mm girth	m	30	
18	Broad flute closure	m	50	
19	Broad flute moulded poly closure at ridge.	m	50	
20	Narrow flute moulded poly closure at eaves.	m	50	
<u>0.8mm Z275 spelter galvanised corrugated steel sheets fixed to timber purlins.</u>				
21	Roof covering with pitches not exceeding 25 degrees	m2	50	
Carried Forward				R
Bill No. 7 Roof Coverings, Etc National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Brought Forward			R
<u>0.6mm Z275 spelter galvanised troughed steel sheets in single lengths with "Chromadek" finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins.</u>			
22	Roof covering with pitches not exceeding 25 degrees	m2	50
<u>0.8mm Z600 spelter galvanised steel sheet accessories to preceding roof coverings with "Chromadek" finish of approved standard colour on one side and standard grey backing finish on reverse side</u>			
23	Ridge cappings 460mm girth	m	50
24	Hip cappings 460mm girth	m	50
25	Cover flashings 460mm girth	m	30
26	Side wall flashings 460mm girth	m	30
27	Head wall flashings 460mm girth	m	30
28	Drip flashing 120mm girth	m	30
29	Narrow and broad flute closers	m	50
30	Narrow and broad flute closers, raking at valleys or hips	m	30
<u>1.25mm Thick Modek translucent roof sheeting (colour Clear) on timber purlins laid in strict accordance with the manufacturer's specification.</u>			
31	Roof covering with pitch not exceeding 25 degrees	m2	50
<u>Sundries</u>			
32	Replace missing or loose roof screws with new roofing screw and washer.	No	500
<u>SHEET METAL FLASHINGS, LININGS, COPINGS, ETC</u>			
Carried Forward			R
Bill No. 7 Roof Coverings, Etc National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>0,6mm Galvanised sheet steel with silicone polyester finish on one side, with 100mm laps</u>			
33	Flashings	m2	30
34	Linings to valleys with riveted and sealed joints	m2	30
35	Cover flashings, including sealing top edge with mastic in and including groove in brickwork	m	30
Carried to Summary			R
Bill No. 7			
Roof Coverings, Etc			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

Item
No

Quantity

Rate

Amount

BILL No. 8**CARPENTRY AND JOINERY****SUPPLEMENTARY PREAMBLES**

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

STRUCTURAL TIMBERWORK ETC**Sawn South African softwood:**

1	38 x 114mm Wall plates	m	50	
2	38 x 114mm Bracing	m	50	
3	38 x 114mm Common rafters in lengths not exceeding 2,4m	m	50	
4	38 x 114mm Common rafters in lengths exceeding 2.4m and not exceeding 3.9m	m	50	
5	38 x 228mm Bearers in lengths not exceeding 2,4m	m	50	
6	38 x 228mm Bearers in lengths exceeding 2.4m and not exceeding 3.9m	m	50	
7	50 x 228mm Bearers in lengths not exceeding 2,4m	m	50	
8	50 x 228mm Bearers in lengths exceeding 2.4m and not exceeding 3.9m	m	50	
9	50 x 228mm Bearers in lengths exceeding 3.9m and not exceeding 6.6m	m	50	
10	38 x 114mm Bolted roof truss members in lengths not exceeding 2,4m	m	100	

Carried Forward**R**

Bill No. 8

Carpentry & Joinery

National Department of Public Works and Infrastructure

Gqeberha Regional Office - Facilities Management

Brought Forward			R
11	38 x 114mm Bolted roof truss members in lengths exceeding 2.4m and not exceeding 3.9m	m	150
12	38 x 38mm Battens	m	100
13	50 x 76mm Purlins.	m	150
<u>ROOFS, ETC</u>			
<u>ROOF SUNDRIES</u>			
14	"Teco" two way hurricane clips.	No	250
15	Two coats ABE provonite on sawn roof timbers.	m2	100
<u>EAVES, VERGES, ETC.</u>			
<u>Sawn softwood</u>			
16	32 x 228mm Fascias and barge boards	m	50
<u>"Everite FC77" pressed fibre-cement:</u>			
17	10 x 225mm Fascia boards including galvanized steel H-profile jointing strips.	m	50
18	80 x 200mm Barge boards, including aluminium H-profile jointing strips etc	m	50
<u>FLOORS AND SKIRTINGS</u>			
<u>Wrought saligna</u>			
19	Flooring of 12mm tongued and grooved boarding in 108mm widths	m2	75
20	Circular cutting	m	30
21	170 x 25mm Risers with rebated top edge let into and including groove in treads	m	50
22	280 x 38mm Treads with rounded front edge	m	50
Carried Forward			R
Bill No. 8 Carpentry & Joinery National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward				R
23	12 x 85mm Skirtings	m	50	
24	12 x 85mm Skirtings stepped over treads and risers of stairs, plugged	m	50	
25	12 x 85mm Skirtings including 19mm quadrant bead, plugged	m	50	
<u>TIMBER DOORS, WINDOWS, ETC</u>				
<u>FRAMED DOORS, ETC.</u>				
<u>Wrot hardwood Eight Panel Entrance door hung to steel frames:</u>				
26	44mm Entrance door, size 813 x 2032mm.	No	5	
<u>Wrot hardwood BB doors hung to steel frames:</u>				
27	40mm Thick hardwood BB door, size 813 x 2032mm.	No	15	
<u>40mm Thick TDM semi solid flush door with hardwood face veneer covering on both sides and two concealed hardwood edges.</u>				
28	40mm Door 813 x 2032mm high.	No	15	
29	40mm Double door 1610 x 2023mm high with rebated meeting edges	No	10	
<u>WINDOWS</u>				
<u>Wrought Meranti windows</u>				
30	Window type NE1 579 x 655mm high	No	10	
31	Window type NC1 579 x 925mm high	No	10	
<u>FRAMES ETC</u>				
<u>LININGS, POSTS, ETC</u>				
Carried Forward				R
Bill No. 8 Carpentry & Joinery National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Brought Forward			R
<u>Wrought Meranti</u>			
32	56 x 42mm Rebated and housed linings, plugged	m	30
33	86 x 42mm Rebated frame for 813 x 2023mm high door	No	25
<u>FITTINGS</u>			
<u>General</u>			
The following cupboard fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, decorative plastic finish, glass, ironmongery, metalwork, paint or varnish finishes, etc. Kitchen cupboard units shall consist of white melamine covered A grade supawood carcasses, all doors to be wrap doors with A grade supawood wrapped with a 350 micron Renolit (3D PVC) colour to be Royal Mahogany and pattern to be Bullnose. All hinges, door handles, drawer slides, etc. to be stainless steel. Kitchen cupboard floor units to be installed on adjustable stainless steel legs 150mm above floor finish. Kitchen cupboard wall units to be installed with a decorative coping on top. Worktops to be 32mm formica post formed worktops.			
<u>Kitchen cupboards etc</u>			
34	Wall cupboard 1000 x 350 x 600mm high with top, sides, bottom, division, shelf, back and two doors	No	2
35	Wall cupboard 2500 x 350 x 600mm high with top, sides, bottom, divisions, shelves, back and five doors	No	2
36	Floor cupboard unit 450 x 590 x 2500mm high with top, sides, bottom, divisions, shelves, back and one door.	No	2
Carried Forward			R
Bill No. 8 Carpentry & Joinery National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Tender Number GQET-25/26-023

- BoQ -31-

Item
No

Quantity

Rate

Amount

BILL No. 9**CEILINGS, PARTITIONS AND ACCESS
FLOORING****SUPPLEMENTARY PREAMBLES**

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

Proprietary items or materials

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

Descriptions

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete

CEILINGS, ETC**NAILED UP CEILINGS****Openings**

Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc

**6,4mm Gypsum plasterboard with 9 x 45mm
wrought softwood cover strips over joints**

- 1 Ceilings including 38 x 38mm sawn softwood banding at 450mm centres and cross banding at 450mm centres

m2

200

Carried Forward

R

Bill No. 9

Ceilings, Partitions And Access Flooring

National Department of Public Works and Infrastructure

Gqeberha Regional Office - Facilities Management

Brought Forward			R
2	Extra over ceiling for opening for 650 x 650mm trap door complete with trimmers, frame, cross branders, ceiling board, hinges, etc as described (Provisional)	No	5
	<u>4 mm Thick "Everite - Nutec" fibre cement ceiling with H-profile PVC jointing strips</u>		
3	Ceilings including 38 x 38mm sawn softwood ceiling brander at 600mm centres	m2	200
4	Extra over ceiling for opening for 650 x 650mm trap door complete with trimmers, frame, cross branders, ceiling board, hinges, etc as described (Provisional)	No	5
	<u>6 mm Thick "Everite - Nutec" fibre cement ceiling with H-profile PVC jointing strips</u>		
5	Ceilings including 38 x 38mm sawn softwood ceiling brander at 600mm centres	m2	200
6	Extra over ceiling for opening for 650 x 650mm trap door complete with trimmers, frame, cross branders, ceiling board, hinges, etc as described (Provisional)	No	5
	<u>"Rhino" gypsum plasterboard cornices</u>		
7	75mm Coved cornices	m	100
	<u>SUSPENDED CEILINGS</u>		
	<u>595 x 595 x 4 mm Thick "Everite Nutec Vinyl Thermoclad" ceiling boards with 25 mm polystyrene backing on powdercoated exposed suspended T-system, including main and cross tees, necessary hangers, grids, hold down clips, etc.</u>		
8	Ceilings suspended not exceeding 1 m below timber roof trusses at 760 mm centres	m2	200
9	Pre-painted shadowline cornice plugged	m	50
	<u>INSULATION</u>		
Carried Forward			R
Bill No. 9 Ceilings, Partitions And Access Flooring National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

- BoQ -34-

- BoQ -35-

Brought Forward			R
<u>SKIRTINGS, NOSINGS, ETC</u>			
<u>"Marley Intrad"</u>			
4	MCF 54 Skirting	m	50
5	MAN 3 Strip	m	50
6	MFE 16 Sealing strip	m	50
<u>POLISH, SEALERS, ETC</u>			
7	Prepare, strip with an approved vinyl was stripper, and apply 3 coats heavy duty commercial vinyl floor sealant and mechanically buffa up to high gloss finish.	m2	250
<u>"Genesis"</u>			
8	Brass straight edge trim Code 2228	m	50
Carried to Summary			R
Bill No. 10			
Floor Coverings, Wall Linings, Etc			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

- BoQ -37-

Item No		Quantity	Rate	Amount
	<u>BILL No 12</u>			
	<u>TILING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>Descriptions</u>			
	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 4:1 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 3:1 plaster bedding			
	<u>FLOOR TILES</u>			
	<u>Floor tiles at a PC Amount of R200/m2 fixed with adhesive to plaster and flush pointed with acid resistant jointing compound (plaster elsewhere)</u>			
1	On floors and landings	m2	100	
	<u>Floor tiles at a PC Amount of R500/m2 fixed with adhesive to plaster and flush pointed with acid resistant jointing compound (plaster elsewhere)</u>			
2	On floors and landings	m2	250	
	<u>WALL TILES</u>			
	<u>Wall tiles at a PC Amount of R250/m2 fixed with adhesive to plaster and flush pointed with acid resistant jointing compound (plaster elsewhere)</u>			
3	On walls	m2	200	
	Carried Forward		R	
	Bill No. 12			
	Tiling			
	National Department of Public Works and Infrastructure			
	Gqeberha Regional Office - Facilities Management			

General Maintenance of State Buildings and Complexes

Makhanda Area

Tender Number GQET-25/26-023

	Brought Forward			R	
4	On narrow widths	m2	30		
	<u>"Genesis"</u>				
5	Aluminium edge/corner trim.	m	50		
6	Code EPB 100 straight brass premier trim.	m	50		
7	Code MHB 100 brass movement joint.	m	50		
Carried to Summary				R	
Bill No. 12					
Tiling					
National Department of Public Works and Infrastructure					
Gqeberha Regional Office - Facilities Management					

Item
No

Quantity

Rate

Amount

BILL No. 13**PLUMBING AND DRAINAGE****SUPPLEMENTARY PREAMBLES**

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

Penalty for lack of capacity in septic tanks

A penalty of R 10,000-00 per instance will be applied should a lack of capacity occur at any stage during the 24 month contract period for whatever reason. No excuses will be entertained.

Carting away and disposal of sewerage

Descriptions of carting away of sewerage material shall be deemed to include pumping waste material into trucks directly from the septic tanks on site.

The removed sewerage must be disposed of at a suitable site for waste and waste water as per municipal by laws, which is situated approximately 40km from the site.

Contractors Register

The contractor shall supply a duplicate site register book in which the following information shall be recorded for each and every load: date, time in, time out, drivers name, vehicle registration, drivers signature, SAPS official name, SAPS official signature.

The original page of this register as well as the contractors invoice as to be submitted to the Project Manager at the Department of Works on a monthly basis.

Carried Forward

R

Bill No. 13

Plumbing and Drainage

**National Department of Public Works and Infrastructure
Gqeberha Regional Office - Facilities Management**

Brought Forward <u>Duration of this Contract</u> The duration of this contract is for a period of 24 months. <u>Loads</u> The absolute minimum capacity of the removal vehicle shall be 6000 litres, in order to limit the number of loads and subsequent disruptions for the client. All truck are to be fitted with a gauge / meter showing the volume of sewer in the tank. The contractor will be remunerated per kilo litre removed. The contractor will not be remunerated for volumes less than 1000 litres. Should it be found that the Department is charged for a load that is not full, it will be regarded as fraud which will lead to the immediate cancellation of the contract. <u>Health and Safety</u> The contractor shall comply with all health and safety regulations. <u>"Polycop" polypropylene pipes:</u> Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions All pipe diameters are nominal external	R
Carried Forward Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management	R

Brought Forward <u>uPVC pipes and fittings:</u> Soil, waste and vent pipes and fittings shall be solvent weld jointed <u>uPVC pressure pipes and fittings:</u> 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 <u>Copper pipes:</u> 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 <u>Fixing of pipes</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level		R	
Carried Forward Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management		R	

Brought Forward <u>Reducing fittings</u> 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 <u>Exposed concrete surfaces</u> Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster <u>Excavations</u> 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" <u>Laying, backfilling, bedding, etc. of pipes</u> 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 1200 L : 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	R
Carried Forward Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management	R

Brought Forward			R
<u>Flush pans</u>			
Flush pans shall have straight or side outlets and "P" or "S" traps as necessary			
<u>Stainless steel basins, sinks, wash troughs, urinals, etc.</u>			
Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable			
<u>Waste unions</u>			
Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings			
<u>CLEANING OF EXISTING CONSERVANCY, SEPTIC TANKS AND MANHOLES</u>			
1	Full or overflowing sewer manhole.	No	20
<u>HIGH PRESSURE CLEANING OF EXISTING LINES</u>			
2	Sewer pipes 110mm to 160mm diameter.	m	50
3	Storm water pipes 110mm to 300mm diameter.	m	50
4	Stormwater pipes 300mm to 600mm diameter.	m	50
5	Fullbore outlet and down pipe.	No	25
<u>UNBLOCKING OF EXISTING SEWER LINES</u>			
6	Sewer pipes 110mm diameter.	No	25
7	Sewer pipes 160mm diameter.	No	25
<u>CLEANING OF EXISTING BLOCKED FITTINGS, PIPES AND CHAMBERS</u>			
8	Toilet pan.	No	10
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward				R
9	Gully.	No	10	
10	Grease trap.	No	5	
11	Shower trap, basin trap, sink trap, urinal trap or bath trap	No	25	
12	600 x 600mm Storm water catch pits..	No	5	
13	Storm water channels and v-drains.	m	25	
14	Water tank up to 5000 litres	No	5	
15	Pump water from lift shaft	KI	25	
<u>RAINWATER DISPOSAL</u>				
<u>Fibre-cement gutters and rainwater pipes</u>				
16	80mm Half-round roof gutters	m	25	
17	150 x 150 x 150mm VHV roof gutters	m	25	
18	80mm Diameter rainwater pipes	m	15	
19	Extra over gutter for stopped end	No	10	
20	Extra over gutter for angle	No	10	
21	Extra over gutter for outlet for 80mm pipe	No	10	
22	Extra over rainwater pipe for shoe	No	10	
23	Extra over rainwater pipe for eaves or plinth offset	No	10	
<u>PVC-U gutters and rainwater pipes</u>				
24	100mm Half-round roof gutters	m	25	
25	80mm Diameter rainwater pipes	m	25	
Carried Forward				R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Brought Forward				R
26	Extra over gutter for stopped end	No	10	
27	Extra over gutter for angle	No	10	
28	Extra over gutter for outlet for 80mm pipe	No	10	
29	Extra over rainwater pipe for shoe	No	10	
30	Extra over rainwater pipe for eaves or plinth offset	No	10	
<u>Ogee aluminium pre painted gutters and rainwater pipes</u>				
31	100 x 75mm Roof gutters	m	25	
32	150 x 100mm Roof gutters	m	25	
33	50 x 75mm Diameter rainwater pipes	m	25	
34	75 x 100mm Diameter rainwater pipes	m	10	
35	Extra over gutter for stopped end	No	10	
36	Extra over gutter for angle	No	10	
37	Extra over gutter for outlet for 50 x 75mm pipe	No	10	
38	Extra over gutter for outlet for 75 x 100mm pipe	No	10	
39	Extra over rainwater pipe for shoe	No	10	
40	Extra over rainwater pipe for eaves or plinth offset	No	10	
<u>STORMWATER DRAINAGE</u>				
<u>Class 100D concrete pipes with interlocking joints</u>				
41	450mm Pipes laid in and including trenches not exceeding 1m deep	m	15	
42	450mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	15	
Carried Forward				R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Brought Forward			R
43	600 x 600mm Brick catchpit 500mm deep internally	No	1
44	600 x 600mm Brick catchpit not exceeding 1000mm deep internally	No	1
<u>Cast iron gratings, covers, etc</u>			
45	100mm Cleaning eye cover	No	5
46	150mm Cleaning eye cover.	No	5
47	600 x 600mm Stormwater grating and frame	No	3
48	450 x 600mm Single seal manhole cover and frame	No	3
49	600 x 600mm Double seal manhole cover and frame	No	3
50	600mm Diameter heavy duty road manhole cover and frame	No	3
51	Lifting-key for manhole cover (handed to employer)	No	1
<u>SOIL DRAINAGE</u>			
<u>Heavy duty (Class 34) PVC-U sewer and drain pipes</u>			
52	110mm Pipes vertically or ramped to cleaning eyes etc (no excavation)	m	25
53	110mm Pipes laid in and including trenches not exceeding 1m deep	m	25
54	160mm Pipes laid in and including trenches not exceeding 1m deep	m	25
55	110mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	25
56	160mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	25
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>Extra over uPVC pipes for fittings</u>			
57	110mm Bend	No 10	
58	110mm Junction	No 10	
59	160mm Bend	No 10	
60	160mm Junction	No 10	
<u>uPVC gulleys</u>			
61	160mm Dished gulley not exceeding 500mm deep	No 5	
62	Testing drainage pipe system	Item	
<u>SANITARY FITTINGS</u>			
<u>Stainless Steel</u>			
63	1350mm Sink with end bowl on galvanised steel brackets	No 2	
64	1800mm Sink with two centre bowls on cupboard (cupboard elsewhere)	No 2	
65	Single bowl wash trough on galvanised steel brackets	No 2	
66	1200mm Long curved back urinal with 6 litre automatic high level cistern, flush and sparge pipes and hinged domical grating	No 2	
67	OVE Model, OSPA1 or similar and approved vandal proof WC pan manufactured from 1,2mm grade 304 18/10 stainless steel, fully welded and polished to a no. 4 satin finish, size 500 x 378mm x 435mm high with circular flushing rim and bowl, full flow integrated stainless steel 110mm "P" trap and back entry flush pipe inlet of 38mm, fixed to wall and floor with eleven anchor bolts and with inlet and flush pipes extended to 400mm long for through-wall installation as per 5 Star Specification complete (see drawing no POL 2006/S1)	No 2	
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
68	OVE Model OSB1A/125 or similar and approved vandal proof hand wash basin (drinking fountain) manufactured from 102mm Grade 304 AISI (18/10) stainless steel, fully welded and polished to a no. 4 satin finish, size 340 x 350 x 125mm including a fitted 15mm push-button tap mounted at top with 38mm CP brass waste outlet, built flush into brick wall and secured with steel lugs as per 5 Star Specification complete (see drawing no POL 2006)	No	2
<u>"Vaal"</u>			
69	550 x 450mm White vitreous china wash hand basin including brackets and bolts.	No	2
70	Low level WC suite comprising white vitreous china pan with "DPE A1 De Lux" solid hard double flap plastic toilet seat and 9 litre cistern complete	No	2
71	"DPE A1 De Lux" solid hard double flap plastic toilet seat complete	No	5
72	9 Litre white vitreous china cistern complete fixed to wall including bolts.	No	4
73	Replace existing wc cistern inner flushing mechanism complete	No	10
<u>WASTE UNIONS, ETC</u>			
74	32mm 303 CP waste union with 309 plug and spindle	No	10
75	40mm 316 CP waste union	No	10
<u>TRAPS, ETC</u>			
76	50mm uPVC one way vent valve	No	10
77	38mm Reseal "P" or "S" trap	No	10
78	75mm Chromium plated hinged urinal domical grating	No	10
79	50mm Brass shower trap with chromium plated waste and grating	No	10
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
80	32mm 345 CP bottle trap	No	10
81	40mm Chromium plated bottle trap	No	5
<u>TAPS, VALVES, ETC</u>			
82	15mm Stainless steel sluice/gate valve with teflon seat	No	10
83	22mm Stainless steel sluice/gate valve with teflon seat	No	10
84	28mm Stainless steel sluice/gate valve with teflon seat	No	20
85	20mm Brass hose bib-tap	No	10
86	20mm Brass non-return valve	No	10
87	15mm Chromium plated angle regulating valve and flexible connection pipe	No	10
88	15mm Chromium plated fullway isolating ball valve	No	10
89	15mm Chromium plated undertile stopcock	No	10
90	15mm Chromium plated bib-tap	No	10
91	15mm Chromium plated pillar tap	No	10
92	15mm Chromium plated elbow action pillar tap	No	10
93	15mm Chromium plated basin mixer with angle flow regulating valves	No	5
94	15mm Chromium plated sink mixer	No	5
95	20mm Chromium plated bath mixer	No	5
96	15mm Chromium plated shower mixer with riser pipe, arm and shower head	No	5
97	15mm Chromium plated shower head	No	10
98	15mm Chromium plated overhead shower arm	No	10
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
99	15mm Chromium plated overhead shower arm with ball joint	No	10
100	Pressure control valve with vacuum breaker	No	10
101	20mm Chromium plated flush pipe at urinals	No	5
102	Chromium plated exposed type toilet flush valve for back entry installation, including flush pipe	No	5
103	Cobra Watertech 20mm institutional version concealed WC Junior flushmaster flushwave with copper back entry flushpipe, "Thru-the-wall" vandal resistant guide tube pushbutton assembly with pushrod, rubber pan connector, integral vacuum breaker and "Ball-O-Stop" control inlet	No	5
104	Chromium plated exposed type urinal flush valve including flush pipe	No	5
105	Concealed type urinal flush valve with chromium plated palm press push button and push rod, including flush pipe	No	5
106	32mm Non-return valve	No	10
107	50mm Non-return valve	No	5
108	25mm Metric Reading water meter	No	5
109	15mm 108 RB bibcock with hose union	No	10
<u>SANITARY PLUMBING</u>			
<u>uPVC pipes</u>			
110	50mm Pipes	m	100
111	110mm Pipes	m	100
<u>Extra over uPVC pipes for uPVC fittings</u>			
112	50mm Adaptor	No	20
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

General Maintenance of State Buildings and Complexes

Makhanda Area

Tender Number GQET-25/26-023

Brought Forward				R
113	50mm Bend	No	20	
114	50mm Access bend	No	20	
115	50mm Access junction	No	20	
116	50mm "GI two-way" vent valve	No	20	
117	110mm Bend	No	20	
118	110mm Access bend	No	20	
119	110mm Access junction	No	20	
120	110mm Pan connector	No	20	
121	110mm "GI two-way" vent valve	No	20	
<u>Sundries</u>				
122	Testing waste pipe system		Item	
<u>INTERNAL WATER SUPPLY</u>				
<u>Galvanised medium steel pipes with screwed and socketed joints</u>				
123	15mm Pipe	m	10	
124	20mm Pipe	m	10	
125	25mm Pipe	m	10	
126	32mm Pipe	m	10	
127	40mm Pipe	m	10	
128	50mm Pipe	m	10	
129	65mm Pipe	m	10	
130	80mm Pipe	m	10	
Carried Forward				R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Brought Forward				R
131	100mm Pipe	m	10	
132	150mm Pipe	m	10	
<u>Extra over galvanised medium steel pipes with screwed and socketed joints for steel fittings</u>				
133	15mm Fittings	No	30	
134	20mm Fittings	No	30	
135	25mm Fittings	No	30	
136	32mm Plug	No	5	
137	40mm Plug	No	5	
138	50mm Plug	No	5	
139	65mm Plug	No	5	
140	80mm Plug	No	5	
141	100mm Plug	No	5	
142	150mm Plug	No	5	
143	32mm Bush	No	5	
144	40mm Bush	No	5	
145	50mm Bush	No	5	
146	65mm Bush	No	5	
147	80mm Bush	No	5	
148	100mm Bush	No	5	
149	150mm Bush	No	5	
150	32mm Elbow	No	5	
Carried Forward				R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

General Maintenance of State Buildings and Complexes

Makhanda Area

Tender Number GQET-25/26-023

Brought Forward			R
151	40mm Elbow	No	5
152	50mm Elbow	No	5
153	65mm Elbow	No	5
154	80mm Elbow	No	5
155	100mm Elbow	No	5
156	150mm Elbow	No	5
157	32mm Bend	No	5
158	40mm Bend	No	5
159	50mm Bend	No	5
160	65mm Bend	No	5
161	80mm Bend	No	5
162	100mm Bend	No	5
163	150mm Bend	No	5
164	32mm Tee	No	5
165	40mm Tee	No	5
166	50mm Tee	No	5
167	65mm Tee	No	5
168	80mm Tee	No	5
169	100mm Tee	No	5
170	150mm Tee	No	5
171	32 x 25mm Reducing tee	No	5
172	40 x 32mm Reducing tee	No	5
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward				R
173	50 x 40mm Reducing tee	No	5	
174	65 x 50mm Reducing tee	No	5	
175	80 x 50mm Reducing tee	No	5	
176	100 x 65mm Reducing tee	No	5	
177	150 x 80mm Reducing tee	No	5	
<u>Class 2 copper pipes</u>				
178	15mm Pipes	m	100	
179	22mm Pipes	m	100	
180	28mm Pipes	m	50	
<u>Extra over class 2 copper pipes for "Conex" compression fittings</u>				
181	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	50	
182	22mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	50	
183	28mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	50	
<u>Sundries</u>				
184	Testing internal water reticulation		Item	
<u>WATER SUPPLIES</u>				
185	Excavation in earth not exceeding 1m deep for pipe trenches	m3	25	
186	Excavation in earth exceeding 1m and not exceeding 2m deep for pipe trenches	m3	35	
187	Backfilling to pipe trenches	m3	25	
Carried Forward				R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Brought Forward			R
188	Selected granular filling in bedding under and filling around pipes	m3	15
189	19mm Crushed stone bedding under pipes	m3	10
190	Unreinforced concrete bedding under pipes	m3	2
<u>Class 16 PVC-U pressure pipes with solvent welded joints</u>			
191	32mm Pipes laid in and including trenches not exceeding 1m deep	m	50
192	50mm Pipes laid in and including trenches not exceeding 1m deep	m	50
<u>Extra over Class 16 PVC-U pressure pipes for fittings with solvent welded joints</u>			
193	32mm Bend	No	20
194	50mm Bend	No	20
195	32mm Tee	No	20
196	50mm Tee	No	20
197	32mm Reducing tee	No	20
198	50mm Reducing tee	No	20
<u>Class 16 PVC-U pressure pipes with rubber ring joints</u>			
199	75mm Pipes laid in and including trenches not exceeding 1m deep	m	50
200	110mm Pipes laid in and including trenches not exceeding 1m deep	m	50
201	160mm Pipes laid in and including trenches not exceeding 1m deep	m	50
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward				R
<u>Extra over class 16 PVC-U pressure pipes for uPVC pressure fittings with rubber rings</u>				
202	75mm Bend	No	5	
203	110mm Bend	No	5	
204	160mm Bend	No	5	
205	75mm Tee	No	5	
206	110mm Tee	No	5	
207	160mm Tee	No	5	
208	75mm BSP adaptor	No	5	
209	110mm BSP adaptor	No	5	
210	160mm BSP adaptor	No	5	
<u>Class 10 HDPE type IV pipes</u>				
211	25mm Pipes laid in and including trenches not exceeding 1m deep	m	50	
212	32mm Pipes laid in and including trenches not exceeding 1m deep	m	50	
213	50mm Pipes laid in and including trenches not exceeding 1m deep	m	50	
214	80mm Pipes laid in and including trenches not exceeding 1m deep	m	25	
<u>Extra over Class 10 HDPE type IV pipes for "Plasson Compression" fittings</u>				
215	25mm Fittings	No	50	
216	32 x 25mm Reducer	No	10	
217	50 x 32mm Reducer	No	10	
Carried Forward				R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

General Maintenance of State Buildings and Complexes

Makhanda Area

Tender Number GQET-25/26-023

Brought Forward				R
218	80 x 50mm Reducer	No	5	
219	32mm Bend	No	10	
220	50mm Bend	No	10	
221	80mm Bend	No	5	
222	32mm Tee	No	10	
223	50mm Tee	No	10	
224	80mm Tee	No	5	
225	32mm Reducing Tee	No	10	
226	50mm Reducing Tee	No	10	
227	80mm Reducing Tee	No	5	
228	32mm Threaded adaptor	No	10	
229	50mm Threaded adaptor	No	10	
230	80mm Threaded adaptor	No	5	
<u>Sundries</u>				
231	Unreinforced concrete in thrust blocks in trenches at bends, tees, etc including extra excavation, formwork, etc	m3	2	
232	Cast iron stopcock box including brick chamber below 500mm deep internally	No	5	
233	Cast iron meter or valve box including brick chamber below 500mm deep internally	No	5	
234	600 x 600mm Cast iron heavy duty single seal cover and frame	No	2	
Carried Forward				R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Brought Forward			R
<u>Disinfecting</u>			
235	Disinfecting water pipe and tank system	Item	
<u>WATER SUPPLIES TO FIRE APPLIANCES</u>			
<u>Class 16 uPVC pressure pipes</u>			
236	75mm Pipes laid in and including trenches	m	50
237	110mm Pipes laid in and including trenches	m	50
<u>Extra over uPVC pipes for uPVC solvent welded pressure fittings</u>			
238	75mm End cap	No	5
239	75mm Elbow	No	5
240	110mm End cap	No	5
241	110mm Reducer	No	5
242	110mm Elbow	No	5
243	110mm Tee	No	5
244	110mm Reducing tee	No	5
<u>Sundries</u>			
245	Unreinforced concrete in thrust blocks at bends, tees, etc including necessary extra excavation, formwork, etc	m3	2
246	450 x 450mm Cast iron stopcock box including brick chamber below not exceeding 750mm deep internally	No	2
247	600 x 450mm Cast iron meter box including brick chamber below not exceeding 750mm deep internally	No	2
248	Testing fire water pipe system	Item	
<u>FIRE APPLIANCES, ETC</u>			
Carried Forward			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
"Chubb"			
249	"Everyway" hose reel complete with 30m plastic hose, chromium plated stopcock, shut-off nozzle and wall bracket	No	2
250	4,5 kg DCP fire extinguisher including backboard, plugged and screwed	No	2
251	9 kg DCP fire extinguisher including backboard, plugged and screwed	No	2
252	100mm Diameter 2500 kPa pressure gauge syphon and stopcock including tapped hole in steel pipe	No	2
253	80 x 65mm Brass hydrant booster connection with cap and chain	No	2
254	80 x 65mm Brass right angle hydrant valve with cap and chain	No	2
Carried to Summary			R
Bill No. 13 Plumbing and Drainage National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Item
No

Quantity

Rate

Amount

BILL No. 14**ELECTRICAL WORK****SUPPLEMENTARY PREAMBLES**

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001

The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications

Proprietary items or materials

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

ELECTRICAL INSTALLATION**Schedule of information**

Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.

Labelling & Colour Coding

The cost of labelling and colour coding must be included within the prices of the respective equipment.

Carried Forward

R

Bill No. 14

Electrical Work

**National Department of Public Works and Infrastructure
Gqeberha Regional Office - Facilities Management**

Brought Forward <u>Fixing of conduits</u> The fixing of conduits shall be as follows a) Build in conduits in wall chases with cement mortar and clamps b) Fix conduits on wall surfaces and in roof spaces with approved saddles c) Cast conduit in concrete surface beds or slabs d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles <u>Chasing</u> All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting <u>Laying of electric cables</u> Excavate 600mm below finished ground level Encase the installed cable in river sand or sifted sand Mark the cable route with approved concrete cable markers <u>SLEEVES</u> Carried Forward Bill No. 14 Electrical Work National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management	R R
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Brought Forward			R
<u>Unplasticised polyvinyl chloride (UPVC) sleeve piping including short lengths and jointing, laid in trench (trench and backfilling measured elsewhere)</u>			
1	75mm Diameter pipes	m	50
<u>Distribution boards complete with sheetmetal trays, frames, subframes, busbars, provision for future circuit breakers, labeling and legend cards</u>			
2	18 Way lockable distribution board	No	5
3	10-20A Single pole mccb's	No	20
4	20-30A Single pole mccb's	No	20
5	63A Double pole earth leakage units	No	10
6	Class II triple pole surge arrestors	No	5
<u>LIGHTING AND SMALL POWER</u>			
<u>Rigid PVC conduits</u>			
7	25mm Diameter	m	100
<u>CONDUIT BOXES AND FITTINGS</u>			
8	Deep round conduit box for 25mm diameter conduits	No	50
9	100 x 50 x 50mm Deep box	No	30
10	100 x 100 x 50mm Deep box	No	30
11	Blank cover plate for oversized round conduit box	No	30
<u>uPVC trunking with cover fixed to brickwork</u>			
12	50x50mm "EGA-DUCT" trunking	m	100
<u>CONDUCTORS</u>			
Carried Forward			R
Bill No. 14 Electrical Work National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward				R
<u>PVC insulated stranded copper conductors drawn into wireways</u>				
13	1,5mm ²	m	250	
14	2,5mm ²	m	250	
15	4mm ²	m	250	
<u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u>				
<u>Switches, etc complete with cover plates fixed in flush boxes</u>				
16	16A One-lever one-way switch	No	30	
17	16A Three-pin switched socket outlet with two-pin switched socket	No	30	
<u>LUMINAIRES AND EQUIPMENT</u>				
<u>Luminaires or equipment complete with lamps, connections, etc mounted in position</u>				
18	Industrial tamper proof LED luminair by Lascon TP-48W-LED product code J23763	No	20	
<u>TESTING AND COMMISSIONING</u>				
19	Allow for testing, balancing and commissioning the complete electrical installation		Item	
Carried to Summary				R
Bill No. 14 Electrical Work National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management				

Item
No

Unit

Quantity

Rate

Amount

BILL No. 15**GLAZING****SUPPLEMENTARY PREAMBLES**

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

Float glass

The term "float glass" is used for monolithic annealed glass

Laminated glass

Laminated glass to have polyvinyl butyral (PVB) interlayer(s)

GLAZING TO STEEL WITH PUTTY**4mm Clear float glass**

1	Panes not exceeding 0,1m ²	m2	10	
2	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	20	
3	Panes exceeding 0,5m ² and not exceeding 2m ²	m2	10	

4mm Obscure glass

4	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	10	
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6mm Normal strength (NS) clear laminated safety glass

5	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	5	
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Carried Forward

R

Bill No. 15

Glazing

National Department of Public Works and Infrastructure
Gqeberha Regional Office - Facilities Management

Brought Forward			R
6	Panes exceeding 0,5m ² and not exceeding 2m ²	m2	10
<u>GLAZING TO ALUMINIUM WITH CLIP-ON BEADS (BEADS ELSEWHERE)</u>			
<u>4mm Clear float glass</u>			
7	Panes not exceeding 0,1m ²	m2	10
8	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	20
9	Panes exceeding 0,5m ² and not exceeding 2m ²	m2	10
<u>4mm Obscure glass</u>			
10	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	10
<u>6mm Normal strength (NS) clear laminated safety glass</u>			
11	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	5
12	Panes exceeding 0,5m ² and not exceeding 2m ²	m2	10
<u>GLAZING TO WOOD WITH PUTTY</u>			
<u>4mm Clear float glass</u>			
13	Panes not exceeding 0,1m ²	m2	10
14	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	20
15	Panes exceeding 0,5m ² and not exceeding 2m ²	m2	10
<u>4mm Obscure glass</u>			
16	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	5
<u>GLAZING TO WOOD WITH PINNED-ON BEADS (BEADS ELSEWHERE)</u>			
Carried Forward			R
Bill No. 15 Glazing National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>4mm Clear float glass</u>			
17	Panes not exceeding 0,1m ²	m2	10
18	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m2	20
19	Panes exceeding 0,5m ² and not exceeding 2m ²	m2	10
<u>GLASS LOUVRE BLADES</u>			
<u>4mm Clear float glass louvre blades with polished edges</u>			
20	Louvre blades 90mm wide x 800mm long	No	30
<u>TOPS, SHELVES, DOORS, MIRRORS, ETC</u>			
<u>5mm Silvered float glass copper backed mirrors with polished edges, fixed with double sided adhesive tape and silicone</u>			
21	Mirror 450 x 600mm high	No	10
Carried to Summary			R
Bill No. 15			
Glazing			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

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Brought Forward	R
<u>User note</u> <i>In the event of the colour scheme for the project not being available when required for the preparation of quantities, it is recommended that either all paintwork be described as being in the "White" colour group or that ceilings be described as being in the "White" colour group and the balance being in the "Pastel" colour group and that provision be made for other colour groups by way of "extra over" items marked "Provisional" as provided for in the measuring system (See measurement rule No. 5 under item 2: Colours). The following items are examples of such "extra over" items:</i> <i>"Extra over for paintwork on components (ceilings?) in the "White" colour group for paintwork in the "Pastel" colour group (Provisional)</i> m²" <i>"Extra over for paintwork on components in the "Pastel" colour group for paintwork in the "Deep" colour group (Provisional)</i> m²" Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards	
<u>Proprietary items or materials</u> Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works <u>SABS Specifications</u> Matt or eggshell decorative paint for interior works : SABS 515 High gloss enamel paint : SABS 630 Grade I Oil gloss enamel paint : SABS 631	
Carried Forward	R
Bill No. 16 Paintwork National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management	

Brought Forward			R
Primers for wood for external work : SABS 678 Type I			
Primers for wood for internal work : SABS 678 Type III			
Zink chromate primers for steel : SABS 679 Type I			
Undercoats for paints (except emulsion paint) : SABS 681 Type I			
Aluminium paint : SABS 682 Grade II			
Roof paints : SABS 683 Type B			
Structural steel paint : SABS 684 Type B			
Wash primer (metal etch) : SABS 723			
Varnish for interior use : SABS 887 Type I			
Emulsion paints : SABS 1586			
<u>PAINTWORK, ETC TO NEW WORK</u>			
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>			
<u>Prepare stop and apply, one undercoat and two coats "Velvaglo" interior quality polyurethane paint:</u>			
1	On walls.	m2	100
2	Ceilings and beams ("White" colour group)	m2	100
<u>ON EXTERNAL FLOATED PLASTER SURFACES</u>			
<u>Prepare and apply one coat bonding liquid and two coats "Wall & All" exterior quality emulsion paint:</u>			
3	On walls.	m2	100
4	Ceilings and beams ("White" colour group)	m2	100
<u>ON BAGGED BRICKWORK OR CONCRETE SURFACES</u>			
Carried Forward			R
Bill No. 16			
Paintwork			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>			
5	Walls	m2	100
6	Ceilings and beams ("White" colour group)	m2	100
<u>ON PLASTERBOARD SURFACES</u>			
<u>One coat "Plascon Professional Plaster Primer (PP700)" and two coats "Plascon Super Acrylic Matt (PEM900)" paint</u>			
7	Partitions	m2	100
8	Ceilings and cornices ("White" colour group)	m2	100
<u>ON FIBRE-CEMENT BOARD SURFACES</u>			
<u>One coat "Plascon Professional Plaster Primer (PP700)" and two coats "Plascon Super Acrylic Matt (PEM900)" paint</u>			
9	Ceilings and cornices, including priming metal cover strips and nailheads ("White" colour group)	m2	100
10	Fascias and barge boards, including priming metal jointing strips	m2	100
<u>ON METAL SURFACES</u>			
<u>One coat galvanised iron cleaner (GIC1), one coat professional galvanised iron primer (PP1000) and two coats "Plascon Velvagio Polyurethane Velvet Enamel VLO" on :-</u>			
11	Doors	m2	100
12	Door frames	m2	50
13	Windows	m2	100
14	Windows with burglar bars	m2	100
Carried Forward			R
Bill No. 16 Paintwork National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
15	Columns and beams	m2	50
16	Gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m2	100
17	Rails, bars, pipes, etc not exceeding 300mm girth	m	50
18	Eaves gutters not exceeding 300mm girth	m	100
19	Rainwater downpipes not exceeding 300mm girth	m	100
<u>ON WOOD SURFACES</u>			
<u>One coat "Spick & Span Oil Based Wood Primer (UC2)" under coat and two coats "Plascon Velvagro Polyurethane Velvet Enamel (VLO)" paint</u>			
20	On doors	m2	100
21	Windows, sash doors and fanlights	m2	100
22	Door frames etc	m2	50
23	Roof timbers at eaves and verges	m2	100
24	Skirtings, rails, etc not exceeding 300mm girth	m	100
<u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u>			
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>			
<u>Prepare stop and apply, one undercoat and two coats "Velvagro" interior quality polyurethane paint:</u>			
25	On walls.	m2	100
26	Ceilings and beams ("White" colour group)	m2	100
<u>ON EXTERNAL FLOATED PLASTER SURFACES</u>			
Carried Forward			R
Bill No. 16 Paintwork National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>Prepare and apply one coat bonding liquid and two coats "Wall & All" exterior quality emulsion paint:</u>			
27	On walls.	m2	100
28	Ceilings and beams ("White" colour group)	m2	100
<u>ON BAGGED BRICKWORK OR CONCRETE SURFACES</u>			
<u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>			
29	Walls	m2	100
30	Ceilings and beams ("White" colour group)	m2	100
<u>ON PLASTERBOARD SURFACES</u>			
<u>One coat "Plascon Professional Plaster Primer (PP700)" and two coats "Plascon Super Acrylic Matt (PEM900)" paint</u>			
31	Partitions	m2	100
32	Ceilings and cornices ("White" colour group)	m2	100
<u>ON FIBRE-CEMENT BOARD SURFACES</u>			
<u>One coat "Plascon Professional Plaster Primer (PP700)" and two coats "Plascon Super Acrylic Matt (PEM900)" paint</u>			
33	Ceilings and cornices, including priming metal cover strips and nailheads ("White" colour group)	m2	100
34	Fascias and barge boards, including priming metal jointing strips	m2	100
<u>ON METAL SURFACES</u>			
Carried Forward			R
Bill No. 16 Paintwork National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>One coat galvanised iron cleaner (GIC1), one coat professional galvanised iron primer (PP1000) and two coats "Plascon Velvaglo Polyurethane Velvet Enamel VLO" on :-</u>			
35	Doors	m2	100
36	Door frames	m2	50
37	Windows	m2	100
38	Windows with burglar bars	m2	100
39	Columns and beams	m2	100
40	Gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m2	100
41	Rails, bars, pipes, etc not exceeding 300mm girth	m	100
42	Eaves gutters not exceeding 300mm girth	m	100
43	Rainwater downpipes not exceeding 300mm girth	m	100
<u>ON WOOD SURFACES</u>			
<u>One coat "Spick & Span Oil Based Wood Primer (UC2)" under coat and two coats "Plascon Velvaglo Polyurethane Velvet Enamel (VLO)" paint</u>			
44	On doors	m2	100
45	Windows, sash doors and fanlights	m2	100
46	Door frames etc	m2	50
47	Roof timbers at eaves and verges	m2	100
48	Skirtings, rails, etc not exceeding 300mm girth	m	120
Carried to Summary			R
Bill No. 16 Paintwork National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

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Brought Forward			R
<u>Compaction of surfaces</u>			
4	Compaction of ground surface under road base layers, etc. including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m2	100
<u>Primer</u>			
5	MC30 primer over ground or filling at a spread rate of 0.7 litre per square metre	m2	100
<u>Prescribed density tests on filling</u>			
6	Maximum dry density and optimum moisture content test in accordance with method A7 of TMH 1	No	15
<u>25mm Thick continuous grade, 80/100 penetration bituminous premix road surfacing</u>			
7	Paving to parking areas, roadways, etc	m2	100
<u>25MPa/19mm Concrete</u>			
8	Stormwater V-drains in panels between construction joints etc	m3	5
<u>Finishing top surfaces of concrete with a coarse hard grass broom</u>			
9	V-drains, surface beds, etc to falls	m2	50
<u>Expansion joints with 10 softboard between vertical concrete surfaces</u>			
10	10mm Joints not exceeding 300mm high	m	50
<u>Saw cut joints</u>			
11	6 x 38mm Saw cut joints in top of concrete	m	50
Carried Forward			R
Bill No. 17 External Works National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>Vertical joggle construction joints through concrete including thick cement slurry to one face</u>			
12	Paving not exceeding 300mm thick	m	50
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>			
13	6 x 25mm In saw cut in floors	m	50
14	12 x 10mm In expansion joints in floors or walls including raking out expansion joint filler as necessary	m	50
<u>Precast concrete finished smooth on exposed surfaces including bedding, jointing and pointing</u>			
15	Kerb (SABS 927 fig.6) with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint	m	50
16	Kerb (SABS 927 fig. 6) circular on plan exceeding 2m radius with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint.	m	25
17	Kerb (SABS 927 fig. 6) circular on plan not exceeding 2m radius with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint.	m	25
18	Kerb (SABS 927 fig.8) with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint	m	25
19	Kerb (SABS 927 fig. 8) circular on plan exceeding 2m radius with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint.	m	25
<u>FENCING</u>			
Carried Forward			R
Bill No. 17 External Works National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
<u>Security fencing, gates, etc including two coats aluminium paint on metal stays, framing, etc</u>			
20	1.2m High galvanised diamond mesh fence with three 4mm straining wires	m	50
21	1.8m High galvanised diamond mesh fence with four 4mm straining wires	m	50
22	1.2m High plastic coated diamond mesh fence with three 4mm straining wires	m	50
23	1.8m High plastic coated diamond mesh fence with four 4mm straining wires	m	50
24	1.2m High galvanised weld mesh fence with 25 x 50mm openings and 3.15mm thick wire with and including three 4mm thick galvanised straining wires.	m	50
25	1.8m High galvanised weld mesh fence with 25 x 50mm openings and 3.15mm thick wire with and including four 4mm thick galvanised straining wires.	m	50
26	4mm Galvanised straining wire.	m	300
27	4mm Plastic coated straining wire.	m	200
28	50mm Diameter horizontal stay 1.8m long with each end bolted to posts	No	10
29	50mm Diameter inclined stay 1.80m long with one end bolted to post and other end with sole plate in and including concrete base	No	10
30	50mm Diameter inclined stay 2.4m long with one end bolted to post and other end with sole plate in and including concrete base	No	10
31	50mm Diameter intermediate post 1.8m high vertically with cap and other end with sole plate in and including concrete base	No	10
Carried Forward			R
Bill No. 17 External Works National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
32	50mm Diameter intermediate post 2.4m high vertically with cap and other end with sole plate in and including concrete base	No	10
33	100mm Diameter corner post 1.80m high vertical with cap and other end with sole plate in and including concrete base	No	10
34	100mm Diameter corner post 2.40m high vertical with cap and other end with sole plate in and including concrete base	No	10
35	Galvanised single gate 900 x 1200m high vertically covered with galvanised wire mesh fixed to framing and cross brace including sliding lock and padlock	No	3
36	Galvanised double gate 3000 x 1200m high vertically covered with galvanised wire mesh fixed to framing and cross brace including sliding lock and padlock	No	3
37	Galvanised single gate 900 x 1800m high vertically covered with galvanised wire mesh fixed to framing and cross brace including sliding lock and padlock	No	3
38	Galvanised double gate 3000 x 1800m high vertically covered with galvanised wire mesh fixed to framing and cross brace including sliding lock and padlock	No	3
<u>Galvanised steel security fencing</u>			
39	Continuous razor wire security roll to top of fence flat wrapped in 600mm diameter rings fixed together and to straining wire at 300mm centres	m	50
<u>Sundries</u>			
40	Take down and remove 600mm flat wrap razor wire.	m	50
41	Take down and remove 1.2m high fence from posts to remain.	m	50
42	Take down and remove 1.2m high fence including posts, etc.	m	50
Carried Forward			R
Bill No. 17 External Works National Department of Public Works and Infrastructure Gqeberha Regional Office - Facilities Management			

Brought Forward			R
43	Take down and remove 1.8m high fence from posts to remain.	m	50
44	Take down and remove 1.8m high fence including posts, etc.	m	50
<u>Hisecure Clearvu Fencing</u>			
45	Remove damaged Clearvu fencing panel 3,0m wide x 2.40m high and install new panel.	No	10
<u>Precast concrete fencing</u>			
46	Precast concrete panel fencing 2m high above ground level with exposed faces of all components finished smooth and with one side of infill panels with "big brick" design comprising 150 x 150mm posts 2,5m long having tapered recesses on two sides and reinforced with 12mm diameter mild steel continuous bars, founded in and including 450 x 450 x 450mm unreinforced concrete bases as 1,59m centres and with precast concrete caps cemented on top of each post and with 38 x 1525 x 305mm infill panels reinforced with type 395 high tensile steel fabric reinforcement including grouting panels in cement mortar.	m	25
47	1525 x 305 x 38mm Thick reinforced concrete infill panels	No	25
48	1,80m Long 150 x 150mm reinforced concrete posts with two tapered recesses, including 450 x 450 x 450mm concrete base.	No	10
49	2,50m Long 150 x 150mm reinforced concrete posts with two tapered recesses, including 450 x 450 x 450mm concrete base.	No	10
<u>Sundries</u>			
50	Take down and remove 1.2m high pre-cast concrete panel fence.	m	50
51	Take down and remove 1.8m high pre-cast concrete panel fence.	m	50
Carried to Summary			R
Bill No. 17			
External Works			
National Department of Public Works and Infrastructure			
Gqeberha Regional Office - Facilities Management			

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DRPW – 04 (EC) CONTRACT DATA

DPW-04 (EC): CONTRACT DATA - PART 1: DATA PROVIDED BY THE EMPLOYER

JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS
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Tender / Quotation no:	GQET-25/26-023	WCS no:		Reference no:	1261
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	The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)). Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.
	CONTRACT VARIABLES THE SCHEDULE The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement. Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].

A PROJECT INFORMATION

A 1.0 Works [1.1]

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

Tender / Quotation no: GQET-25/26-023 Error! Reference source not found.

A 2.0 Site [1.1]

Erf / stand number	
Site address	
Township / Suburb	
City / Town	
Province	
Local authority	
GPS Coordinates	

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Luvuyo.Mtiya@dpw.gov.za	Telephone	041 408 2105
Postal address	The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001		
Physical address	The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001		



A 3.2

Employer's representative:

Name	Luvuyo Mtiya	Telephone number	041 408 2105
E-mail	Luvuyo.Mtiya@dpw.gov.za	Mobile number	072 573 8951
Postal address	The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: GQET-25/26-023

A 4.0	Principal Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 5.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 6.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: GQET-25/26-023

A 7.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 8.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		



A 9.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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A 10.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 11.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		



A 12.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): Contract Data: Part 1: Data provided by the employer (JBCC® Principal Building Agreement, Edition 6.2 May 2018)	1 to 29
DPW-04 (EC): Contract Data: Part 2: Data provided by the contractor (JBCC® Principal Building Agreement, Edition 6.2 May 2018)	1 to 4
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	



Addenda as issued during tender stage, if applicable	As

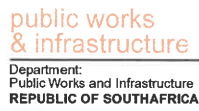
B 5.0 Employer's agents [6.0]

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

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B 6.0 Insurances [10.0]

Insurances by contractor NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.			
	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R PQS to determine value	Select
	Other insurances [10.1.5]		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R PQS to determine value	Select



B 7.0 Obligations of the employer [12.1]

GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS

B 8.0 Appointment of Nominated Subcontractors [14.0]

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

B 9.0 Appointment of Selected Subcontractors [15.0]

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

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B 10.0 Appointment of Direct Contractors [16.0]

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

B 11.0 Works to be completed in sections [20.1]

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



Section 5	
Section 6	
Remainder of the works.	

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

B12.1 Contract Period

Contract period [B18: 1.2]: Period in months as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows:	Period
Period to submit contractual obligatory documents including submission of a project specific detailed construction programme to the Principal Agent and a project specific Health and Safety Plan to the Health & Safety Agent, including approval of health and safety plan by the appointed Health & Safety Agent.	Months

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Period to obtain approval of Construction Programme from the Principal Agent and to obtain Construction Permit from Department of Labour.	Months
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1].	Months
Period to achieve Works Completion Refer B18.0 [19.8].	Months
Defect liability period up to and including Final Completion.	Select Months
Total Contract Period [B18: 1.2]	Months

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

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Select Months
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works in portions are applicable Months
Period for inspection in working days by the principal agent [19.3]	Working Days



Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R
Penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R
Penalty amount per calendar day for late Final Completion [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R

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

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

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The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works as a whole is applicable
Penalty for late Practical Completion, if completion in sections is required , excluding VAT	
The penalty amount per day for failing to complete section 1 of the Works is:	R
The penalty amount per day for failing to complete section 2 of the Works is:	R
The penalty amount per day for failing to complete section 3 of the Works is:	R
The penalty amount per day for failing to complete section 4 of the Works is:	R
The penalty amount per day for failing to complete section 5 of the Works is:	R
The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete Select , excluding VAT	



Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete **Select** , excluding VAT

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

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

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B 14.0 Defects liability period [21.0]

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

Select	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Lifts
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.7	Civil works



14.8	Landscaping including automated systems (irrigation)
14.9	
14.10	

B 15.0 Payment [25.0]

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

B 16.0 Dispute resolution [30.0]

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

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B 17.0 JBCC® General Preliminaries - selections

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



	By employer	Select
Communication facilities - specific requirements [P8.4]		Select
Protection of the works - specific requirements [P11.1]		Select
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Select
Disturbance - specific requirements [P11.5]		Select
Environmental disturbance - specific requirements [P11.6]		Select

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION
[Details of changes made to the provisions of JBCC standard documentation]

1.2	Definitions The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be. ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site. AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties. CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion. CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion. COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule. DEFAULT INTEREST: No clause.
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GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. 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 the employer's representative as named in the **contract data for organs of state and other public sector bodies**.



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CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

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



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



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



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



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



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



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



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



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



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



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



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



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

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B 19.0 Contract Participation Goal Targets and cidb B.U.I.L.D. programme

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Select
(g)	Labour Intensive Works – Condition of Contract.	Select
(h)		Select
(i)		Select



DPW-04 (EC): CONTRACT DATA - PART 2

DATA PROVIDED BY THE CONTRACTOR JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	GRAHAMSTOWN: MAINTENANCE OF GENERAL BUILDING WORKS IN STATE OWNED BUILDING FOR A PERIOD OF 36 MONTHS
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Tender / Quotation no:	GQET-25/26-023	WCS no:		Reference no:	1261
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	The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)). Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.
	CONTRACT VARIABLES THE SCHEDULE The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement. Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].

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C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

Form of Guarantee for construction

Contractor's selection:

Select option from Table C1 below and insert Option A, B, C, D or E

→

Table C 1

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

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

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

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C 2.0 Payment method of preliminaries [25.0]

Contractor's selection:

Select option from Table C2 below and insert option A or B →

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

Table C 2

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection:

Select option from Table C3 below and insert option A or B →

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

Provision of particulars

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

Table C3

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

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Adjustment methods:

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

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

