



VOLUME 3 OF 3

THE CONTRACT

TENDER NO RFP082/2022

APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)



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Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

Document reference	Title	Page No.
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THE CONTRACT

- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : SCOPE OF WORK**
- C4 : SITE INFORMATION**

PART C1: AGREEMENT AND CONTRACT DATA

JBCC Principal Building Agreement (Edition 4.1 Code 2101 of March 2005) issued by the Joint Building Contracts Committee Inc. (including amendments).

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	4
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	5
C1.2.2	Contract Specific Data	12
C1.3	Performance Guarantee	5
	Total number of pages	27

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **RFP082/2022– APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)**

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 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 IS:

Rand
.....(in words);

R (in figures).

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.

Signature

Name

Capacity

For the tenderer

Name of Tenderer

Address of Tenderer)

Name of witness

Signature of witness Date

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 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.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

The Tenderer shall deliver the security in terms of Clause 14 of the JBCC 2005 within the period stated in the contract Data or the Letter of Acceptance, whichever date is the earliest, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature


Name

Capacity

**for the
Employer** **Development Bank of Southern Africa Limited**
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province

Name of witness

Signature of witness Date

 <p>DEVELOPMENT BANK OF SOUTHERN AFRICA Building Africa's Prosperity</p>	<p>VOLUME 3 OF 3</p> <p>JBCC</p> <p>CONTRACT</p>	<p>Tender No. RFP082/2022</p> <p>APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)</p>
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Schedule of Deviations

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender. A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

5 Subject


Details

.....

.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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.

	<p>VOLUME 3 OF 3</p> <p>JBCC</p> <p>CONTRACT</p>	<p>Tender No. RFP082/2022</p> <p>APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)</p>
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For the Tenderer:

Signature(s)
Name(s)
Capacity


Name of Tenderer
Address of Tenderer
.....
Name of witness
Signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity


Name of Employer: Development Bank of Southern Africa Limited
Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness
Signature of witness Date

	<p>VOLUME 3 OF 3</p> <p>JBCC</p> <p>CONTRACT</p>	<p>Tender No. RFP082/2022</p> <p>APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)</p>
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C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	5
C1.2.2	Contract Specific Data	12
C1.3	Performance Guarantee	5
	Total number of pages	23

	<p style="text-align: center;">VOLUME 3 OF 3 JBCC CONTRACT</p>	<p>Tender No. RFP082/2022</p> <p>APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)</p>
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C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 41 of the **JBCC PRINCIPAL BUILDING AGREEMENT, EDITION 4.1 CODE 2101 MARCH 2005** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

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

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the Conditions of Contract of JBCC 2005 to the extent specified below, and shall take precedence and shall govern in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC Edition 4.1, Code 2101, March 2005 ("JBCC2005"), are replaced with the Forms included in this Tender Document.

2. AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT

SCC 1.1 Definitions and Interpretation

SCC 1.5 The following new paragraphs are added after clause 1.5.6:

1.5.7 References to any party to this **agreement** include its successors or permitted assigns;

1.5.8 References to the **contractor** include the obligations of its personnel;

1.5.9 References to "month" shall be to a calendar month;

1.5.10 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;

1.5.11 References containing terms such as "best endeavours" when used in connection with an obligation of either party, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a reasonable and prudent owner or provider of design and construction services in comparable circumstances would do.

1.5.12 If a definition imposes substantive rights and obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

1.5.13 Where any word is defined within the context of any particular clause in this agreement, that word, unless it is clear from the clause in question that that word has limited application only to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that word has not been defined in clause 1.1;

1.5.14 Words defined in this agreement shall bear the same meanings in any annexes or schedules to this agreement unless the annexes or schedules contain their own definitions of such words;

1.5.15 Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;

1.5.16 Words and abbreviations that have well known technical or trade meanings are used in the agreement in accordance with such recognized meanings;

1.5.17 The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "*including*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;

1.5.18 The rule of construction that the agreement shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of this agreement shall not apply."

SCC 1.10 Add the following new Clause:

“SCC 1.10 The copyright in all **contract documents, contract drawings** and records (irrespective of who prepared any of the aforesaid) related in any manner to the **works** shall vest in the **employer** and the **contractor** shall not furnish any information in connection with the **works** to any person or organization without the prior written approval of the **employer** to this effect other than subcontractors appointed for purposes of this **agreement**.”

SCC 1.11 Add the following new Clause:

Any provision in this **agreement** that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of this **agreement** in such jurisdiction, without invalidating the remaining provisions of this **agreement** in such jurisdiction or affecting it in any other jurisdiction

SCC 3.5 Delete sub-clause 3.5 **SCC 3.7 Replace the second sentence starting in line 2 with the following:**

“The **contractor** shall keep a copy of all drawings, schedules, **priced bills of quantities/lump sum document, contract instructions**, minutes of site and other meetings, health and safety files as specified in the scope of work, risk register, claims and variation order register, labour records and subcontractors contracts on the **site** to which the **employer, principal agent** and **agents** shall have access at all times. The **employer** has the right to call for such further information from the **contractor** it deems necessary in the event it carries out any investigation or audit into potential fraud, corruption, fronting, health and safety incidents or verifying information the **contractor** has to supply to the **employer** in terms of this agreement. The Contractor shall ensure a similar right for the Employer with its subcontractors.

SCC 3.10 In sub-clause 3.10 in the first line replace “**principal agent**” with “**employer**”

SCC 4 Clauses 4.1, 4.2 and 4.3 are deleted and replaced or amended as follows:

“4.1 The **contractor** shall be responsible for the design of the **works**, including for any temporary works. The **contractor** shall be responsible for the primary coordination of design elements. All designs must be submitted to the Principal Agent and Employer for approval prior to construction of the works.

4.2 The **contractor** shall be responsible for any design of **works** undertaken by any subcontractor, including **nominated** or **selected subcontractor**.

4.3 in second line delete the word “**selected**”

SCC 7 COMPLIANCE WITH LAWS AND REGULATIONS

Add the following:

“7.3 The Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract. All obligations in respect of health and safety requirements of the Contractor are set out in the Scope of Work”

7.3.1 Contractor’s liability as mandatory

“Notwithstanding any actions which the **employer** may take, the **contractor** accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the

Construction Regulations, 2014, for which the **contractor** is liable as mandatory. By entering into this **agreement** it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and will enter into the mandatory agreement as set out in the Scope of Work. This clause will be sufficient to establish the mandatory obligations of the **contractor** in the event the parties fail to execute the aforesaid mandatory agreement."

SCC 14

Amend sub-clause 14.1

Retain sub-clause 14.1 but amend to read: "The **employer** shall have the right to choose the **security** to be provided in terms of 14.3 or 14.4 as stated in the **schedule**. The **contractor** shall provide the **security** required or chosen by the **employer** in the **schedule** substantially in the format prescribed in the tender documents that the **contractor** submitted a tender offer. The required **security** shall be provided in the time period prescribed by the **employer** in the conditional letter of acceptance of the **contractor's** tender offer.

Amend sub-clause 14.3

Retain clause 14.3 but in the last line of sub-clause 14.3.1 replace "twelve point five (12.5%)" with "ten (10%)".

Amend sub-clause 14.4

Retain clause 14.4 but in the last line of sub-clause 14.4.1 replace "seven point five (7.5%)" with "ten (10%)".

Retain sub-clauses 14.5; 14.6 and 14.8 as is.

Amend sub-clause 14.7

Retain sub-clause 14.7 but in sub-clause 14.7.1 in the second and third line amend "two point five (2.5%)" to read "five (5%)".

Add sub-clause 14.9

"A payment reduction of five (5%) of the value of each **payment certificate** up to a maximum of five (5%) of the **contract sum** will be applied until **practical completion**. At **practical completion** the amount withheld will be reduced to two point five (2.5%), which amount will reduce to nil (0%) when the **final account** is issued.

SCC 15.1.1

Amend sub-clause 15.1

In sub-clause 15.1 replace "**principal agent**" with "**employer**"

SCC 19

Delete clause 19 in its entirety and replace it with the following:

19.1 The **contractor** does not cede, delegate or assign any of its rights or obligations to any person.

19.2 Notwithstanding the above, the **employer** may, on written notice to the **contractor**, cede and delegate, handover, its rights and obligations under this contract to a Related Party or a Client of the employer. On cession the Client becomes the **employer** and takes full responsibility. For the purpose hereof the above clause:

19.2.1 a "Related Party" means any entity that directly or indirectly, through one or more intermediaries,

controls or is controlled by, or is under common control with the employer and includes any other "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the Employer carries out the works or acts as an implementing agent, ("control" means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity's equity and "controlled" or "under common control" shall have a similar meaning); and

Client means the owner, funder and or sponsor of the project and or programme managed in terms of the MOA between the Client and DBSA

SCC 21 Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

"The **contractor** and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work."

SCC 23 Amend clause 23

Add sub-clause 23.3

"The **contractor** may not subcontract the whole of the work without the written instruction or approval of the **employer**. In such event the **employer** may require the **contractor** to cede the contract to the subcontractor."

Add sub-clause 23.4

"The subcontractors appointed by the **contractor** to comply with the developmental and transformation requirements from the **employer** in terms of applicable legislation, including but not limited to the Preferential Procurement Policy Framework Act, 5 of 2000, and regulation thereto, will be domestic subcontractors for purposes of this **agreement**, and sub-clauses 23.1 and 23.2 will apply accordingly.

Add new clause 23.5

The **contractor** shall submit the **agreement** for each subcontract to the Principal Agent and may redact all commercially sensitive information.

Add new clause 23.6

Contractors failure to pay Subcontractors

If the **contractor** fails to make payment of any amount due and payable to a subcontractor ("the **Subcontractor debt**") and the Principal Agent considers that the subcontractor debt has an adverse impact(s) on the progress of the works or the obligations of the **contractor** under the **agreement**, the Principal Agent may request evidence of payment to the subcontractor. In the absence of such evidence, the **employer** may (at its own discretion) pay the subcontractor debt directly to the subcontractor concerned. Such payment is, for all purposes under the **agreement**, regarded as a payment made on behalf of the **contractor** and at the request of and with the approval and consent of the **contractor**, as a payment towards the contract sum. As such, payment to the contractor shall be less the payment to the subcontractor.

All adverse effects as a result of or arising from the subcontractor debt does not entitle the **contractor** to any cost or time.

SCC 30.1 Replace reference to "36.3" at end of sentence with "36.0"

SCC 31.9 Sub-clause 31.9 is hereby amended by the substitution of the words "seven (7) **calendar days**" the first line by the words "thirty (30) **calendar days**"

SCC 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

SCC 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

SCC 40.0 Retention of clause 40 in respect of dispute settlement in its original form not applying the state clause amendments.

SCC 41.0 Clause 41 State Substitutions is amended as set out below with reference to sub-clause 41.1 or the original clause number stated therein.

In sub-clause 41.1.3: delete the definition for **CONSTRUCTION PERIOD**;

clause 39.2 to be amended as follows:


delete the third sentence and replace with the following:

"The **employer** shall pay the **contractor** all amounts due in terms of the contract for work completed at the date of termination or cancellation in terms of this clause 39.2, including retention money after deducting any amounts due to the **employer**. The **employer** will also return any guarantees still valid to the **contractor** after such cancellation."

Clauses 39.2.1 to 39.2.3 no clause

SCC 41.0 Add sub- clause 41.1.4

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 stated date 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.

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C1.2.2 CONTRACT SPECIFIC DATA

Part One - Data provided by the *Employer*

42.1.1 The Employer is the **Development Bank of Southern Africa Limited**

The address of the Employer is:

Address (physical): **1258 Lever Road, Headway Hill, Midrand, 1685**

Address (postal): **P.O. Box 1234, Halfway House, Midrand, 1685**

Telephone: **(011) 313 3911**

Facsimile: **(011) 313 3086**

42.1.2 The Principal Agent: *(Only to be inserted at contracting)*

Telephone: *(Only to be inserted at contracting)*

Facsimile: *(Only to be inserted at contracting)*

Electronic mail: *(Only to be inserted at contracting)*

Address (physical): *(Only to be inserted at contracting)*

Address (postal): *(Only to be inserted at contracting)*

42.2.1 The Works to be carried out by the Contractor under this Contract comprise mainly the following:

Block	Project Description	Scope
1	Admin Block	<ul style="list-style-type: none"> • Construction of reinforced strip footings, ground slabs, structural masonry walls and prefabricated timber roofing to Engineer's specifications. • Construction of all new brickwork & selected face brick. • New smooth and textured plaster and paint internally and externally • New steel windows. • New selected roof sheeting brandering on timber purlins and trusses. • New ridge capping. • New suspended ceiling. • New hardwood timber frames and doors and ironmongery. • New selected vinyl tiles to floors. • New selected porcelain floor tiles & wall tiles to all male & female toilets. • Electricity supply and distribution as per Engineer's specifications. • Construction of stormwater management system and construction of V Drains and walkways as per Engineer's specifications. • Construction of sewer pipelines and potable water pipeline to Engineer's specifications. • Firefighting equipment, wet works and escape designs by Engineer. • Plumbing - complete vent pipes, toilet pans and seats, hand wash basins, taps, urinals, and paraplegic facilities • New desks, furniture and equipment.

2	CL2 + HOD + F.ABL Block	<ul style="list-style-type: none"> • Construction of reinforced strip footings, ground slabs, structural masonry walls and prefabricated timber roofing to Engineer's specifications. • Construction of all new brickwork & selected face brick. • New smooth and textured plaster and paint internally and externally • New steel windows. • New selected roof sheeting brandering on timber purlins and trusses. • New ridge capping. • New suspended ceiling. • New hardwood timber frames and doors and ironmongery. • New selected vinyl tiles to floors. • New selected porcelain floor tiles & wall tiles to all female toilets. • Electricity supply and distribution as per Engineer's specifications. • Construction of stormwater management system and construction of V Drains and walkways as per Engineer's specifications. • Construction of sewer pipelines and potable water pipeline to Engineer's specifications. • Firefighting equipment, wet works and escape designs by Engineer. • Plumbing - complete vent pipes, toilet pans and seats, hand wash basins, taps and paraplegic facilities • New desks, furniture and equipment.
3	2 Classroom Block	<ul style="list-style-type: none"> • Construction of reinforced strip footings, ground slabs, structural masonry walls and prefabricated timber roofing to Engineer's specifications. • Construction of all new brickwork & selected face brick.

		<ul style="list-style-type: none"> • New smooth and textured plaster and paint internally and externally • New steel windows. • New selected roof sheeting brander on timber purlins and trusses. • New ridge capping. • New suspended ceiling. • New hardwood timber frames and doors and ironmongery. • New selected vinyl tiles to floors. • Electricity supply and distribution as per Engineer's specifications. • Construction of stormwater management system and construction of V Drains and walkways as per Engineer's specifications. • Firefighting equipment and escape designs by Engineer. • New desks, furniture and equipment.
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4	CL2 + HOD + ABL Block	<ul style="list-style-type: none"> • Construction of reinforced strip footings, ground slabs, structural masonry walls and prefabricated timber roofing to Engineer's specifications. • Construction of all new brickwork & selected face brick. • New smooth and textured plaster and paint internally and externally • New steel windows. • New selected roof sheeting brandering on timber purlins and trusses. • New ridge capping. • New suspended ceiling. • New hardwood timber frames and doors and ironmongery. • New selected vinyl tiles to floors. • New selected porcelain floor tiles & wall tiles to all male and female toilets. • Electricity supply and distribution as per Engineer's specifications. • Construction of stormwater management system and construction of V Drains and walkways as per Engineer's specifications. • Construction of sewer pipelines and potable water pipeline to Engineer's specifications. • Firefighting equipment, wet works and escape designs by Engineer. • Plumbing - complete vent pipes, toilet pans and seats, hand wash basins, taps, urinals and paraplegic facilities • New desks, furniture and equipment.
5	CL2 + HOD + M.ABL Block	<ul style="list-style-type: none"> • Construction of reinforced strip footings, ground slabs, structural masonry walls and prefabricated timber roofing to Engineer's specifications. • Construction of all new brickwork & selected face brick.

		<ul style="list-style-type: none"> • New smooth and textured plaster and paint internally and externally • New steel windows. • New selected roof sheeting brander on timber purlins and trusses. • New ridge capping. • New suspended ceiling. • New hardwood timber frames and doors and ironmongery. • New selected vinyl tiles to floors. • New selected porcelain floor tiles & wall tiles to all male toilets. • Electricity supply and distribution as per Engineer's specifications. • Construction of stormwater management system and construction of V Drains and walkways as per Engineer's specifications. • Construction of sewer pipelines and potable water pipeline to Engineer's specifications. • Firefighting equipment, wet works and escape designs by Engineer. • Plumbing - complete vent pipes, toilet pans and seats, hand wash basins, taps, urinals and paraplegic facilities • New desks, furniture and equipment.
6	3 Classroom Block	<ul style="list-style-type: none"> • Construction of reinforced strip footings, ground slabs, structural masonry walls and prefabricated timber roofing to Engineer's specifications. • Construction of all new brickwork & selected face brick. • New smooth and textured plaster and paint internally and externally • New steel windows.

		<ul style="list-style-type: none"> • New selected roof sheeting brandering on timber purlins and trusses. • New ridge capping. • New suspended ceiling. • New hardwood timber frames and doors and ironmongery. • New selected vinyl tiles to floors. • Electricity supply and distribution as per Engineer's specifications. • Construction of stormwater management system and construction of V Drains and walkways as per Engineer's specifications. • Firefighting equipment and escape designs by Engineer. • New desks, furniture and equipment.
7	SEC-W Block	<ul style="list-style-type: none"> • Construction of reinforced strip footings, ground slabs, structural masonry walls and prefabricated timber roofing to Engineer's specifications. • Construction of all new brickwork & selected face brick. • New smooth and textured plaster and paint internally and externally • New steel windows. • New selected roof sheeting brandering on timber purlins and trusses. • New ridge capping. • New suspended ceiling. • New hardwood timber frames and doors and ironmongery. • New selected vinyl tiles to floors. • New selected porcelain floor tiles & wall tiles to the toilet. • Electricity supply and distribution as per Engineer's specifications.

		<ul style="list-style-type: none"> Construction of stormwater management system and construction of V Drains and walkways as per Engineer's specifications. Construction of sewer pipelines and potable water pipeline to Engineer's specifications. Firefighting equipment, wet works and escape designs by Engineer. Plumbing - complete vent pipes, toilet pans and seats, hand wash basins and taps. New desks, furniture and equipment.
8	External Works	<ul style="list-style-type: none"> Earthworks (cut/fill) to all buildings - consisting of excavations, backfilling, layer filling, compaction Walkways, ramps, stormwater channels and aprons – consisting of excavations, back filling and reinforced cast in panels.
9	Water Reticulation	<ul style="list-style-type: none"> Water reticulation to all new buildings, including trenches, water pipes, backfilling, compacting and construction of valve boxes – connecting from existing water supply.
10	Sewer Reticulation	<ul style="list-style-type: none"> Sewer reticulation to all new buildings, including trenches, sewer pipes, backfilling, compacting and construction of manholes – connecting to existing sewer infrastructure.
11	Electrification	<ul style="list-style-type: none"> Supply of Electricity Installation – of conduits earthing, cabling, DB, light fittings, light switches, plug points, dedicated plugs, etc Testing and Commissioning

42.2.2 The Works to be constructed are located at **Kerk Street South in Thaba Nchu in, in Bloemfontein. It is under the jurisdiction of Mangaung Local Municipality, under the Motheo (East) District Municipality in the Free State Province** as per the attached maps showing location.

42.2.3 The Works or installations to be undertaken by direct contractors comprises Complete construction works. ***Not applicable***

42.2.4 The Employer is an organ of State

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support insurance is not to be affected by the contractor
- Payment will be made for materials and goods
- Extended defects liability period will apply to the following elements: **Not applicable**

42.2.5 Possession of the site is to be given within **three days** of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties. Appointed Health and Safety Agent to approve Principal Contractors Health and Safety File and to submit Construction Work Permit documents to Department of Employment and Labour, 30 days prior to commencement of construction work.

42.2.6 The period for the commencement of the works after the contractor takes possession of the site is **7 working days**.

Completion:

For the works as a whole:

The date for practical completion shall be Twelve (**12 months**) from the Site Handover Meeting. Specific completion dates will be advised at project kick-off.

The penalty per calendar day to be calculated as per the "Public Works QS 002 Procurement Documentation Guidelines for Building Contracts dated April 2014" formula on calculations of penalties up to a maximum of 10% of the contract value.

Thereafter, the employer shall have a right during the identified delay period to intervene and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The cost of the appointed third-party work shall be borne by the contractor.

42.2.9 The law applicable to the agreement shall be that of the Republic of South Africa.


42.3.1 Contract works insurance (construction guarantee) is to be affected by the contractor for a sum not less than the contract sum plus **10%**.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA)

42.3.3 Public liability insurance to be affected by the contractor for the sum of **R10 000 000.00** with a deductible in an amount that the contractor deems appropriate.

42.3.4 Lateral Support insurance: Deemed Not Applicable

- 42.4.1** A waiver of the contractor's lien or right of continuing possession is required.
- 42.4.2** One copy of the construction documents is to be supplied to the contractor free of charge.
- 42.4.5** JBCC Engineering General Conditions are not to be included in the contract document.
- 42.4.6** CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. The contract value is to be adjusted using CPAP indices. The base month to be used to calculate CPAP is tender closing date. The value of the certificates issued shall be adjusted in accordance with the JBCC Contract Price Adjustment Schedules, from the thirteenth month of the works.
- 42.5.4** **The preliminaries amounts shall be paid in terms of Option A and the contractor shall not have the right to select Option B.**
- 31.3** The issue of an interim payment certificates shall be done no later than the **20th** of each month.
- 29.1.1** The contractor shall allow **eleven (11) working days** during the contract period per **6 months** for the adverse effect of weather conditions and shall not be entitled to a revision of the date for Practical Completion for delays suffered by adverse weather conditions.
- 14.5** The employer **will not** provide advanced payments against an advanced payment guarantee
- 14.2** The construction guarantee is to be a variable guarantee. It is and shall be **10%** of the contract sum until practical completion and 5% until final completion.
- 14.4**
- 40.0** Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.

 <p>DEVELOPMENT BANK OF SOUTHERN AFRICA Building Africa's Prosperity</p>	<p>VOLUME 3 OF 3 JBCC CONTRACT</p>	<p>Tender No. RFP082/2022</p> <p>APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)</p>
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C1.2 CONTRACT DATA (Continued)

Part Two – Data provided by the Contractor

Statements given in all contracts

Completion of the data in full, is essential to create a complete contract.

- The Contractor is

Clause 42.5.1: Name


.....

The legal name of the Contractor.
- Clause 42.5.1 [1.2]: Address

.....

.....

The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.

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C1.3 CONSTRUCTION GUARANTEE

In terms of clause 14.3 of the JBCC Principal Agreement, Edition 4.1, Code 2101, March 2005 allows for provision of a variable performance guarantee from an approved financial institution which the Employer has accepted

1.1.1 For this contract only performance bonds provided by a financial institution registered in South Africa will be accepted. *NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.*

It is hereby agreed that a Performance Guarantee drafted exactly, or substantially similar, as provided in this returnable and Volume 3 section C1.3 will be provided by the Guarantor named below, which is a bank or insurer registered in South Africa:

Name of Guarantor (Bank/insurer).....

Address

The Performance Guarantee shall be provided with the other returnables as set out in the conditional Letter of Acceptance of the successful tenderer's tender unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

CONFIRMED BY Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor

(Bank/insurer)

Date

The Tenderer must attach hereto a letter from the guarantor with whom he has made the necessary arrangements, to the effect that the said guarantor will be prepared to provide the required performance guarantee when asked to do so. The acceptable pro forma wording is as per section below and in Volume 3, C1.3

Pro-Forma JBCC On Demand Variable Performance Guarantee

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

2. In this Guarantee

2.1 The following words and expressions have the following meanings:

2.1.1 "Guarantor" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [O] **Financial Services Board Registration number** [O] *NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.*

2.1.2 "Guarantor's Address" - means [●]; *[Drafting Note: Guarantor's physical address to be inserted]*


2.1.3 "Contract" - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*

2.1.4 "Contractor" - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*

2.1.5 "Employer" - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Limited Act, 13 of 1979;

- 2.1.6 “Expiry Date” - means the date of Final Completion;
- 2.1.7 “this Guarantee” - means this document;
- 2.1.8 “Guaranteed Sum” – means, subject to clause 5, the sum of [● - figure] ([● - words]) the aggregate Guarantee amount of 10.0% of the total of the Contract Sum as at the Contract Date which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.
- 2.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
3. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed sum in the aggregate.
4. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [..... insert...] and shall:
- 4.1 state the amount claimed (“the Demand Amount”);
- 4.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
5. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.
6. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
- 6.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
- 6.1.1 is and shall be absolute and unconditional in all circumstances; and
- 6.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;

- 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 5.3 should the Employer cede its rights against the Contractor to a third party where such /cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
7. The Guarantor's obligations in terms of this Guarantee:
- 7.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 7.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;
- 8.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

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8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor’s Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:


Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor _____ Capacity of Guarantor _____
 Signatory 1: _____ Signatory 2: _____

Witness: _____ Witness: _____
 (Printed Name of Witness) (Printed name of witness)

Guarantor’s seal or stamp _____

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PART C2: PRICING DATA

JBCC Principal Building Agreement, Edition 4.1 Code2101 March 2005, issued by the Joint Building Contracts Committee Inc. (including amendments).

Document reference	Title	No of pages
C2.1	Pricing Instructions	2
C2.2	Bill of Quantities	117
	Total number of pages	119

C2.1 PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, Code 2101, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
10. The amount of the Preliminaries to be included in each monthly payment certificate shall

be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
13. Where no provision is made in the Bills of Quantities to indicate which of the three categories will apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

C2.2 BILL OF QUANTITIES

Use this page as a cover page to the *Contractor's* Bill of Quantities.

- 1) Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided detailed breakdown in the Bill of Quantities, as required by the Department of Labour.
- 2) **The PDF/ original format Bill of Quantities must be populated by hand in black ink and will be the document used for evaluation purposes.**
- 3) Tenderers are also required to electronically populate the Excel format. This will be used to support verification of pricing errors.


I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.2 and warrant that the documents submitted are true and accurate.

(Signature)

(Date)

BILL OF QUANTITIES FOR TLOTLANANG COMBINED SCHOOL

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MAIN SUMMARY PAGE

ITEM	SCHOOL NAME	AMOUNT (INCL VAT)
1	TLOTLANANG COMBINED SCHOOL	
TOTAL TO BE CARRIED FORWARD TO FORM OF OFFER		

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	Project Specifications	16
C3.2	Particular Specifications (Submitted as Annexures)	
C3.3	Drawings (Submitted as Annexures)	
	Total number of pages	

C3.1 PROJECT SPECIFICATIONS

1. DESCRIPTION OF THE WORKS

1.1. Employer's objectives

The employer [the Development Bank of South Africa (DBSA)] is supporting and assisting the Free State Department of Education deliver public infrastructure using labour-intensive methods where possible as required by the Expanded Public Works Programme to provide temporary employment opportunities to local unemployed people and to provide training or skills development to these locally employed workers.

1.2. Overview of the Works

The DBSA acts as Implementing Agent for the Free State Department of Education and supports its objective to provide sustainable public infrastructure that meets the demands, improve accessibility and improve the quality of life.

1.3. Extent of the Works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

Work Package	Project Description	Scope
1	AS DETAILED UNDER C1.2.2 CLAUSE 42.2.1	

1.3.1 ACCESS

The sites are easily accessible, but the site is situated in a security area and all requirements are to be met in respect of viewing the site, commencement of work, entrance permits, security check of personnel, prohibition on taking of photographs, etc. Care must be taken to avoid damage to adjacent buildings.

1.3.2 SERVICES

Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information

is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation.

In general, the Engineer may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Engineer such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.

1.3.3 TEMPORARY WORKS AND ACCOMMODATION OF TRAFFIC

The Contractor is to liaise with the Mangaung Local Municipality (for municipal roads) with regards to any temporary road closures as required during this contract.

Accommodation of traffic during construction shall be undertaken to the requirements and details provided by the Engineer

As the Works are to be constructed within a built-up urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses.

Refer to Bill of Quantities.

1.3.4 CO-ORDINATION WITH OTHER CONTRACTORS

Other contractors, who are engaged in the construction of similar works, could be working within the sites of the Contractor. The Contractor will be required to provide all necessary assistance to them, and to liaise with them in respect of their programme in order to avoid any delays to either contract. See clause 5.6.6 of the Contract Data.

1.3.5 SETTING OUT OF WORKS

Whilst surveys have been carried out of the site, and the designs based on such surveys, it is the responsibility of the Contractor to recheck all the benchmarks and protect the benchmarks from damage at the start of the contract. It is the Contractor's responsibility to set out the Works and any discrepancies in the design or setting out shall be identified and brought to the attention of the Engineer promptly so they can be corrected before any abortive expenditure is incurred.

1.3.6 LOCATION OF THE WORKS

The Works to be constructed are located in the area of jurisdiction of the Mangaung Local Municipality.

	APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)
APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF STRUCTURES BUILT OF INAPPROPRIATE MATERIAL AT TLOTLANANG COMBINED SCHOOL ON BEHALF OF FREE STATE DEPARTMENT OF EDUCATION (FSDOE)	<p>Physical Address:</p> <p>The site is at Tlotlanang Combined School.</p> <p>Kerk Street South in Thaba Nchu, in Bloemfontein.</p> <p>It is under the jurisdiction of Mangaung Local Municipality, under the Motheo (East) District Municipality in the Free State Province.</p> <p>The geographical coordinates of the proposed site are:</p> <p>S 29° 13' 5.89"</p> <p>E 26° 51' 4.74"</p> <p>The site is accessible from Church Street.</p>

1.3.7 OCCUPATIONAL HEALTH AND SAFETY

The contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 1993 – Asbestos Regulations, 2001
- Occupational Health and Safety Act, 1993 – Construction Regulations, 2014;
- DBSA Occupational Health and Safety Baseline Specification;
- DBSA Baseline Risk Assessment;
- DBSA OHS policy and management plan.

1.3.8 DRAWINGS

The drawings used for setting up the Bills of Quantities are as per the drawing register:

2. PROCUREMENT

2.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preference schedule.

It is important to note that there is a 30% mandatory local subcontracting that will be mandatory in this project. Any appointment that are to be made in respect of the 30% local sub-contracting must be submitted to the DBSA Construction Project Manager for approval.

3. CONSTRUCTION

3.1. Applicable SANS 2001 standards for construction works

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001BE1 – Earthworks (general)
- 2) SANS 2001BS1 – Site Clearance
- 3) SANS 2001CC2 – Concrete works (minor works)
- 4) SANS 2001CG1 – Installation of glazing in window and door frames
- 5) SANS 2001CM1 – Masonry walling
- 6) SANS 2001CS1 – Structural Steelwork
- 7) SANS 2001CT2 – Structural Timberwork (Roofing)
- 8) SANS 2001DP1 – Earthworks for buried pipelines and prefabricated culverts
- 9) SANS 2001DP2 – Medium pressure pipelines
- 10) SANS 2001DP3 – Cable ducts
- 11) SANS 2001DP4 - Sewers
- 12) SANS 2001DP5 – Stormwater drainage
- 13) SANS 2001DP6 – Below-ground water installations
- 14) SANS 2001EM1 – Cement plaster

The abovementioned South African National Standards make several references to the

Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

3.2. Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4.
- Mangaung Local Municipality Standards and Guidelines

3.3. Certification by recognized bodies

Not Applicable

3.4. Plant and materials provided by the employer

Not Applicable

3.5. Services and facilities provided by the employer

Not Applicable

3.6. Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

4. Management

4.1. JBCC Preliminary Code 2103

The JBCC Preliminary Code 2103 May 2005 Edition Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part

1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is
4.3.1	The planning, programme and method statements are to comply with the following: <ul style="list-style-type: none"> • Program to be submitted in Microsoft Project format • Gantt chart to indicate critical path and progress • Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days,
4.9.3	The trees which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <ol style="list-style-type: none"> 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (Minimum 15 seater) 2) The following facilities will be supplied to the employers representatives: <ul style="list-style-type: none"> - 15 Hardhats for employers representatives visiting the site - 15 Safety (High visibility) jackets for employer representatives visiting the site
4.14.5	The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client
4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <ol style="list-style-type: none"> 1) The boards must comply with the official standard type signboard of the Employer and be at least 3 x 3 m high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <ol style="list-style-type: none"> 1) none
4.17.3	<p>Services which are known to exist on the site are:</p> <ol style="list-style-type: none"> 1) Water network 2) Sewer Reticulation 3) Electricity reticulation
4.17.4	<p>The requirements for detection apparatus are:</p> <ol style="list-style-type: none"> 1) Communication with school employees
Additional clauses	

1. Site Meetings and Procedures

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

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

2. Water and Electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) Water : A
- b) Electricity : A

Service	Option		
	A	B	C
	Contractor responsibility	Employer responsibility	
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.

Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.
The following temporary services is the responsibility and will be supplied by the contractor:			
<ul style="list-style-type: none">• Security• Sewer services in the form of temporary toilets• Waste disposal facility			
SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities, which are to be performed by hand.			
Clause	Specification Data		
Essential Data:			
5.1	The depth of trenches which are to be excavated by hand is 1,5 meters.		
Additional clauses:			
1	Stone pitching and rubble concrete masonry All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.		
2	Manufactured Elements Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.		

**SANS 1921-6, Construction and management requirements for works contracts – Part 6:
HIV/AIDS awareness.**

4.2.1(a) A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

4.2.1(a) The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

4.2. Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 days after rain that is considered to justify an extension of time occurs.

4.3. Unauthorised Persons

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

4.4. Management Meetings

A Schedule of meetings will be agreed with the contractor.

4.5. Daily Records

The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to EPWP requirements.

4.6. Payment Certificates

Monthly valuations of completed work, including materials on site is to be completed and presented by to the client representative by no later than the 15th of each month to be assessed for payments. The payment certificate will be issued no later than the 20th of each month (Including Contractor's tax invoice) to the Principle Agent or payment within 30-calendar day.

C3.2 PARTICULAR / GENERIC SPECIFICATIONS

1. EPWP – National Youth Service (NYS)

Commented [GU1]: please strikethrough this section.

This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated by the DPW representative. This DPW representative will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. The contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

- The contractor must comply with Additional Specification: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) as attached to these Bills of Quantities. (specification).
- The NDPW will identify a minimum of 120 youth workers (in 4 groups of 30 each)
- The contractor must liaise and co-ordinate with the NDPW regarding the trades that learners must be trained. The NDPW will organize training for the learners through their own processes with relevant accredited service providers in specific trades that the learners will do theory training. The contractor will process the payments for all the EPWP- NYS activities which will be approved first by the Regional Programme Director for EPWP.
- The contractor will have to avail the services of an adequately qualified foreman (minimum of two) specifically for the EPWP-NYS youth workers to act as their construction supervisor for the duration of on-site training. This foreman will be responsible for continuously training, mentoring and monitoring the progress of the youth workers and to address questions and issues that may arise from the youth workers.

1.3 Specific provisions pertaining to SANS 1914-4

1.3.1. Definitions

Targeted enterprise:

An enterprise which has its sole office of head office located within the Target Area.

Targeted labour:

Unemployed persons who are employed as local labour on the project.

1.4. Certification by recognized bodies

Not Applicable

1.5. Plant and materials provided by the employer

Not Applicable

1.6. Services and facilities provided by the employer

Not Applicable

1.7. Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION	PAGE NO.
POHS : HEALTH AND SAFETY SPECIFICATIONS	Annexure A
B/RA : BASELINE RISK ASSESSMENT	Annexure B
SHE : SHEQ Policy	Annexure C

COVID BAR: COVID-19 BASELINE RISK ASSESSMENT

COVID HS: COVID-19 HEALTH AND SAFETY SPECIFICATIONS

C3.2.1 STANDARD SPECIFICATIONS

The Department of Public Works - Construction Works Specifications PW 371-A and PW 371-B available on the Department of Public Works website shall apply to this contract.

http://www.publicworks.gov.za/PDFs/consultants_docs/2014/PW371A_General_Specification_edition_2_1Aug2014.pdf

http://www.publicworks.gov.za/PDFs/consultants_docs/2015/PW371_B_Particular_Specification_edition_2_2_Dec2015.docx

C3.2.2 STRUCTURAL SPECIFICATION) - Annexure C

The Structural Specification as compiled by the Structural Engineer issued under separate cover is applicable to this contract.

C3.2.3 ELECTRICAL SPECIFICATION - Annexure D

The Electrical Specification as compiled by the Electrical Engineer issued under separate cover is applicable to this contract.

C3.2.4 ELECTRONIC SPECIFICATION - Annexure E

The Electronic Specification as compiled by the Electronic Engineer issued under separate cover is applicable to this contract.

C3.2.5 MECHANICAL SPECIFICATION Annexure F

The Mechanical Specification as compiled by the Mechanical Engineer issued under the Mechanical Bills of Quantity

C3.3 DRAWINGS & REPORTS

List of applicable Drawings for the Tlotlanang Combined School are attached to the tender

PART C4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4.1	Site Layout	1
C4.3	Contract Participation Goal Requirements	11
	Total number of pages	13

C4.1 SITE LAYOUT

Site Location – Map and Co-Ordinates



C4.2 INFORMATION AND MAP

SCHOOL NAME	LATITUDE	LONGITUDE
TLOTLANANG COMBINED SCHOOL	S 29° 13' 5.89"	E 26° 51' 4.74"

C4.3 CONTRACT PARTICIPATION GOAL REQUIREMENTS

CONTENTS

SO, 01:	Scope
SO, 02:	Contractual Opportunities for Potentially Emerging Contractors
SO, 03:	Identifying Scope of Work for Subcontractors, Suppliers and Labour to Achieve Participation Targets
SO, 04:	Responsibility of the Principal Contractor
SO, 05:	Development of Emerging Contractors
SO, 06:	Monitoring of Compliance for Development of Emerging Contractors
SO, 07:	Principal Contractor's Pricing Strategy
SO, 08:	Terms of Reference for Community Liaison Officer (CLO)
SO, 09:	Training of Workers
SO, 10:	Measurement and Payment

SO, 01: SCOPE

This project and contracts also aim to create work opportunities for emerging contractors and to provide a platform for sustainable growth in experience and capacity.

The contractual opportunities will be structured in such a way as to address and overcome specific constraints that prevent growth in the emerging sector, such as for example:

- Lack of experience
- Lack of managerial skill and limited marketing ability
- Access to capital and credit
- Insufficient cash flow management
- Insufficient site and labour supervision.

In addition, provision will be made for on-site training by an established Contractor, in order to improve business skills and to develop the trade skills of the Emerging Contractor's operatives.

SO, 02: CONTRACTUAL OPPORTUNITIES FOR POTENTIALLY EMERGING CONTRACTORS

It is foreseen that Contracts will be in the value categories that represent Contractors with a CIDB designation grading of 6 and higher.

To manage the technical and financial risk for the Client, Contractors with the applicable grading will have the opportunity to tender for these contracts in line with the CIDB regulations. These Contractors will be the Principal Contractors responsible to employ Potentially Emerging local Sub-Contractors of lesser CIDB grading designations, for portions of the scope of work which will be identified and measured for each Contract.

Potentially Emerging subcontractors or suppliers shall be identified as an Entity whose business is at least 51% Black Owned.

In addition, work opportunities will also be created for person / persons who are not registered on the CIDB Contractors Register, with aspirations of becoming registered contractors.

Potential Emerging Contractors and Suppliers will be identified by the Contractor at 28 days after the Tender has been awarded in order to ensure participation from all interested parties in the local community.

The Contractor and subcontractors will employ and utilise local labour within a 10 km radius from the sites of construction. Local specialised and general labour will be used for skilled and unskilled work, placing responsibility on the Contractors to provide the required on-site training to achieve a competent work force.

SO: 03 IDENTIFYING SCOPE OF WORK FOR SUBCONTRACTORS, SUPPLIERS AND LABOUR TO ACHIEVE PARTICIPATION TARGETS

The tenderers tender price will determine the sum of the Participation goal based as a percentage of the total actual repair cost as shown in the summary pages of the Bill of Quantities stated as a compulsory minimum of 25% of the value of work done.

Each Contract will consist of:

- Building structural
- Civil infrastructure
- Mechanical equipment
- Electrical infrastructure and equipment.

Depending on the extent and value of the Scope of Work, the tenderer will identify certain portions of the work in the Bill of Quantities, to be sub-contracted, identify work for skilled and general labour, as well as the utilisation of local suppliers.

The Contractor will be required to ensure a minimum Contract Participation Goal as indicated in the Bill of Quantities.

The Contract Participation Goal can be obtained by means of:

- Local Sub-Contractors
- Local Suppliers
- Skilled labour
- General Labour

SO: 04 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The Contractor will be guided by the Project Specification and Schedule of Quantities, in order to determine his tender tariffs and price structure for the identified work earmarked for a Sub- Contractor.

During the tender stage, the Contractor shall identify specific local Potentially Emerging subcontractors whose business is registered within the particular province. These subcontractors can be selected by the Contractor, but the Client may also have the opportunity to indicate a list of local subcontractors that must be afforded the opportunity to provide the Contractor with rates for the identified work.

The subcontractor will price the appropriate schedule of quantities for the identified work groups. The Principal Contractor shall familiarise himself with the submitted tender rates from the subcontractor. He must ensure that the rates are market related and will guide the subcontractor to understand the cost structures of the different individual rates.

The Contractor will be responsible for the quality of work, which will be a result of his effort of training and mentoring.

In a situation where the appointed Sub-Contractor fails to complete the work or to comply with the specification, the main Contractor will be responsible to step in and complete or rectify all work.

SO: 05 DEVELOPMENT OF EMERGING CONTRACTORS

In the case where the Contractor must appoint an un-designated subcontractor, if so, required by the Client provision will be made in the Schedule of Quantities (Preliminary and General) for the Contractor to:

- a) Register the Sub-Contractor as a Grade 1, within the appropriate discipline
- b) Bear the cost of such registration
- c) Assist in the administrative requirements for registration of the Sub-Contractor.

SO: 05.01 For an un-designated Contractor:

- The Contractor shall be responsible for registering the Contractor
- Development of the capability and capacity of the newly established Contractor, through joint participation in repair activities

- Supply of materials
- Assist in the employment of workers
- On the job training and manage of quality of work
- Assist the Contractor with obtaining tools and material.

SO: 05.02 For Contractors with a grading 2 and 3, the Main Contractor will be responsible for:

- Development of the capability and capacity of the sub-contractor by ensuring quality control on a daily basis
- Assistance in procuring material and equipment
- Assistance in the appointment of labour and supervision
- Assistance in compiling a programme of work and management of resources.

SO: 05.03 For Contractors with a grading 3 and 4, the Main Contractor will be responsible for:

- Assistance in servicing and maintaining equipment guiders in managing labour and payment
- Assistance in managing cash flow
- Controlling quality and ensure work in accordance with specification
- Ensuring that a contractual programme is compiled and adhered to.

SO: 06 MONITORING OF COMPLIANCE FOR DEVELOPMENT OF EMERGING CONTRACTORS

SO: 06.01 Development Retention

An additional 10% retention will be subject to value of payments certified to Emerging Contractors appointed as a subcontractor to reach the required Contract Participation Goal. This retention will become due to the Contractor after completion of the work, identified to reach the tendered participation goal.

During the construction period with each payment certificate, the Contractor will be scored in accordance with the set performance indicators indicated in the scorecard, Specification SO Utilization, Training and Guidance of Emerging subcontractors.

After completion of the Scope of Works related to the specific subcontractor, the average score obtained per month for the duration of the contract period will determine the amount of retention money to become due.

An average score of 100% over the subcontractor's contract period will result in full payment of the 10% retention withheld for payments certified to Emerging Contractors.

An average score of 75% will however result in 25% of the retention of 10% money withheld as a penalty for failure to comply with the Development requirements.

SO: 06.02 Monitoring Scorecard for evaluation of Emerging subcontractors by the PSP

During construction, the appointed Professional Service Provider (PSP) will be responsible to monitor the Principal Contractors guidance of the Sub-Contractors to comply to the requirements.

The scorecard has been developed and form part of Specification SO for the Utilisation, training and guidance of Sub-Contractor.

In the event where any of the Sub-Contractors has failed to proceed with the Works in accordance with the approved programme, the PSP will proceed to implement the general Condition of Contract Clause 5.7.1 and 9.2 if required.

If it happens that the Contract with a Sub-Contractor is cancelled, the Main Contractor may be instructed to appoint an alternative Sub-Contractor to complete the work.

SO: 07 PRINCIPAL CONTRACTOR'S PRICING STRATEGY

SO: 07.01 Tender Rates

The Contractor will be guided by the Project Specification and Schedule of Quantities, in order to determine his tender rates and price structure for the identified work earmarked for an emerging subcontractor.

The specific portion of work earmarked for a specific designation graded Contractor will be priced by the subcontractor. As indicated above the Principal Contractor will assist the emerging subcontractor to submit rates that is relevant to the scope of work and market related to enable the principal contractor to submit a competitive tender.

The Contract Participation Goal will require the Contractor to allocate certain Scope of Work for:

- Sub-Contractors (within the particular province)
- Local Suppliers (within the particular province)
- Skilled labour (within a maximum 10 km radius)
- General labour (within a maximum 10 km radius)

The Contractor will be required to comply to the minimum Contract Participation Goal as indicated in the Bill of Quantities.

The Contractor will be responsible for the quality of work, which will be a result of his effort of training and mentoring.

SO: 07.02 Compliance with the Contract

- (i) The contractor shall enter into written contractual agreements with all the emerging and CIDB graded subcontractors Local Suppliers, skilled labourers and general labourers cited in the Contract Data as well as provisional and general items and in compliance to obtain the required CPG compliance and shall, as soon as is practicable, furnish the employer's representative with copies of such agreements and the written acceptances thereof. The contract to be performed by the Sub-Contractor shall thereafter neither be reduced in scope, nor terminated without the prior written approval of the Project Manager, which shall not be unreasonably withheld or delayed.

Substitutions

- (i) In the event that, through no fault of the Contractor, a contracted subcontractor is found to be unable to perform, or to perform on time due to any of the following.
- Unable to produce acceptable work.
 - Unwilling to perform work required; or
 - Not fit to perform the service then
- The contractor shall notify the Project Manager of the apparent necessity to reduce or terminate such a subcontractor's Contract, citing the reasons, therefore.
- (ii) In the event that the employer approves the contractor's request to be relieved of his obligation to make use of an alternative enterprise, the contractor shall either provide a substitute subcontractor to take over the contract or engage a subcontractor on another Portion of the contract so as to secure the required conclusion of the works.
- (iii) The contractor may only terminate contracts with contracted subcontractor's and enter into agreements with substitute enterprises for the purpose of ensuring the completion
- of the works, with the Project Manager's approval, which shall not be unreasonably withheld.

SO: 07.03 Claims procedure

The Contractor shall prepare and attach to his claim for payment, in a form approved by the Project Manager, the following:

- A brief report which describes the commercially useful functions performed by the Sub- Contractor in the performance of the contract, both over the interim period and on a cumulative basis.
- A schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided, or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions.

- A schedule which lists the names, identity numbers, gender, trade/occupation, period of employment, employment number and the like, as directed by the employer's representative, together with the respective wage rates and allowances payable in respect of targeted labour, including the monetary value of wages and allowances paid both on a cumulative basis and over the period for which payment is claimed; and
- A schedule of wages and allowances paid to all employees, indicating the status of such employees, where the contractor fulfils his contract obligations by virtue of his status as the Principal Contractor.

Should random inspections conducted by the PSPs on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements, the contractor shall provide, separate weekly resource returns and any other relevant information in respect of such enterprises in a format approved by the Project Manager.

The Contractor shall, upon completion of each individual subcontractor's contract, issue a completion certificate and certify the amount paid to such subcontractors. He shall submit the certificates, counter-certified by the relevant subcontractor's, to the PSPs for record-keeping purposes.

In a situation where the appointed subcontractor fails to complete the work or to: comply with the specification, the main Contractor will be responsible to step in and complete or rectify all work.

In the case where the Contractor must appoint an un-designated subcontractor, provision will be made in the Schedule of Quantities (Preliminary and General) for the Contractor to:

- Register the Sub-Contractor as a Grade 1, within the appropriate discipline
- Bear the cost of such registration
- Assist in the administrative requirements for registration of the Sub-Contractor.

These cost items will form part of the schedule of quantities for the identified Scope of Work.

SO: 08 TERMS OF REFERENCE FOR COMMUNITY LIAISON OFFICER (CLO)

SO: 08.01 Introduction

The terms of reference provide a framework for which the Community Liaison Officer (CLO) would operate within the context of the related projects.

The CLO must be a respected member of the community and the method of appointment should be transparent and agreed with the Project Steering Committee (PSC).

SO: 08.02 Scope of Work

The CLO will be responsible for the following responsibilities:

Be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time.

Assist social facilitator (if appointed) in convening of workshops. SO.6

Disseminate information to the Professional Service Providers (PSP).

Determine, in consultation with the Contractor, the needs of the temporary Labourers for relevant skills Training. He is responsible for the identification of suitable trainees and shall attend one of each of the training sessions.

Communicate with the Contractor and the Engineer to determine the labour requirements with regard to the numbers and skills.

Assist in maintaining good labour relations, and when applicable partake in Labourer grievance and dispute procedures,

Assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register.

Attend all meetings in which the Local Community and/or Labourers are present or are required to be represented.

Inform temporary Labourers of their conditions of temporary employment and inform temporary Labourers as early as possible when their period of employment will be terminated, Articulate policies to Labourers.

Communicate labour requirements.

Attend Induction training programmes for workers and induct labourers.

Verify labour records and ensure all engaged qualify as per EPWP code and prepare EPWP reports for issuing to Department of Health.

Investigate and report all labour dispute matters to the PSC, advice site agent on resolution.

Attend all disciplinary proceedings and ensure procedures are adhered to and hearing are fair and sanctions reasonable.

Organise and assist the contractor in explaining to all workers the labour-based construction model.

Ensure labourers understand their task and the principles behind task work. Ensure labourers are informed of their conditions of temporal employment. Attend all site meetings and briefings for work procedures.

Keep written record of interviews and community liaison which should be summarized and included in the monthly progress reports.

Collect monthly welfare reports and submit to social facilitators. Ensure that Contractor's workers are paid what is due to them in time.

SO: 08.03 Remuneration for CLO

The Contractor, the Engineer and the Employer shall determine the remuneration of the Liaison Officer jointly. A Prime Cost Sum is provided in the Schedule of Quantities to cover the remuneration of the Liaison Officer.

The Liaison Officer shall only be employed and paid for the period in which the duties of a Liaison Officer are required as agreed on by the Engineer and the Contractor.

SO: 08.04 Transport of Liaison Officer (If Applicable)

The Contractor shall provide transport for the Liaison Officer as agreed upon by the Employer, the Engineer and the Contractor.

SO: 09 TRAINING OF WORKERS

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

Three types of training are applicable, namely.

- Life skills.
- Technical Skills training including First Aid & Health and Safety training
- On the job training

~~Training will be implemented by CETA accredited training instructors / facilitators.~~

~~Workers shall be employed on the projects for a minimum period of 12 months.~~

~~Workers shall be employed on projects in the vicinity of their homes. The same arrangements applicable for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP workers.~~

- (a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (b) Where not allowed for in the Bill of Quantities, the cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- (c) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (d) The contractor shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.
- (e) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of (d) above.

- (f) Proof of compliance with the requirements of (a) to (e) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

SO: 10 MEASUREMENT AND PAYMENT

SO: 10.01 Registering Emerging Contractors on CIDB data register Unit:

Number (refer to Preliminaries and General Section of the Bills of Quantities)

The unit of measurement shall be the number of new Contractors registered at the CIDB. The tender rate shall include remuneration for facilitating the Contractor in completing application forms and payment of registration fees.

SO: 10.02 Obtaining a higher designated grading for Subcontractors Unit:

Number (refer to Preliminaries and General Section of the Bills of Quantities)

The unit of measurement shall be the number of Contractors successfully obtaining a higher CIDB designation after completion of the work.

SO: 10.03 Formal training of Subcontractors Unit: PC

Sum (refer to Preliminaries and General Section of the Bills of Quantities)

The unit of measurement shall be the number of subcontractors identified for formal training courses.

SO: 10.04 Remuneration of CLO Unit: PC

Sum (refer to Preliminaries and General Section of the Bills of Quantities)

An amount has been allowed for the payment of the CLO. The Contractor will submit a monthly invoice for the remuneration of the CLO for the required Contract period.

SO: 10.05 Transport Cost for CLO Unit: Km

(If applicable) (refer to Preliminaries and General Section of the Bills of Quantities)

The unit of measurement shall be the cost per km based on the total km travelled during the month for the CLO from his home to the Construction sites.