

T2.1.7: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF CONCRETE BOUNDARY WALL AND INSTALLATION OF NEW GATE: MAKHAZA POLICE STATION: WESTERN CAPE PROVINCE		
Tender no:	19/1/9/1/TB150TB(22)		

1. The undersigned **confirm that the following communications received** from the South African Police Service 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.			
Initials and Surname		Signature	Position
			Date

Name of Tenderer: _____

OR

2. The undersigned **confirm that no communications** were received from the South African Police Services before the submission of this tender offer, amending the tender documents.

Initials and Surname	Signature	Position	Date

Name of Tenderer: _____

**APPOINTMENT OF A CONTRACTOR FOR THE
CONSTRUCTION OF CONCRETE BOUNDARY WALL
AND INSTALLATION OF NEW GATE: MAKHAZA
POLICE STATION: WESTERN CAPE PROVINCE**

BID19/1/9/1/150TB(22)

**PART C:
CONTRACT**

**Part C1:
Agreements and contract data:**

C 1.1: FORM OF OFFER AND ACCEPTANCE

Tender* no: 19/1/9/1/150TB(22)

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF CONCRETE BOUNDARY WALL AND INSTALLATION OF NEW GATE: MAKHAZA POLICE STATION: WESTERN CAPE PROVINCE**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words):	
Rand in figures:	R

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

SIGNED FOR THE TENDERER:

Signature	Capacity	Name and surname of representative	Date
Name and address of Tenderer:			

WITNESSED BY:

Signature	Name and surname of witness	Date

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ACCEPTANCE

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

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
 Part 2 Pricing data
 Part 3 Scope of work.
 Part 4 Occupational Health and Safety, site information, drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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, on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

SIGNED FOR THE EMPLOYER:

Signature	Capacity	Name and surname of representative	Date

Name of Organisation:	South African Police Service
Address of Organisation:	Supply Chain Management Private Bag X254 Pretoria 117 Cresswell Road Silverton

WITNESSED BY:

Signature	Name and surname of witness	Date

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Tender no: 19/1/9/1/150TB(22)

Schedule of Deviations

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

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

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

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C1.2: CONTRACT DATA: JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title	CONSTRUCTION OF BOUNDARY WALL IN MAKHAZA POLICE STATION: WESTERN CAPE PROVINCE
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Tender no:

	The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee. 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.
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	CONTRACT VARIABLES THE SCHEDULE The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. 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. Key cross reference clauses are italicised in [] brackets
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42.0	Part 1: Contract Data completed by the Employer:
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	Employer: Government of the Republic of South Africa in its South African Police Service Postal address: Private Bag X254 Pretoria 0001 Tel: 012 841 7000 Fax: 012 841 7495 Physical address: Supply Chain Management 117 Cresswell Rd Silverton 0127
[1.2]	

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Tender no:

42.1.2 [1.1, 5.1]	Principal Agent: SAPS: WARRANT OFFICER S SIBIYA Postal address: Private Bag x254 PRETORIA 0001 Tel: 012 845 8767 Fax:
[1.1]	Representative of the Employer: SAPS: COLONEL M BALISO Postal address: Private Bag X254 Pretoria 0001 Tel: 012 349 6078 Fax:
42.1.3 [1.1, 5.2]	Agent (1) SAPS: WARRANT OFFICER S SIBIYA Agent's service: Architectural Services Postal address: Private Bag x254 PRETORIA 0001 Tel: 012 845 8767 Fax:
42.1.4 [1.1, 5.2]	Agent (2) SAPS: COLONEL XJ M'KHOMAZI Agent's service: Quantity Surveying Services Postal address: Private Bag x254 PRETORIA 0001 Tel: 012 349 6067 Fax:
42.1.5 [1.1, 5.2]	Agent (3) SAPS: COLONEL NG SITHOLE Agent's service: Civil Engineering Services Postal address: Private Bag x254 PRETORIA 0001 Tel: 012 349 6029 Fax:



Tender no:

42.1.6 [1.1, 5.2]	Agent (4) SAPS: COLONEL NG SITHOLE Agent's service: Structural Engineering Services Postal address: Private Bag x254 PRETORIA 0001 Tel: 012 349 6029 Fax:
42.1.7 [1.1, 5.2]	Agent (5) Agent's service: Mechanical Engineering Services Postal address: Tel: Fax:
42.1.8 [1.1, 5.2]	Agent (6) SAPS: COLONEL SWJ GROBBELAAR Agent's service: Electrical Engineering Services Postal address: Private Bag x254 PRETORIA 0001 Tel: 012 845 8954 Fax:
42.1.9 [1.1, 5.2]	Agent (7) Agent's service: Constructio Health and Safety Services Postal address: Tel: Fax:

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document – Scope of Work.
42.2.2 [1.1]	Site description: Refer to document – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :



C1.2: Contract Data: JBCC 2000 Principal Building Agreement
(Edition 4.1 of March 2005)

Tender no:

[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be 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)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes ☐ No ☒
[31.4.2 #]	3) Payment will be made for materials and goods Yes ☐ No ☒
[40.2.2.#]	4) Dispute resolution by litigation Yes ☒ No ☐
[26.1.2 #]	5) Extended defects liability period applicable to the following elements: Mechanical and Electrical Works (12 months Defects Liability Period)
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site: One (1) working day.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be Five (5) Months from the commencement date and the penalty per calendar day shall be as per the Appendix A attached herein upon award.
42.2.8 [24.3.1] [28.1]	For the works in sections: The date for practical completion from the commencement date and the penalty per calendar day: Section 1: N/A Penalty: Section 2: N/A Penalty: Section 3: N/A Penalty: Section 4: N/A Penalty: Section 5: N/A Penalty: Section 6: N/A Penalty:
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa



Tender no:

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the contractor ☒ To the minimum value of the contract sum plus 20% With a deductible not exceeding 10% of each and every claim Or ☐ For the minimum sum of R With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor ☐ For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or ☐ For the sum of R With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R N/A With a deductible of R
42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: ☒ Standard System of Measuring Building Work (seventh edition as amended) Or ☐ Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or ☐ Other(<i>Specify</i>)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: Yes



C1.2: Contract Data: JBCC 2000 Principal Building Agreement
(Edition 4.1 of March 2005)

42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes ☒ No ☐ Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto: 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 Alternative Indices: Not Applicable
42.4.7 [3.10]	Details of changes made to the provisions of JBCC standard documentation Clause 1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the acquisition process or in contract execution FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a acquisition process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition 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) PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule

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C1.2: Contract Data: JBCC 2000 Principal Building Agreement
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SECURITY – means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

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

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents

10.5 Add the following as 10.5

Damage to the works

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

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable



- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (5) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 **Damage to the works**

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

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

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

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable 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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar**



	days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so 10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole 14.0 Replace the entire clause 14.0 with the following: 14.0 SECURITY 14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) 14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor 14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected. 14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected: 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor 14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor 14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor
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Tender no:

- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the works the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:



C1.2: Contract Data: JBCC 2000 Principal Building Agreement
(Edition 4.1 of March 2005)

- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.2 The **security** selected in terms of 14.0
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**
- 15.2.1 Under 41: Amend to read as follows:
- "Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"
- 20.1.3 No clause
- 21.0 No clause
- 26.1.2 Add # next to 26.1.2
- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 or 31.8
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In



C1.2: Contract Data: JBCC 2000 Principal Building Agreement
(Edition 4.1 of March 2005)

	such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate .
31.8(B)	Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(B).1	Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion
31.8(B).2	Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
31.8(B).3	Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
31.8(B).4	One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except were the amount certified is in favour of the employer . In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate
31.12	Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."
32.5.1 32.5.4 and 32.5.7	Add the following to the end of each of these clauses: "...due to no fault of the contractor "
34.1	Remove #
34.2	Add # next to 34.2
34.8	The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate
34.13	Replace "seven (7) calendar days " with "twenty one (21) calendar days " and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"
36.1	Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:
36.1.3	refuses or neglects to comply strictly with any of the conditions of contract
36.1.4	estate being sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
36.1.5	in the judgment of the employer , has engaged in corrupt or fraudulent practices in competing for or in executing the contract
36.3	Remove reference to "No clause", and replace " principal agent " with " employer "
36.7 37.5 and 38.7	Add the following: "Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor ; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
37.3.5 and 38.5.4	Replace "ninety (90)" with "one hundred and twenty (120)"



	39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report" 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years" 40.6 under clause 41 – Remove reference to no clause 40.7.1 Change "(10)" to "(15)" Add the following to the end thereof: Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.
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42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	Contractor: Postal address: _____ _____ _____ Tel: _____ Fax: _____ TAX / VAT Registration No: _____ Physical address: _____ _____ _____ _____
42.5.2	The accepted contract sum inclusive of tax is R _____ Amount in words: _____
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A ☒ Alternative B ☐
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A ☒ Alternative B ☐



Tender no:

42.5.7 [14]	The security to be provided by the contractor: (a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1 (b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following: (1) cash deposit of 10 % of the contract sum (excluding VAT) Yes ☐ No ☒ (2) variable construction guarantee of 10 % of the contract sum (excluding VAT) Yes ☒ No ☐ (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☒ No ☐ (4) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☒ (5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☒ NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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.
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: From: _____ to _____
42.6 42.6.1	DOCUMENTS Contract documents marked and annexed hereto: Priced bills of quantities: Yes ☐ No ☐ Document marked as: _____ Lump sum document: : Yes ☐ No ☐ Document marked as: _____ Guarantees: Yes ☐ No ☐ Document marked as: _____ Contract drawings: Yes ☐ No ☐ Document marked as: _____ Other documents: Yes ☐ No ☐ (Attach additional pages if more space is required) _____ _____ _____ _____ _____ _____



Tender no:

APPENDIX A

CALCULATION OF PENALTY

The following calculation of **penalty** will be based on the tendered amount of the awarded **contractor** and it shall be carried forward to item 42.2.7 of this **contract data** for **works** to be completed as a whole and item 42.2.8 for **works** to be completed in **sections**.

CONSTRUCTION PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0 – R 500	nearest R 5
R 501 – R 1 000	nearest R 10
R 1 001 – R 5 000	nearest R 50
R 5 001 and above	nearest R 100

EXAMPLE

Contract sum = R2 500 000 (excluding VAT)
Construction period = 12 months

$$R2\ 500\ 000 \times \frac{0.0275}{100}$$

= R687.50/Calendar day

Therefore rounded off to the nearest R10.00 = R690.00/Calendar day

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***APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF
CONCRETE BOUNDARY WALL AND INSTALLATION OF NEW GATE:
MAKHAZA POLICE STATION: WESTERN CAPE PROVINCE***

BID: 19/1/9/1/150TB (22)

PART C:

CONTRACT

Part C.2

Pricing data:

MAKHAZA POLICE STATION BOUNDARY WALL

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION No 1 PRELIMINARIES AND GENERAL				
	BILL No 1				
	MEANING OF TERMS "BID / BIDDER"				
	Any reference to the words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder".				
	PRICING OF PRELIMINARIES				
	Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.				
	SECTION A:				
	DEFINITIONS				
A1.0	DEFINITIONS AND INTERPRETATION				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	OBJECTIVE AND PREPARATION				
A2.0	OFFER, ACCEPTANCE AND PERFORMANCE OBLIGATION				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A3.0	DOCUMENTS				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A4.0	DESIGN RESPONSIBILITY				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A5.0	EMPLOYER'S AGENTS				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A6.0	CONTRACTOR'S SITE REPRESENTATIVE				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A7.0	COMPLIANCE WITH LAWS AND REGULATIONS				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A8.0	WORKS RISK				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A9.0	INDEMNITIES				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A10.0	GENERAL INSURANCES				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
A11.0	SPECIAL INSURANCES				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	There is a high theft rate in the area and on site. The contractor to ensure all their materials and equipment are adequately insured)				
	Sub Total				

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	Sub Total Carried Forward				
A12.0	EFFECTING INSURANCES Fixed % ____ Value related % ____ Time related % ____	Item	1		
A13.0	ASSIGNMENT Fixed % ____ Value related % ____ Time related % ____	Item	1		
A14.0	SECURITY Fixed % ____ Value related % ____ Time related % ____ There is a high theft rate in the area and on site. The contractor to ensure all their materials and equipment are adequately secured) EXECUTION	Item	1		
A15.0	PREPARATION FOR AND EXECUTION OF THE WORKS Fixed % ____ Value related % ____ Time related % ____	Item	1		
A16.0	SITE AND ACCESS Fixed % ____ Value related % ____ Time related % ____	Item	1		
A17.0	CONTRACT INSTRUCTIONS Fixed % ____ Value related % ____ Time related % ____	Item	1		
A18.0	SETTING OUT OF THE WORKS Fixed % ____ Value related % ____ Time related % ____	Item	1		
A19.0	TEMPORARY WORKS AND PLANT Fixed % ____ Value related % ____ Time related % ____	Item	1		
A20.0	NOMINATED SUBCONTRACTORS Fixed % ____ Value related % ____ Time related % ____	N/A	0		
A21.0	SELECTED SUBCONTRACTORS Fixed % ____ Value related % ____ Time related % ____	N/A	0		
A22.0	EMPLOYER'S DIRECT CONTRACTORS Fixed % ____ Value related % ____ Time related % ____	N/A	0		
A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS Fixed % ____ Value related % ____ Time related % ____ COMPLETION	Item	1		
A24.0	PRACTICAL COMPLETION Fixed % ____ Value related % ____ Time related % ____	Item	1		
A25.0	WORKS COMPLETION Fixed % ____ Value related % ____ Time related % ____	Item	1		
A26.0	FINAL COMPLETION Fixed % ____ Value related % ____ Time related % ____	Item	1		
A27.0	LATENT DEFECTS LIABILITY PERIOD Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Sub Total				

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	Sub Total Carried Forward				
A28.0	SECTIONAL COMPLETION Fixed % ____ Value related % ____ Time related % ____	Item	1		
A29.0	REVISION OF DATE FOR PRACTICAL COMPLETION Fixed % ____ Value related % ____ Time related % ____	Item	1		
A30.0	PENALTY FOR LATE OR NON-COMPLETION Fixed % ____ Value related % ____ Time related % ____	Item	1		
	PAYMENT				
A31.0	INTERIM PAYMENT Fixed % ____ Value related % ____ Time related % ____	Item	1		
A32.0	ADJUSTMENT TO THE CONTRACT VALUE Fixed % ____ Value related % ____ Time related % ____	Item	1		
A33.0	RECOVERY OF EXPENSE AND LOSS Fixed % ____ Value related % ____ Time related % ____	Item	1		
A34.0	FINAL ACCOUNT AND FINAL PAYMENT Fixed % ____ Value related % ____ Time related % ____	Item	1		
A35.0	PAYMENT TO OTHER PARTIES Fixed % ____ Value related % ____ Time related % ____	Item	1		
	TERMINATION				
A36.0	TERMINATION BY EMPLOYER – CONTRACTOR'S DEFAULT Fixed % ____ Value related % ____ Time related % ____	Item	1		
A37.0	TERMINATION BY EMPLOYER – LOSS AND DAMAGE Fixed % ____ Value related % ____ Time related % ____	Item	1		
A38.0	TERMINATION BY CONTRACTOR – EMPLOYER'S DEFAULT Fixed % ____ Value related % ____ Time related % ____	Item	1		
A39.0	TERMINATION – CESSATION OF THE WORKS Fixed % ____ Value related % ____ Time related % ____	Item	1		
	DISPUTE				
A40.0	SETTLEMENT OF DISPUTE Fixed % ____ Value related % ____ Time related % ____	Item	1		
	CONTRACT AGREEMENT				
A41.0	POST BID PROVISIONS Clause 41.0 The required post Bid information shall be inserted in the post Bid provisions after consultation with the contractor. Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Sub Total				

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	Sub Total Carried Forward				
A42.0	CONTRACTUAL AGREEMENT Clause 42.0 The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties. Fixed % ____ Value related % ____ Time related % ____	Item	1		
A43.0	EARTHING AND BONDING Earthing and bonding of the electrical installation Fixed % ____ Value related % ____ Time related % ____ CONTRACT VARIABLES SECTION B: PART 1: Contracting and other parties Fixed % ____ Value related % ____ Time related % ____ Contract and site information	Item	1		
B1.2	Law applicable to contract Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.3	Works identification Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.4	Site information Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.5	Possession of site Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.6	Period before taking possession of the site Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.7	Completion of work in sections Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.8	Waiver of contractors lien Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.9	Defined restriction to the site area Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.10	Geotechnical information Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.11	Existing premises occupied Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.12	Provision of temporary services Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.13	Site Establishment and site office provision Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Sub Total				

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	Sub Total Carried Forward				
	Insurance and securities				
B1.14	Contract works insurance				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.15	Supplementary/Special insurance				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.16	Public liability insurance				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.17	Support insurance				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.18	Special insurance				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Practical Completion dates and penalties				
B1.19	Completion and penalties for the works as a whole				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.20	Completion and penalties for the works in sections				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Documents and General				
B1.21	Free construction document copies				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.22	Priced document used as a specification of material and goods				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.23	Contractor's schedule of rates				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.24	Changes made to the Contract document				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.25	Delivery of priced document				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.26	Work to be undertaken by Direct Contractors				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.27	Handing over manuals				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.28	Interim payment certificate's				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B1.29	Mark-up of drawings for as-built purposes				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Sub Total				

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	Sub Total Carried Forward				
	SECTION B: PART 2:				
	Contracting party				
B2.1	Contracting Party				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Securities				
B2.2	Security				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Payment and adjustment of Preliminaries				
B2.3	Payment of Preliminaries				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B2.4	Adjustment of Preliminaries				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
B2.5	CPAP Indices				
	Fixed % ____ Value related % ____ Time related % ____	N/A	0		
	Employers changes to the Contract Documents				
B2.6	Acceptance of Employers changes				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	The Bid				
B2.7	Costs associated with preparing and submitting Bid				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	SECTION C: SPECIFIC PRELIMINARIES				
	<u>(Section C contains Specific Preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item)</u>				
	Contract documents				
C1	The drawings issued with these Bid documents do not comprise the complete set but serves as a guide only for Bidding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed.				
	Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent.				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	General Preambles				
C2	The Document Preambles will be the "ASAS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.				
	Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Sub Total				

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	Sub Total Carried Forward				
C3	Trade Names Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of Bids. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been Bided for. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C4	Imported Material and Equipment Where imported items are listed in the Bid documents, the Bidder shall provide all the information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to Schedule of Imported Materials and Equipment) Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provision (CPAP) if applicable. Fixed % ____ Value related % ____ Time related % ____	N/A	0		
C5	Existing premises occupied Refer to Scope of works Part C3 of this Bid Document for information on the occupation of existing buildings. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C6	Inaccurate and defective work executed under a previous contract The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work. Should any inaccurate or defective work be found, the contractor shall immediately notify the SAPS Representative in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C7	Viewing the Site in security areas The site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Biding purposes. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C8	Commencement of Works in security areas If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account. Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Sub Total				

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	Sub Total Carried Forward				
C9	Entrance permits to security areas If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C10	Security provision during the execution of the works The contractor shall be responsible and make provision in the priced BOQ for the provision of security on site for the full duration of the project, site hand-over till final completion. The security will consist of 4 armed guards during the evening (6pm to 6am), 4 guards during the day (6am to 6 pm), 2 armed guards and 2 unarmed guards. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C11	Projects works Insurance The contractor shall be responsible for insurance of the project from the date of the site hand-over till final completion. The insurance shall include, but not limited to, theft of material, natural disasters and damage to material or installed infrastructure due to riots. The contractor shall be responsible to replace the stolen or damaged materials within 30 Calendar days from the date of the incident reported. Fixed % ____ Value related % ____ Time related % ____	Item	1		
	COMMUNITY LIAISON OFFICER (CLO) UTILISATION OF A COMMUNITY LIAISON OFFICER The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.				
	Sub Total				

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	Sub Total Carried Forward				
	Key Responsibilities of the CLO are envisaged to include and not necessary be limited to: 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications 8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto. 9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time. 10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time. Tenderers are to price twice the rate of skilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: SAPS. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C13.4	Provision of PPE Provision and maintenance of sanitisers fixed in position, and replenish on a daily basis as required for the duration of the construction period. All employees must be provided with facial masks all in accordance with the Covid Specification. Fixed % ____ Value related % ____ Time related % ____	Item	1		
C13.5	Consolidated Covid-19 Directive on Health and Safety measures in workplaces - In terms of regulation 4(10) of the national disaster regulations Provision for pricing of the above-mentioned directive and the annexed guidelines and all amendments is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced here and no additional claims in this regard shall be entertained Fixed % ____ Value related % ____ Time related % ____	Item	1		
	Sub Total				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 2 PROVISIONAL BILLS OF QUANTITIES CONCRETE WALL <u>Note: The design of this wall and the foundations must be certified by the relevant Manufacturer or Civil and Structural Engineer to be provided by the contractor and accepted by the SAPS Project Manager</u> EARTHWORKS (PROVISIONAL) PREAMBLES For preambles see "Model Preambles for Trades (2008 Edition" SUPPLEMENTARY PREAMBLES <u>Classification of excavated material</u> Hard rock shall mean granite, quartzite sandstone or other rock of similar hardness, the removal of which requires drilling, wedging and splitting or the use of explosives Soft rock shall mean hard material, the removal of which warrants the use of pneumatic tools and includes hard shale, ferricite, compact outcrop and material of similar hardness Earth shall mean all ground other than that classified as rock rock or soft rock and shall include made-up ground and any loose stones or pieces of concrete not exceeding 0,03m³ in volume <u>Applicable standards</u> All earthworks to be carried out in accordance with SANS 2001 - Construction Works Part BE1: Earthworks (general) as well as SANS 10400-F: Site operations and SANS 10400-G: Excavations <u>Filling material (General)</u> It will be, at all times, required from the contractor to apply and execute quality control on all filling material used excavations, etc. are to be submitted to and approved by the principal agent prior the re-use thereof as "filling" All filling obtained from a commercial source should comply to minimum G5 standard Should any material be found unsuitable and the use thereof be disapproved, such material shall be disposed and approved material must be sourced and imported from an approved commercial source <u>Filling in general shall be compacted to the prescribed percentage Mod AASHTO density</u> <u>Filling in sub-layers, under floors, etc.</u> All filling in layers under surface beds, in sub-layers, to form earth mattresses, backfilling, etc. shall be done with materials specified and according to methods prescribed by the SANS 120ME Sub-base Specification in layers of 150mm thickness The aforementioned specification was drawn up to cover activities normally encountered on civil engineering work, which is equally applicable on the filling details and requirements prescribed for this project. The said specification, although not issued with, shall be regarded to form part of these Bill of Quantities. The contractor shall obtain a copy of the said specification from the South African National Standards authority and be kept on site at all times				
	SUB-TOTAL CARRIED FORWARD				R -

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	<u>CBR and indicator tests</u> The contractor is to note that all necessary tests (i.e. CBR and indicator tests, etc) are to be conducted for all filling material, whether obtained from the excavations or to be imported from an approved commercial source Results of these tests are to be submitted to and approved by the principal agent prior commencement of any placement thereof and/or filling done therewith <u>Density tests</u> Density tests for monitoring filling shall be done at the minimum prescribed frequencies per each 150mm thick layer of filling placed It will be required from the contractor to execute density tests for monitoring filling at the minimum frequencies per each filling layer placed: Filling under surface beds, aprons, channels, etc.: 1 Test per 125m2 plan area per each 150mm thick layer <u>Carting away excessive and/or unsuitable excavated material</u> Descriptions for "carting away excessive or unsuitable excavated material from site" shall be deemed to including loading, hauling and off-loading of excessive or unsuitable excavated material to a suitable and approved dumping site, which has to be located by the contractor, off the premises The location of the intended dumping site will be subjected to the prior written approval of the principal agent The contractor shall also be liable to, upon completion, rehabilitate all those areas of the dumping site used dumping/spilling by grading the area to follow the adjacent ground contours and afterwards compacted to 80% Mod AASHTO density, all to the full satisfaction of the principal agent Tendered rates make provision of the above-mentioned as no additional claims in this regard will afterwards be entertained <u>Soil poisoning and insecticide</u> All soil poisoning and insecticide to be applied under a five year guarantee by an approved firm of Specialists. Soil insecticide shall comply with SANS Specification 1165. Work shall be carried out in accordance with the application of soil insecticides for the protection of buildings - SANS Code of Practice 0124 Casting of concrete floors to start within 24 hours after the application of soil poisoning <i>Pest control applications must provide:</i> 1. Proof of pesticides and insecticides (data sheets) 2. Toxicants must be registered with the Department of Agriculture 3. Proof that they are qualified to perform the work 4. Five year guarantee certificate <u>Measurement and payment</u> Measurement and payment clauses as described in the above-mentioned specification, Standardized Specification for Civil Engineering Construction, shall not apply to the work as set out in this Bill <u>Subterranean water</u> No information regarding subterranean water is available. The tenderer must acquaint himself of the presence and depth of subterranean water and allow therefore in his prices				
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	DEMOLITIONS AND REMOVAL OF EXISTING STRUCTURES					
	REMOVAL OF EXISTING WORK					
		m	261		R	-
1	Breaking up and removing precast concrete wall 2,4m high made from paving plain slabs and vibracrete corner posts	m	114		R	-
2	500mm Razor Wire Flat Wrap fence, 2400mm High attached to steel poles					
	<u>Removal of existing illegal connections</u>	m	124		R	-
3	Dig up and safely remove existing illegal connection, wiring, cabling etc.					
	SITE CLEARANCE ETC					
	<u>Site Clearance</u>	m2	11 118		R	-
4	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding girth, bush, etc					
	RESTRICTED EXCAVATION					
	Excavate for restricted foundations, footings and trenches in all material for backfill or embankment or dispose not exceeding 2m deep					
5	Holes	m3	195		R	-
6	Trenches	m3	180		R	-
	<u>Extra over bulk excavations in earth for excavation in</u>					
7	Soft rock	m3	19		R	-
8	Hard rock	m3	9		R	-
9	Hand excavation in soft material around known services	m3	10		R	-
	<u>Extra over all excavations for carting away</u>					
10	Surplus material from excavations and/or stock piles from site to a dumping site to be located by the contractor	m3	1 140		R	-
	<u>Risk of collapse of excavations</u>					
11	Sides of trench and hole excavations exceeding 1,5m deep	m2	2 650		R	-
	<u>Keeping excavations free of water</u>					
12	Keeping excavations free of all water other than subterranean water	Item	1		R	-
	BULK EXCAVATION, FILLING, etc (PROVISIONAL)					
a)	UNPAVED AREA					
13	Strip 150mm topsoil and spoil	m3	1 213		R	-
14	Remove 150mm after stripping to spoil	m3	1 213		R	-
15	Compaction of 150mm In-situ material to 93% MOD AASHTO	m2	8 088		R	-
	<u>Extra over bulk excavations in earth for excavation in</u>					
16	Soft rock	m3	121		R	-
	SUB-TOTAL CARRIED FORWARD				R	-

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17	Hard rock	m3	61		R	-
	<u>Extra over all excavations for carting away</u>					
18	Surplus material from excavations and/or stock piles from site to a dumping site to be located by the contractor	m3	1 213		R	-
	<u>Keeping excavations free of water</u>					
19	Keeping excavations free of all water other than subterranean water	Item	1		R	-
	<u>Earth filling supplied by contractor under building platforms, paving areas, etc</u>					
	<u>G7 subbase filling supplied by contractor compacted in 150mm layer to 95% Mod AASHTO density</u>					
20	Under floors, steps, paving	m3	1 213		R	-
21	150mm in-situ material to 93% MOD AASHTO at OMC	m3	1 213		R	-
	<u>Filling to bases, trenches, etc.</u>					
	<u>Earth filling obtained from the excavations and/ prescribed stock piles on site compacted to 95% Mod AASHTO density</u>					
22	Backfilling to trenches, holes, etc	m3	325		R	-
	b) <u>PAVING AREA</u>					
23	Strip 150mm topsoil and spoil	m3	321		R	-
24	Remove 300mm after stripping to spoil	m3	642		R	-
25	Compaction of 150mm in-situ material to 93% MOD AASHTO	m2	2 141		R	-
	<u>Extra over bulk excavations in earth for excavation in</u>					
26	Soft rock	m3	48		R	-
27	Hard rock	m3	24		R	-
28	Surplus material from excavations and/or stock piles from site to a dumping site to be located by the contractor	m3	642		R	-
	<u>Extra over all excavations for carting away</u>					
29	Surplus material from excavations and/or stock piles from site to a dumping site to be located by the contractor	m3	642		R	-
	<u>Keeping excavations free of water</u>					
30	Keeping excavations free of all water other than subterranean water	Item	1		R	-
	<u>Earth filling supplied by contractor under building platforms, paving areas, etc</u>					
	<u>G7 subbase filling supplied by contractor compacted in 2 x 150mm layers to 95% Mod AASHTO density</u>					
31	Under floors, steps, paving	m3	642		R	-
32	150mm in-situ material to 93% MOD AASHTO at OMC	m3	321		R	-
	SUB-TOTAL CARRIED FORWARD				R	-

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