



Transport, Safety and Liaison

NORTHERN CAPE PROVINCE



TENDER DOCUMENT

TENDER NO: NCDTSL01/2024/25

REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE

FEBRUARY 2025

Department of Transport Safety & Liaison
Ocean Echo Building,
02 Cnr Sidney & Lennox Street,
Kimberley
8301

BID NR: NCDTSL01/2024/25

CLOSING DATE: **14 March 2025**

CLOSING TIME: 11:00 am

NAME OF COMPANY	
TENDERED AMOUNT	

PROJECT: REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE
NCDTSL01/2024/25

BID ADVERTISEMENT FORM

Bid description	Repairs and renovations at Colesberg Weighbridge		
Bid number	NCDTSL 01/2024/25		
Name of institution	Department of Transport, Safety and Liaison		
The place where goods, works, or services are required	Colesberg Weighbridge – N1		
Closing date and time	Date	14 March 2025	Time 11:00
Contact details	Postal address	Department of Transport, Safety and Liaison Private Bag X1368 Kimberley 8300	
	Physical address	Department of Transport, Safety and Liaison Ocean Echo Building Cnr Sydney & Lennox Street Kimberley 8300	
	Tel. no.	053 839 1700	
	Fax no.	N/A	
	E-mail address	dmqhum@ncpg.gov.za	
	Contact person	Mr Desmond Mqhum Deputy Director - Supply Chain Management	
Where bids can be collected	<ul style="list-style-type: none"> - Northern Cape Office of the Premier (Block C - Office 22) - E-tender portal - DTSL website - www.dtsl.gov.za 		
Where bids should be delivered	Northern Cape Office of the Premier T&I Building 69 Memorial Road Monuments Heights Kimberley		
Category (refer to annexure A)	N/A		
Sector	Other		
Region	Pixley ka Seme District		
Compulsory briefing session/site visit	Date	27 February 2025	
	Time	14:00 PM	
	Venue	Colesburg Weighbridge - N1	

REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES

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FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

OFFER

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

REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE

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

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

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

Rand (in words):	
Rand in figures:	R

VAT IS TO BE INCLUDED EVEN IF THE TENDERER IS A NON-VAT VENDOR

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
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AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

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

Name of representative	Signature	Date

WITNESSED BY:

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Name of witness	Signature	Date

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

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) .. ☐

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

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts from R 500 000 and up to R 1 million, a surety of 2% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R 500 000, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) (DTSL 10.3) Yes ☐ No ☐

(3) payment reduction of 10% of the value certified in the **payment certificate** (excluding VAT) Yes ☐ No ☐

(4) cash deposit of 5% of the **contract sum** (excluding. VAT) and a payment reduction of 5% of the value certified in the **payment certificate** (excluding. VAT) Yes ☐ No ☐

(5) fixed **construction guarantee** of 5% of the **contract sum** (excluding VAT) and a payment reduction of 5% of the value certified in the **payment certificate** (excluding VAT) Yes ☐ No ☐

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No	Cellular Phone No.
Fax No	Other contact No.
Postal address:	
Main or Principal Place of Business:	

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E-mail Address :	
Registered Place of Business:	
Banker	Branch.....
Registration No of Tenderer at Department of Labour	
CIDB Registration Number: (Attach copy of certificate)	
CSD Number.....	SARS Tax Pin.....

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission, or if delivered by telefax, one working day after transmission, or if delivered by email, one working day after transmission.

For the Employer:

Name of signatory	Signature	Date

Name of Organization:	DEPARTMENT OF TRANSPORT, SAFETY AND LIASON
Address of Organization:	Department of Transport Safety & Liaison PO Box 168 Kimberley 8300

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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THE TENDER

PART T1: TENDERING PROCEDURES

T1.1- Notice and Invitation to Tender

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NOTICE AND INVITATION TO TENDER
THE DEPARTMENT OF TRANSPORT, SAFETY AND LIASON INVITES TENDERS FOR:

Project Title:	REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE		
Bid No:	NCDTSL01/2024/25	Closing Time:	11:00 am
Closing Date:	14 March 2025	Validity Period:	90 days

Tenderers should have a CIDB contractor grading of	3 GB of higher
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RESPONSIVENESS CRITERIA

√	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the specified CLASS and RANGE of construction works are eligible to submit tenders.
√	Joint ventures are eligible to submit tender provided that: <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB The lead partner has a contractor grading designation in the value one grade lower than the required overall tender grading. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for this project. A Joint Venture Agreement <u>must</u> be submitted with the tender in the case of a joint venture offer.
√	Tender offer must be properly received on the closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
√	Submission of applicable: Resolution by the Legal Entity or Consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the Firm / Consortium / joint venture.
√	Submission of (NCP 4) DECLARATION OF INTEREST.
√	Submission of other compulsory returnable schedules / documents as per LIST OF RETURNABLE DOCUMENTS.
√	Submission of SITE INSPECTION CERTIFICATE as proof for attendance of compulsory site meeting.
√	Submission of valid ORIGINAL VALID TAX CLEARANCE CERTIFICATE
√	Submission of PRICED BILL OF QUANTITIES WITH THE TENDER
√	Submission of PREFERENCE CERTIFICATE
√	Submission of BIDDERS DISCLOSURE

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Tender will be evaluated according to the price and specific goals:

The 80/20 system for requirements with a Rand value of up to R50 000 000; OR

The 90/10 system for requirements with a Rand value above R50 000 000.

Where the financial value inclusive of VAT of one or more responsive tenders received equals or is less than R 50 000 000, the 80/20 system shall be applicable.

Where the financial value inclusive of VAT of all responsive tenders received has a value in excess of R 50 000 000, the 90/10 system shall be applicable.

Price / Preference / Functionality:				
Requirement	≤ R50 000 000	> R50 000 000		
Price	80	90	Total must equal	100
Preference	20	10		
Functionality	0 of 80	0 of 90		

Table1: Specific goals for the tender and points claimed are indicated per table below.

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

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

SPECIFIC GOAL	PERCENTAGE	SCORE	BIDDERS POINTS
RACE	100 %BLACK OWNED COMPANY	5	
	76%-99% BLACK OWNED COMPANY	3	
	50%-75% BLACK OWNED COMPANY	2	
	LESS THAN 50% BLACK OWNED COMPANY	0	
GENDER	100 % FEMALE OWNED COMPANY	5	
	76%-99% FEMALE OWNED COMPANY	3	
	50%-75% FEMALE OWNED COMPANY	2	
	LESS THAN 50% FEMALE OWNED COMPANY	0	
YOUTH (18-35 years)	100 % YOUTH OWNED COMPANY	5	
	76%-99% YOUTH OWNED COMPANY	3	
	50%-75% YOUTH OWNED COMPANY	2	
	LESS THAN 50% YOUTH OWNED COMPANY	1	
DISABILITY	100 % DISABILITY OWNED COMPANY	2	
	76%-99% DISABILITY OWNED COMPANY	1	
	50%-75% DISABILITY OWNED COMPANY	0	
LOCALITY	NORTHERN CAPE PROVINCE	3	

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Collection of tender documents:

PLACE	Tender document may be collected during working hours at the following address: Northern Cape Office of the Premier, Block C – office 22 T&I Building 69 Memorial Road Kimberley 8300
DEPOSIT	T&I Building, 69 Memorial Road – Block C reception next to the security counter
INSPECTION	AS PER ADVERT

Enquiries related to tender documents may be addressed to:

Dept Head of SCM	Desmond Mqhum	Telephone no:	N/A
Cell no:	067 801 5310	Fax no:	
E-mail:	dmqhum@ncpg.gov.za		

Dept Project Leader:	Angelo Ericksen	Telephone no:	053 839 2100
Cell no:	079 887 7598	Fax no:	
E-mail:	ericksena@ncpg.gov.za		

Deposit / RETURN of tender documents:

POSTED TO	Tender document may be hand delivered to: The Manager - Supply Chain Management Northern Cape Office of the Premier T&I Building 69 Memorial Road Monuments Heights Kimberley
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.	
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the TENDER DATA (T 1. 2)	

T 1.2 - Tender Data

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T1.2- TENDER DATA

The DEPARTMENT OF TRANSPORT, SAFETY AND LIASON invites tender FOR:

Project Title:	REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE		
Bid No:	NCDTSL01/2024/25	Closing Time:	11:00 AM
Closing Date:	14 March 2024	Validity Period:	90 days

CLAUSE NUMBER	DETAIL
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No 423 Published in Government Gazette No. 42622 of 08 August 2019 and as mended for time to time. (see. www.cidb.org.za)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked 'F' in the above-mentioned Standard Conditions of Tender.</p>
F.1.1	The employer is DEPARTMENT OF TRANSPORT, SAFETY AND LIASON in the Northern Cape Province.

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F.1.2	<p>For this contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard Uniformity in Construction Procurement."</p> <p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the Fully Priced Activity Schedule/ Bills of Quantities, signing the "Offer" section in the Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bounded up as it was when it was received.</p> <p>The single volume procurement document issued by the employer comprises the following:</p> <p>TENDER</p> <p>Part 1: Tendering Procedures</p> <p>T1.1 – Tender notice and invitation to tender (Refer to index)</p> <p>T1.2 – Tender date (Refer to index)</p> <p>Part 2: Returnable Documents</p> <p>T2.1 – List of returnable documents (Refer to index)</p> <p>T2.2 - Returnable Schedules</p> <p>CONTRACT</p> <p>Part 1: Agreement and Contract Data</p> <p>C1.1 – Form of offer and acceptance (Refer to index)</p> <p>C1.2 – Contract data (Refer to index)</p> <p>C1.3 – Form of Guarantee (Refer to index)</p> <p>Part 2: Pricing Data</p> <p>C2.1 – Pricing instructions (Refer to index)</p> <p>C2.2 - Activity schedules / Bills of Quantities</p> <p>Part 3: Scope of Work</p> <p>C3 – Scope of work (Refer to index)</p> <p>Part 4: Site Information</p> <p>C4 – Site information (Refer to index)</p>												
F.1.4	<p>The employer's agent is:</p> <table border="1"> <tr> <td>Name</td><td>Angelo Ericksen</td></tr> <tr> <td>Capacity</td><td>PROJECT MANAGER</td></tr> <tr> <td>Address</td><td>9-11 Stockroos Street Squarehill Park Kimberley 8301</td></tr> <tr> <td>Tel:</td><td>079 887 7958</td></tr> <tr> <td>Fax</td><td>N/ A</td></tr> <tr> <td>E-mail</td><td>ericksena@ncpg.gov.za</td></tr> </table>	Name	Angelo Ericksen	Capacity	PROJECT MANAGER	Address	9-11 Stockroos Street Squarehill Park Kimberley 8301	Tel:	079 887 7958	Fax	N/ A	E-mail	ericksena@ncpg.gov.za
Name	Angelo Ericksen												
Capacity	PROJECT MANAGER												
Address	9-11 Stockroos Street Squarehill Park Kimberley 8301												
Tel:	079 887 7958												
Fax	N/ A												
E-mail	ericksena@ncpg.gov.za												
F.1.5.2	<p>Insert the following:</p> <p>"..... tender offers, <u>save for all tenders being non responsive</u>, re-issue a tender covering</p>												
F.2.1	<p>For eligibility refer to Notice and Invitation to Tender T1.1.</p> <p>A contract will only be entered into with a tenderer who has in his employment management and supervisory staff satisfying the requirement of the scope of works for labour intensive competencies for supervisory and management staff – NOT APPLICABLE.</p>												

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	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of Submissions in a GENERAL BUILDING class of construction, in the grading mentioned in the Notice and Invitation to Tender (T1.1), are eligible to submit tenders.</p> <p>Tender offers scoring less than a minimum of 0. % in respect of the total evaluation points for quality will be regarded as non-responsive. THE PROVISION IS NOT APPLICABLE TO EVALUATION METHOD 1 & 2.</p> <table border="1"> <tr> <th>Description of quality criteria & sub criteria</th><th>Maximum number of tender evaluation points</th></tr> <tr> <td>NOT APPLICABLE FOR THIS TENDER – CIDB REQUIREMENTS WILL BE ACCEPTED / APPLY</td><td></td></tr> <tr> <td>TOTAL EVALUATION POINTS FOR QUALITY (MS)</td><td>100 POINTS</td></tr> </table>	Description of quality criteria & sub criteria	Maximum number of tender evaluation points	NOT APPLICABLE FOR THIS TENDER – CIDB REQUIREMENTS WILL BE ACCEPTED / APPLY		TOTAL EVALUATION POINTS FOR QUALITY (MS)	100 POINTS
Description of quality criteria & sub criteria	Maximum number of tender evaluation points						
NOT APPLICABLE FOR THIS TENDER – CIDB REQUIREMENTS WILL BE ACCEPTED / APPLY							
TOTAL EVALUATION POINTS FOR QUALITY (MS)	100 POINTS						
F .2.7	For particulars regarding A PRE-TENDER SITE INSPECTION MEETING, see Notice and Invitation to Tender T1.1						
F .2.12	<p>If a tenderer wishes to submit an own alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tender may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be a contractual obligation of the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respect with the Employer's standards and requirements.</p> <p>The modification Pricing Data must include an amount equal to 5% of the amount tenderer for the alternative offer to cover the Employer's cost of confirming the acceptability of the detailed design before it is constructed</p> <p>Alternative tender offer permitted: NO</p>						
F .2.12	The EMPLOYERS ADDRESS FOR DELIVERY of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1						
F.2.13.6 F .3.5	A two-envelope procedure will not be followed.						
F.2.15	The CLOSING TIME for submission of tender offers is as per Notice and Invitation to Tender T1.1						
F.2.16	The tender offer VALIDITY PERIOD is as per Notice and Invitation to Tender T1.1						
F.2.18	The tenderer will be required to submit a fully Priced Bill / Lump Sum tender document, with tender closing.						
F.2.19	Access shall be provided for inspection, tests and analysis as may be required by the Employer.						

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F.2.22	Not a requirement.
F.3.4.1 F.3.4.2.	The location for opening of the tender offers, immediately after closing time thereof shall be at: Northern Cape Office of the Premier T&I Building 69 Memorial Road Monuments Heights Kimberley 8301
F.3.11.1	<p>The procedure for the evaluation of responsive tender is</p> <ul style="list-style-type: none"> • Method 1: Financial offer • Method 2: Financial offer and preferences • Method 3: Financial offer and quality • Method 4: Financial offer, quality and preferences <p style="text-align: right;">METHOD 2 - will apply for this tender.</p>
F.3.11	<p>Scoring the Financial Offer:</p> <p>$P_s = NEP + W_c$ (calculated separately for each tender offer)</p> <p>The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:</p> $W_c = W_3 \left(1 + \frac{(P - P_m)}{P_m} \right)$ <p>where</p> <p>W_3 = The number of tender evaluation points for quality and financial offer and equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000. <p>P = The price of the financial offer of the submission under consideration.</p> <p>P_m = The price of the financial offer of the submission of the lowest acceptable tender.</p> <p>W_c = Points allocated for price of tender under consideration.</p> <p>Scoring for Preferences:</p> <p>In terms of the Preferential Procurement Regulations 2011 preferences points for B-BBEE level of contribution are calculated on their B-BBEE Status Level of Contribution in the industry.</p> <p>Tender evaluation points will be awarded to tenderers who completes the preferencing schedule and who is found to be eligible for the preference claimed.</p> <p>Points for Direct Preference will be calculated according to the B-BBEE Status Level of Contribution of the tender under consideration as a per the points stated in the Notice and Invitation to Tender T1.1 and claimed in this form.</p> <p>Calculate Total tender Evaluation Points:</p> <p>The point calculated for price will be added to the point scored for preference for each individual tender offer.</p>
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector; and b) The tenderer has not: <ol style="list-style-type: none"> 1. abused the Employer's Supply Chain management System; or 2. Failed to perform on any previous contract and has been given a written notice to this effect.
F.3.18	Provide to the successful tender one copy of the signed contract document.

PART T2: RETURNABLE DOCUMENTS

T2.1- List of Returnable Documents

LIST OF RETURNABLE DOCUMENTS

2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name		Number of pages issued	Returnable document
C 1 1	Form of Offer and Acceptance (Refer to Index)	4 Pages	<input checked="" type="checkbox"/> Yes
T 2. 2-1	Resolution of Board of Directors (Refer to Index)	1 Page	<input checked="" type="checkbox"/> Yes
T2. 2-2	Resolution of Board of Directors to enter into consortia or JV's (Refer to Index)	2 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-3	Special Resolution of Consortia or JV's (Refer to Index)	3 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-4	Schedule of proposed sub-contractors (Refer to Index)	1 Page	<input checked="" type="checkbox"/> Yes
T2. 2-5	Capacity of Tenderer (Refer to Index)	3 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-6	Site Inspection Meeting Certificate (Refer to Index)	1 Page	<input checked="" type="checkbox"/> Yes
T2. 2-7	Bidders Disclosure	3 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-10	Compulsory Enterprise Questionnaire	2 Pages	<input checked="" type="checkbox"/> Yes
	Priced Bill of Quantities	Pages	<input checked="" type="checkbox"/> Yes

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name		Number of pages issued	Returnable document
T2. 2-6	Preference Certificate (NCP6.1)	6 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-11	Record of Addenda to tender documents (Refer to Index)	1 Pages	<input checked="" type="checkbox"/> Yes
T2. 2-12	Particulars of Electrical Contractor (Refer to Index)	1 Pages	<input checked="" type="checkbox"/> Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name		Number of pages issued	Returnable document
Form of construction guarantee (Refer to index)		Pages	<input checked="" type="checkbox"/> Yes

Resolution of Board of Directors

RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to DEPARTMENT OF TRANSPORT, SAFETY AND LIASON in respect of the following project:

(project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows : _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Resolution of Board of Directors to Enter into Consortia or Joint Ventures

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

3. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to DEPARTMENT OF TRANSPORT, SAFETY AND LIASON in respect of the following project:

(Project description as per Bid /Tender Document)

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

4. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

PROJECT: REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE
NCDTSL01/2024/25

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Special Resolution of Consortia or Joint Ventures

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the DEPARTMENT OF TRANSPORT, SAFETY AND LIASON in respect of the following project:

(Project description as per Bid /Tender Document)

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

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NCDTSL01/2024/25

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

E-mail address : _____

Business address: _____

_____ (code)

Postal Address: _____

_____ (code)

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NCDTSL01/2024/25

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Schedule of Proposed Subcontractor

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
 We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council and/or with the CIDB (Construction Industry Development Board).

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
-----------------------	--

Capacity of Tenderer

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 NCDTSL01/2024

CAPACITY OF TENDERER

5. **WORK CAPACITY:** *(The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number

5.1. Provide full particulars of:

Machinery	Plant	Workshops
6.		

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7. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

7.1. Current projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commence- ment	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

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7.2. Previous projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name of Tenderer	Signature	Date

Preference Certificate

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

SPECIFIC GOAL	PERCENTAGE	SCORE	BIDDERS POINTS
RACE	100 %BLACK OWNED COMPANY	5	
	76%-99% BLACK OWNED COMPANY	3	
	50%-75% BLACK OWNED COMPANY	2	
	LESS THAN 50% BLACK OWNED COMPANY	0	
GENDER	100 % FEMALE OWNED COMPANY	5	
	76%-99% FEMALE OWNED COMPANY	3	
	50%-75% FEMALE OWNED COMPANY	2	
	LESS THAN 50% FEMALE OWNED COMPANY	0	
YOUTH (18-35 years)	100 % YOUTH OWNED COMPANY	5	
	76%-99% YOUTH OWNED COMPANY	3	
	50%-75% YOUTH OWNED COMPANY	2	
	LESS THAN 50% YOUTH OWNED COMPANY	1	
DISABILITY	100 % DISABILITY OWNED COMPANY	2	
	76%-99% DISABILITY OWNED COMPANY	1	
	50%-75% DISABILITY OWNED COMPANY	0	
LOCALITY	NORTHERN CAPE PROVINCE	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

Site Inspection Meeting Certificate

SITE INSPECTION MEETING CERTIFICATE

Project title:	REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE
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This is to certify that I, _____ representing
_____ in the company of
_____ visited the site on:

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DEPT Representative or Project Leader	Signature	Date

Name of Project Manager	Signature	Date

Bidders Disclosure

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

1. Bidder’s declaration

1.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of institution	State

1.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

1.2.1 If so, furnish particulars:
.....
.....

1.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

1.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

². Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Record of Addenda to Tender Documents

RECORD OF ADDENDA TO TENDER DOCUMENTS

14. I / We confirm that the following communications received from the DEPARTMENT OF TRANSPORT, SAFETY AND LIASON before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

15. I / We confirm that no communications were received from the DEPARTMENT OF TRANSPORT, SAFETY AND LIASON before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

Particulars of Electrical Contractor

PARTICULARS OF ELECTRICAL CONTRACTOR

We confirm that the Electrical Contractor contracted to construct are registered with the Electrical Contracting Board of SA and with the CDB (Construction Industry Development Board) in their class of construction.	
Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

Local Content Declaration

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:211 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where:

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.dti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and Form L (Annex C, D and E) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Steel value-added construction material products	
Fabricated Structural Steel	100%
Joining/Connecting Components	100%
Roof and Cladding	100%
Fasteners	100%
Wire Products	100%
Ducting and Structural Pipework	100%
Gutters, downpipes & launders	100%
Primary steel construction material products	
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated coils	100%
WireRod and Drawn Wire	100%
Reinforcing bars	100%
Electrical cable material products	
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

3. Does any portion of the services, works or goods offered have any imported content?

YES		NO		<i>Tick applicable box</i>
------------	--	-----------	--	-----------------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid 08 December 2027.

The relevant rates of exchange information is accessible on www.reservebank.co.za
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

4. Were the Local Content Declaration Templates (Annex C (Form A3.6), D and E) audited and certified as correct?

YES		NO	
-----	--	----	--

Tick applicable box

4.1 If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

- 5 Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name Institution):

.....

N.B.:

- 1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of bidder.
- 2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.dti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declarations C, D and E, should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned (full names),

do hereby declare, in my capacity as

of (name of bidder entity)
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	...%
Local content %, as calculated in terms of SATS 1286:2011	...%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentage for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E.

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2027 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE:

WITNESS No. 1:

DATE:

WITNESS No. 2:

DATE:

FORM L: LOCAL CONTENT DECLARATION

(C1)	Tender No.		
(C2)	Tender description:		
(C3)	Designated product(s)		
(C4)	Tender Authority:		
(C5)	Tendering Entity name:		
(C6)	Tender Exchange Rate:	Pula	EU
(C7)	Specified local content %		

GBP

(C20) Total tender value			
(C21) Total Exempt imported content			
(C22) Tender value net of exempt imported content			
(C23) Total Imported content			
(C24) Total local content			
(C25) Average local content % of tender			

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

Note: VAT to be excluded from
all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary	
Tender Qty	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above						

Signature of tenderer from Annex B

Date:

This total must correspond with
Annex C - C 23

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

This total must correspond with Annex C - C24

Date: _____

Compulsory Enterprise Questionnaire

6. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Attach to this form the most recent financial statements of the tendering entity.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

CSD Number.....

SARS Pin.....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature
- ☐ an employee or a member of board of directors of cidb

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature
- ☐ an employee or a member of board of directors of CIDB

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

THE CONTRACT

PART C1: CONTRACT DATA

Contract Data: JBCC 2000 Principal Building Agreement

CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

CONTRACT DATA

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [] brackets</p>
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42.0	Part 1: Contract Data completed by the Employer:
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p><u>Employer:</u></p> <p>DEPARTMENT OF TRANSPORT, SAFETY AND LIASON</p> <p><u>Postal address:</u></p> <p>Department of Transport Safety & Liaison Ocean Echo Building, 02 Cnr Sidney & Lennox Street, Kimberley</p> <p>8301Tel: 053 839 2100</p> <p><u>Physical address:</u></p> <p>Department of Transport Safety & Liaison Ocean Echo Building, 02 Cnr Sidney & Lennox Street, Kimberley 8301</p>

[1.2]

<p>42.1.2 [1.1, 5.1]</p>	<p>Project Leader</p> <p>Agent's service: Project Leader</p> <p>Postal address: Tebogo Leon Tume Office Complex 9-11 Stockroos Sreet Squarehill Park Floors 8301</p> <p>Tel: 053 839 2100 Fax: N/A email: ericksena@ncpg.gov.za</p>
<p>[1.1]</p>	<p><u>Representative of the Employer:</u></p> <p>Project Leader: Angelo Ericksen</p> <p>Postal address: 9 - 11 Stockroos Street Squarehill Park Kimberley 8301</p> <p>Tel: 053 893 2100 Cell: 079 8877598 email: ericksena@ncpg.gov.za</p>
<p>42.1.3 [1.1, 5.2]</p>	<p>Agent (1): N/A</p> <p>Agent's service: N/a</p> <p>Postal address: Tel: 010 597 7811 Fax: email:</p>
<p>42.1.3 [1.1, 5.2]</p>	<p>Agent (2): N/A</p> <p>Agent's service: N/A</p> <p>Postal address: Tel: Fax: N/A email:</p>
<p>42.1.3 [1.1, 5.2]</p>	<p>Agent (3): N/A</p> <p>Agent's service: N/A</p> <p>Postal address:</p> <p>Tel: Fax: N/A email:</p>

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#]	4) Dispute resolution by litigation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[26.1.2 #]	5) Extended defects liability period applicable to the following elements: N/A
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: Completion will be as follows: The date for practical completion shall be 3 Months from the commencement date and the penalty per calendar day shall be R 1 000.00 for late completion.
42.2.8 [24.3.1] [28.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : NOT APPLICABLE Section 1: Section 2: insert description as may be applicable insert penalty amount Section 3: insert description as may be applicable insert penalty amount Section 4: insert description as may be applicable insert penalty amount
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	<p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10%</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the minimum sum of R (.....)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.2 [10.1 #, 10.2 #, 12.1 #]	<p>Supplementary insurance is required: Yes</p> <p>To the minimum value of the contract sum plus 10 %</p>
42.3.3 [11.1 #, 12.1 #]	<p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the sum of R insert amount (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the contractor</p> <p>For the sum of R insert amount (insert amount in words)</p> <p>With a deductible of R insert amount (insert amount in words)</p>

42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	<p>Bills of quantities / Lump sum document schedule of rates drawn up in accordance with:</p> <p><input checked="" type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended)</p> <p>Or</p> <p><input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999</p> <p>Or</p> <p><input type="checkbox"/> Other <i>SABS 1200 and the latest amendments thereof (Obtainable from the ASAQS offices in Midrand (Tel: 011 315 4140) or MBSA offices in Kimberley (Tel: 053 832 1762)) Specific Project Specification forming part of this document. It will take preference over any contradictory items in the standard SABS/SANS 1200.</i></p>
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No

<p>42.4.6 [31.5.3] [32.13]</p>	<p>The contract value is to be adjusted using CPAP indices: [No]</p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE - means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE - means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD - means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE - means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p>

	<p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p>Damage to the works</p> <p>(1) Without in any way limiting the contractor’s obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>(2) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>(3) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(4) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Add the following as 10.6</p> <p>Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p>
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	<p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion</p> <p>(5) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed</p> <p>(6) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p> <p>10.7 Add the following as 10.7</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs</p> <p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the site,</p>
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	<p>whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty- one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p>
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	<p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p>
	<p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p>

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

	<p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 contractor" and 32.5.7</p> <p>34.1 Remove #</p> <p>34.2 Add # next to 34.2</p> <p>34.8 The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate</p> <p>34.13 Replace "seven (7) calendar days" with "twenty-one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this</p>
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	<p>37.5 agreement either by the employer or the contractor; or for any reason whatsoever, and the contractor shall on written instruction, discontinue with the works on a date stated</p> <p>38.7 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”</p> <p>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120)” And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: “within one hundred and twenty (120) working days of completion of such a report”</p> <p>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change “(10)” to “(15)”</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>

42.5.2	The accepted contract sum inclusive of tax is R _____ Amount in words: _____
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>

42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (DTSL-10.3 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(6) cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(7) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DTSL-10.1 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

42.6	DOCUMENTS
42.6.1	<p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as:_____</p> <p>Lump sum document: : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as:_____</p> <p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as:_____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as:_____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(Attach additional pages if more space is required)</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Fixed Construction Guarantee – JBCC

FIXED CONSTRUCTION GUARANTEE
JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)

HEAD OF SUPPLY CHAIN MANAGEMENT
DEPARTMENT OF TRANSPORT, SAFETY AND LIASON

TO: The Manager
Supply Chain Management
Department of Transport Safety & Liaison
PO Box 168
Kimberley
8300

Sir,

**FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT
IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)**

1. With reference to the contract between _____
_____(hereinafter referred to as the “**contractor**”) and the DEPARTMENT OF TRANSPORT, SAFETY AND LIASON (hereinafter referred to as the “**employer**”), Contract/Tender No: NCDTSL01/2024 for the REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE

(hereinafter referred to as the “contract”) in the amount of R *insert amount*, (*insert amount in words*),
(hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer's** disposal the sum of R *insert amount*, (*insert amount in words*) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. This undertaking is neither negotiable nor transferable, and
- (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**; and
 - (c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF
_____ 202

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked
Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

Variable Construction Guarantee – JBCC

VARIABLE CONSTRUCTION GUARANTEE
JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)

HEAD OF SUPPLY CHAIN MANAGEMENT
DEPARTMENT OF TRANSPORT, SAFETY AND LIASON
NORTHERN CAPE

TO: The Manager
Supply Chain Management
Department of Transport Safety & Liaison
PO Box 168
Kimberley
8300

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000
(4.1 EDITION MARCH 2005)

5. With reference to the contract between _____

_____ (hereinafter referred to as the “**contractor**”) and DEPARTMENT OF TRANSPORT, SAFETY AND LIASON, (hereinafter referred to as the “**employer**”), Contract/Tender No: NCDTSL01/2024 for the REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE

(hereinafter referred to as the “contract”) in the amount of R **insert amount, (insert amount in words)** (hereinafter referred as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R **insert amount, (insert amount in words)** being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

6. I / We advise that the **guarantor’s** liability in terms of this guarantee shall be reduced as follows:

- (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
- (b) From and including the day after the date of the last **certificate of practical completion** and up to and including the date of the last **final completion** certificate, the **guarantor’s** liability will be reduced to 3% of the value of the works (excluding VAT);
- (c) From and including the day after the date of the last **final completion** certificate and up to and including the date of settlement of the amount in the last final **payment certificate**, the **guarantor’s** liability will be reduced to 1% of the value of the works (excluding VAT);
- (d) This guarantee shall expire on the date of payment of the amount in the last final payment certificate.

7. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia*; *non causa debiti*; *excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- (c) Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 - (d) The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 - (e) The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
 - (f) This undertaking is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above; and
 - © shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 202__

AS WITNESS
3. _____
4. _____

By and on behalf of

(insert the name and physical address of the guarantor)
NAME: _____
CAPACITY: _____
(duly authorized thereto by resolution attached marked Annexure A)
DATE: _____

- D. No alterations and/or additions of the wording of this form will be accepted.
- E. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- F. This GUARANTEE must be returned to: _____

PART C3: SCOPE OF WORKS

Scope of Works – JBCC

SCOPE OF WORKS
JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)

PROJECT	REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE
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C3. Scope of Works

EXTENT OF THE WORKS

The scope of works consists of REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE, which are replacement of ceilings, paintwork, removal of asbestos roof and replacing it with a corrugated roof sheets. The works also includes electrical, fire protection and mechanical installations.

ORDER OF THE WORKS

Shall be conventional construction methods as per SANS and to comply with construction regulations.

ACCESS

The site is in Colesberg. Access to the premises will be pointed out by the representative of the department on site.

Health and Safety Specification

STANDARD HEALTH AND SAFETY SPECIFICATION

Standard Bills

These specifications shall be used in conjunction with all other applicable Health and Safety specifications, Legislation as in Occupational Health and Safety Act no. 85 of 1993 as amended by Act no.181 of 1993, the Construction Regulations as promulgated on 18 July 2003 and incorporated into the OHS Act by Government Notice No. R1010 published in Government Gazette 25207, General Safety Regulations as promulgated on 18 July 2006 and incorporated into the OHS Act by Government Notice No. 1010 published in Government Gazette 25207 and all other relevant regulations incorporated into the OHS Act as well as ISO 9 000, all Environmental legislation such as:

- Environment Conservation Act No. 73 of 1989
- National Water Act No. 36 of 1998
- Hazardous Substances Act No. 15 of 1973
- Atmospheric Pollution Prevention Act No.45 of 1965
- Physical Planning Act 88 of 1967

GENERAL

- Client

The Client, DEPARTMENT OF TRANSPORT, SAFETY AND LIASON, shall execute his duties as per Regulation 4 of the Construction Regulations of 2003 that states *inter alia*, the following:

1. A client shall be responsible for the following in order to ensure compliance with the provisions of the Act-
 - (a) Prepare health and safety specifications for the construction work, and provide any Contractor who is making a bid or appointed to perform work for the client with the same;
 - (b) Appoint each Contractor in writing for the project or part thereof on a construction site;
 - (c) Take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site. Provided that the steps taken, shall include periodic audits at intervals, mutually agreed upon between the client and the Contractor, but at least once every month;
 - (d) Stop any Contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan;
 - (e) Ensure that where changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
 - (f) Ensure that every Contractor is registered and in good standing with the Compensation fund or with a licensed compensation insurer prior to commencing on site.
 - (g) Ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during construction process.

Therefore, the following specifications from the Client to the Contractor:

- Each and every Contractor shall make the following appointments and provide the necessary training accordingly:

- (a) Construction Works Supervisor
- (b) Health and Safety Representatives
- (c) Health and Safety Committee
- (d) Machinery Supervisor
- (e) Excavation Inspector
- (f) And all the necessary appointments as per the OHS Act and the relevant Regulations

All appointments should be completed before work commencement, signed, dated and completed in full, be fully explained to the nominated individual and should be at all times displayed on Site Notice Board that will have to be at least 600mm by 800mm.

- The Site Notice Board should also ***inter alia***, have the following information on it:
 - a. Site regulations concerning safe working procedures
 - b. Information on the nearest first-aid station
 - c. Ambulance
 - d. Doctor
 - e. CSO's number and
 - f. Other relevant persons
- Each and every Contractor shall give notification of Construction work to the Office of the Department of Labour **PRIOR** to commencement of work.
- Each Contractor shall provide the Client with a Pre Site establishment checklist
- Each Contractor shall to monthly safety audits on the project and provide the Client with a copy thereof
- Each Contractor shall provide to the Client a Health and Safety Representative inspection checklist and ensure that Health and Safety representatives do inspections at least on a monthly basis
- Each Contractor shall provide and demonstrate to the Client a Health and Safety management policy
- As per the General Safety Regulations Regulation 4 as contemplated in the Basic Conditions of Employment Act, No. 3 of 1983, have the relevant amount of trained First-Aiders on site.
- In terms of Regulation 3 of the General Safety Regulations, provide a first-aid box or boxes on the premises of work
- In terms of Section 23 of the OHS Act, provide all workers at all times, with the necessary PPE.
- In terms of the Facilities Regulations provide the necessary facilities such as proper ablution, during space, lockers and any other item as per the Facilities Regulations that is necessary to carry out the work safely and without risk to the health of the workers.
- Keep an incident record book on site at all times.

SAFE WORKING LOADS

The Contractor shall ensure that where applicable:

- safe working loads of hoists, load bearing beams and cranes are prominently displayed at all times.
- The safe working loads are not exceeded under any circumstances.
- All lifting gear is marked with a unique identity number and recorded in a register

ELECTRICAL EQUIPMENT AND PROCEDURES USED BY THE CONTRACTOR

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor. And the inspections shall be logged. The frequency of inspections shall be determined by the Client. A record of the inspections shall be kept and shall be made available to the Client on request

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

COMMISSIONING SAFETY PRECUATIONS

The Contractor shall ensure that wherever repairs, adjustments of any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.

A Certificate of Completion by a qualified master electrician will be issued after electrical work is completed.

TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

A designated route as well as a dumping site will be identified for the transportation and disposal of waste material by the service provider.

INDEMNITY OF THE CLIENT AND HIS AGENTS

Annexure A to this Specification contains a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85/93, as amended, which agreement shall be entered into and duly signed by both the Client and the Contractor prior to commencement of work. A copy of the signed agreement shall be included in the Contractor's Health and Safety Plan.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice observation, proposal, request, test or similar act by either the Client or any of his

Agents, including lack of disapproval, shall not relieve the Contractor from any responsibility he has under the Act and the relevant regulations (Construction Regulation), including responsibility for errors, omissions, discrepancies and non-compliance.

SPECIFIC REQUIREMENTS

Design

No significant hazards can be identified which have not been considered in the detailed design. However, hazard must be anticipated that are due to and arising from shoddy and careless workmanship and unconventional construction methods used by semi-qualified and unqualified craftsmen during skills transfer.

Work sequences are a logical progression of the construction of a building under consideration of the tender documentation, National Building Regulations, Regulations, the Standard Occupational Health and Safety Specifications, other specifications and manufacturers' instructions.

Security

The Contractor's material and whole site must be properly secured.

Existing environment

The surrounding roads and properties will be pointed out to the Contractor at site handover.

If the flow of traffic is in no way going to be hampered by the contractor's work, the necessary traffic authorities must be immediately informed.

Existing services

All known services will be pointed out at site handover.

Contractors must recognize that all services on the site must be expected to be "live" and potentially critical to the safe functioning of the works. Precautions for any work on or near them should be identified, planned, approved and taken accordingly.

In the event that previously unidentified services are discovered, Contractors shall immediately refer detail of location, suspected condition and status to the Client and await instruction. On no account must any services be interfered with without specific instruction and authority.

Ground conditions

Geotechnical investigations to be done prior commencement of works

Related restrictions affecting health and safety

Being in a residential area, normal daytime working hours are to be adhered to in order to minimize disturbance to surrounding residences.

No unauthorized blasting in a residential area will be done without authorization from the client.

Control of pollution

All rubble, refuse, etc. is to be disposed of in accordance with the municipal by-laws.

Needed to mention, the above mentioned health and safety specifications should be used in accordance with the standard specifications as can be found in the existing tender document of the Client.

The Client can and will, if necessary and in the interest of health and safety, amends the above mentioned specifications.

An identified and agreed dumping site will be used in case of hazardous material. A disposal certificate will be issued by the contractor after disposal.

- **Principal Contractor and Contractor**

In terms of Regulation 5 of the Construction Regulations, after receiving the health and safety specifications from the Client, the Principal Contractor shall provide and demonstrate to the Client a Health and Safety Plan. This Health and Safety Plan shall indicate that the (Contractor) shall perform, but is not limited to, the following duties:

GENERAL REQUIREMENTS

- Administration
- Appointments
- Safety committees
- Registers, Checklists and permits
- Incident management
- Emergency planning
- Contractors
- Risk assessment
- Audits
- Hazardous substance control
- Training
- Additional requirements
- Planning

Annexure:

The following annexures should be attached to the Health and Safety Plan and the format should be agreed upon between the Client and the Contractor:

- Pro forma for Construction Works Supervisor appointment
- Pro forma for Health and Safety Representative Appointment and his IOSH membership
- Pro forma for Machinery Supervisor appointment
- Pro forma for Excavation Inspector appointment
- Pro forma for Notification of Construction Work
- Pro forma – Pre Site Inspection Checklist
- Monthly Safety Audit Checklist
- Health and Safety Representative Inspection checklist
- Health and Safety Management Policy

CONCLUSION

The objectives of this document is to outline all necessary procedures required to implement and maintain a comprehensive Occupational Health and Safety System for Construction Projects in line with specifications prescribed by the DEPARTMENT OF TRANSPORT, SAFETY AND LIASON.

It is general business imperative of the DEPARTMENT OF TRANSPORT, SAFETY AND LIASON to understand and embrace safe working procedures. Violations of simple safety procedures can lead to injury and even loss of life. Every accident, no matter how minor, can be translated into costs against the Project. These costs are both direct (damage to property, medical expenses, etc.) and indirect (investigation proceedings, disruption of work, delay in program, plant replacements, etc).

In order for an easier understanding of legislative requirements in particular with regard to the Construction Regulations this proposed planning document has been compiled in a very simplistic manner. It will therefore not focus on each and every scenario that may arise and does not intend to convey all requirements of statutes other than the following:

1. Occupational Health and Safety Act No. 85/93 as amended by Act No. 181/93
2. Incorporated Regulations of the Act – Construction Regulations of 2003
3. Relevant SABS codes of the Practice as per Section 40 of the OHS Act.
4. Compensation for Occupational Injury and Diseases Act no. 130 of 1993 as amended.

STANDARD ABBREVIATIONS

OCCUPATIONAL HEALTH AND SAFETY

ITEM	TERM	ABBREVIATION
1	Health and Safety	H&S
2	Occupational Health and Safety	OHS
3	Safety Health and environment Representative	SHE REP
4	Hazard Identification and Risk Assessment	HIRA
5	Personal Protective Equipment	PPE
6	General Administrative Regulations	GAR
7	Facilities Regulations	FR
8	General Safety Regulations	GSR
9	Environmental Regulations	ER
10	Electrical Installation Regulations	EIR
11	Asbestos Regulations	AR
12	Driven Machinery Regulations	DMR
13	General Machinery Regulations	GMR
14	Electrical Machinery Regulations	EMR
15	Diving Regulations	DR
16	Lead Regulations	LR
17	Vessels under Pressure Regulations	VPR
18	Regulations for Hazardous Chemicals Substances	HAZCHEM Reg.
19	Major Hazard Installation Regulations	MHIR
20	Construction Regulations	CR
21	Mines Health and Safety Act	MHS ACT
22	Compensation for Occupational Injuries and Diseases Act	COIDA
23	South African Bureau of Standards	SABS
24	Construction Safety Officer	CSO
25	Medical Safety Data Sheet	MSDS
26	Tunneling Regulations	TR
27	Traffic Calming Devices	TCD
28	Environmental Impact Assessment	EIA
29	Hazardous Chemical Substances	HCS
30	Dangerous Goods	DG
31	Dry Chemical Powders	DCP

HEALTH AND SAFETY SPECIFICATION

BREAKDOWN OF MINIMUM EXPECTED COST ITEMS

CARRY TOTAL TO SECTION C, CLAUSE C11 OF PRELIMINARIES

NO	GENERAL REQUIREMENTS	STATUE	QUANTITY	RATE	AMOUNT
1	Contractor's Health and safety Plan	Regulation 5 of CR	1/site		
2	Contractor's full time construction Supervisor	Regulation 6(1) of CR	1/site		
3	Risk Assessment	Regulation 7(1)	1/site		
4	Fall protection plan	Regulation 8(1)	1/site		
5	Demolition work	Regulation 12 (1) of CR	1		
6	Scaffolding and suspended platforms supervisor (Full time)	Regulation 14(1) of CR	1		
7	Construction welfare facilities	Regulation 28(1)	1		
8	Health and safety induction	Section 13 of OHS ACR 85/93	1		
9	Trained health and safety representatives	Section 17 and 18 of OHS ACT 85/93	2 rep for every ten employees		
10	Trained health and safety committee(s)	Section 19 and 20 of OHS ACT	At least one (1) Committee		
11	Provision of PPE for workers free of charge at employer's expense	Section 23 of OHS Act 85/93	All workers on site		
12	Provision of trained first-aiders full time on site	Regulation 3(94) of GSR	2 trained first-aiders for up to every 10 employees		
13	Log books including health and safety file full time on site	Regulation 8(1) of GAR	1		
14	Notices on site	Regulation 11(1) of GAR	3		
15	Safety straps, safety harnesses, safety rails and safety devices	Section 8 of OHS ACT 85/93			
16	Full time health and safety officer on site		1		
17	Compliance to Health Protocols related to the Covid-19: Must clearly be incorporated into the Health and Safety Plan (specify on separate page)	Regulation 18	1		
TOTAL EXCL VAT (CARRIED OVER TO PRELIMINARIES SECTION OF BOQ: PAGE 137: ITEM 113)					

PART C4: SITE INFORMATION

Site Information – JBCC

SITE INFORMATION
JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)

Project title:	REPAIRS AND RENOVATIONS AT COLESBERG WEIGHBRIDGE
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C4 Site Information

1. LOCATION AND ACCESS

N12, Colesberg

Please contact the project leader for confirmation of the site. The project leader for this project is: Angelo Ericksen, Cell: 079 8877 598 , email: ericksena@ncpg.gov.za or contact the implementing agent at 053 839 2100 for more information.

2. NATURE OF THE GROUND

Geotechnical investigations have not been conducted yet but will be done before commencement of construction works.

Tenderers / Bidders must however inspect the premises to make themselves thoroughly acquainted with the nature of the ground.

No claims whatsoever will be entertained spreading from a bidder that did not attend the site inspection meeting or did not familiarize himself with the conditions at the premises.

PART C2 : PRICING DATA

C2.2- Bills of Quantities

PROVISIONAL BILLS OF QUANTITIES
FOR
REPAIR AND RENOVATIONS AT COLESBERG WEIGHBRIDGE
FOR
Department of Transport, Safety and Liason

ARCHITECTS

Department of Roads and Public Works
9-11 Stockroos Street
Floors
Kimberley
8301

Tel. (053) 839 2100

Fax: (053) 839 2100

e Mail:

Principal Agent

Department of Roads and Public Works

Tel. (053) 839 2100

Fax: (053) 839 2100

e Mail:

QUANTITY SURVEYORS

Department of Roads and Public Works
Quantity Surveyors and Construction Consultants
Tebogo Leon Tume Complex
9-11 Stockroos Street
Squarehill Park
Floors
8301

Tel. (053) 839 2100

Fax: (053) 839 2109

e Mail: dmaqutyana@ncdrpw.com

SECTION NO. 1

PRELIMINARIES AND GENERAL

Amount

SECTION NO. 1

PRELIMINARIES AND GENERAL

MEANING OF TERMS 'TENDER / TENDERER'

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

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein.

The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause.

These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

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

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

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

A1.0 DEFINITIONS AND INTERPRETATION

1 Clause 1.0

Clause 1.1 Definition of "Commencement Date" is added:

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

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

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

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

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

Clause 1.1 Definition of "Corrupt Practice" is added:

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	<p>"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>Clause 1.1 Definition of "Fraudulent Practice" is added:</p> <p>"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> <p>"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p> <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p> <p>"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p>	
	<p><u>OBJECTIVE AND PREPARATION</u></p> <p><u>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</u></p>	
2	<p>Clause 2.0</p> <p><u>A3.0 DOCUMENTS</u></p>	Item
3	<p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p>	
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	<p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p><u>A4.0 DESIGN RESPONSIBILITY</u></p>	Item
4	<p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following: No clause.</p> <p><u>A5.0 EMPLOYER'S AGENTS</u></p>	Item
5	<p>Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p><u>A6.0 SITE REPRESENTATIVE</u></p>	Item
6	<p>Clause 6.0</p> <p><u>A7.0 COMPLIANCE WITH REGULATIONS</u></p>	Item
7	<p>Clause 7.0</p> <p>Note:</p> <p>A separate clause has been included in Section C:</p> <p>Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.</p> <p><u>A8.0 WORKS RISK</u></p>	Item
8	<p>Clause 8.0</p> <p><u>A9.0 INDEMNITIES</u></p>	Item
9	<p>Clause 9</p> <p><u>A10.0 WORKS INSURANCES</u></p>	Item
10	<p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p>	
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(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works

(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6

(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

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

(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor

(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion

(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed

(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works

10.7 High risk insurance

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		Amount
11	<p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above.</p> <p>The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs</p> <p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.</p> <p><u>A11.0 LIABILITY INSURANCES</u></p>	
	Clause 11.0	
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		Amount
12	<u>A12.0 EFFECTING INSURANCES</u>	Item
	Clause 12.0	
13	<u>A13.0 No clause</u>	
	<u>A14.0 SECURITY</u>	
13	Clause 14.0	
	Causes 14.1 - 14.8 are amended by replacing them with the following: 14.1 In respect of contracts with a contract sum up to R1 million the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) 14.1.1 The payment reduction of the value certified in the payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor 14.2 In respect of contractors with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6 or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from the commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected 14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum. (excluding VAT) has been selected: 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date. 14.3.2 Within twenty-one (21) calendar days of the date of practical completion of works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor 14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor. 14.3.5 The employer shall be entitled to recover the expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.	
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14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14	14.6.4 Where the employer has the right of recovery against the contractor in terms of 33.0 the employer may issue a written demand in terms of 33.4 or may recover from the payment reduction or may be both	
	14.7 Where security as payment reduction of ten per cent (10%) of the value certified in payment certificate (excluding VAT) has been selected:	
	14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)	
	14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provision of 33.4 in which event the employer's entitlement shall take precedence over his obligatons to refund the payment reduction or portions therof to the contractor	
	14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement	
	14.9 Should the contractor fail to furnish the security in terms of 14.2, the emplyer in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT) whereafter 14.7 shall be applicable	Item
	<u>EXECUTION</u>	
	<u>A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS</u>	
	Clause 15.0	
	Clause 15.1.1 is amended by replacing it with:	
	No clause	
	Clause 15.1.2 is amended by replacing it with:	
	The security selected in terms of 14.0	
	Clause 15.1 is amended by the addition of the following clause:	
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date	
Clause 15.2.1 is amended by replacing it with the following clause: Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4	Item	
15	<u>A16.0 ACCESS TO THE WORKS</u>	
	Clause 16.0	Item
	<u>A17.0 CONTRACT INSTRUCTIONS</u>	
	Clause 17.0	
	Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"	Item
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	<u>A18.0 SETTING OUT OF THE WORKS</u>		
17	Clause 18.0	Item	
	<u>A19.0 ASSIGNMENT</u>		
18	Clause 19.0	Item	
	<u>A20.0 NOMINATED SUBCONTRACTORS</u>		
19	Clause 20.0		
	Clause 20.1.3 is amended by replacing it with the following:		
	No clause		
	Note:		
	See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums	Item	
	<u>A21.0 SELECTED SUBCONTRACTORS</u>		
20	Clause 21.0 Clause 21 is amended by replacing it with:		
	No clause	Item	
	<u>A22.0 EMPLOYER'S DIRECT CONTRACTORS</u>		
21	Clause 22.0	Item	
	<u>A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</u>		
22	Clause 23.0	Item	
	<u>COMPLETION</u>		
	<u>A24.0 PRACTICAL COMPLETION</u>		
23	Clause 24.0	Item	
	<u>A25.0 WORKS COMPLETION</u>		
24	Clause 25.0	Item	
	<u>A26.0 FINAL COMPLETION</u>		
25	Clause 26.0		
	Clause 26.1.2 is amended by inserting "#" next to 26.1.2	Item	
	<u>A27.0 LATENT DEFECTS LIABILITY PERIOD</u>		
26	Clause 27.0	Item	
	<u>A28.0 SECTIONAL COMPLETION</u>		
27	Clause 28.0	Item	
	<u>A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION</u>		
28	Clause 29.0		
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		Amount
	Clause 29.2.5 is amended by replacing it with: No clause	Item
	<u>A30.0 PENALTY FOR NON-COMPLETION</u>	
29	Clause 30.0	Item
	<u>PAYMENT</u>	
	<u>A31.0 INTERIM PAYMENT TO THE CONTRACTOR</u>	
30	Clause 31.0	
	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"	
	Clause 31.8 is amended by replacing it with the following two alternative clauses: Alternative A	
	31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:	
	31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion	
	31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion	
	31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6	
	31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate Alternative B	
	31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments	
	31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion	
	31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion	
	31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6	
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	<p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer.</p> <p>In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the employer giving the contractor a tax invoice for the amount due</p> <p><u>A32.0 ADJUSTMENT TO THE CONTRACT VALUE</u></p>	
31	<p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the contractor"</p> <p><u>A33.0 RECOVERY OF EXPENSE AND LOSS</u></p>	Item
32	<p>Clause 33.0</p> <p><u>A34.0 FINAL ACCOUNT AND FINAL PAYMENT</u></p>	Item
33	<p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1</p> <p>Clause 34.2 is amended by removing "#" next to 34.2</p> <p>Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</p> <p>Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p><u>A35.0 PAYMENT TO OTHER PARTIES</u></p>	Item
34	<p>Clause 35.0</p> <p><u>CANCELLATION</u></p> <p><u>A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</u></p>	Item
35	<p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p>	
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36	<p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site.</p> <p>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</p> <p><u>A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</u></p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site.</p> <p>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</p>	Item
	<p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p><u>A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</u></p>	Item
	<p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site.</p> <p>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</p> <p><u>A39.0 CANCELLATION - CESSATION OF THE WORKS</u></p>	Item
38	<p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report"</p>	Item
	<p><u>DISPUTE</u></p> <p><u>A40.0 DISPUTE SETTLEMENT</u></p>	
39	<p>Clause 40.0</p>	
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	<p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p><u>SUBSTITUTE PROVISIONS</u></p> <p><u>A41.0 STATE CLAUSES</u></p>		
40	Clause 41.0	Item	
	<p><u>CONTRACT VARIABLES</u></p> <p><u>A42.0 THE SCHEDULE (DPW-04EC)</u></p>		
41	Clause 42.0		
	Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract	Item	
	<u>SECTION B: JBCC PRELIMINARIES</u>		
	<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
42	B1.1 Definitions and interpretation		
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section.	Item	
	<u>B2.0 DOCUMENTS</u>		
43	B2.1 Checking of documents	Item	
44	B2.2 Provisional bills of quantities	Item	
45	B2.3 Availability of construction documentation	Item	
46	B2.4 Interests of agents	Item	
47	B2.5 Priced documents	Item	
48	B2.6 Tender submission		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"	Item	
	<u>B3.0 THE SITE</u>		
49	B3.1 Defined works area	Item	
50	B3.2 Geotechnical investigation	Item	
51	B3.3 Inspection of the site	Item	
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52	B3.4 Existing premises occupied	Item	
53	B3.5 Previous work - dimensional accuracy	Item	
54	B3.6 Previous work - defects	Item	
55	B3.7 Services - known	Item	
56	B3.8 Services - unknown	Item	
57	B3.9 Protection of trees	Item	
58	B3.10 Articles of value	Item	
59	B3.11 Inspection of adjoining properties	Item	
	<u>B4.0 MANAGEMENT OF CONTRACT</u>		
60	B4.1 Management of works	Item	
61	B4.2 Programme for the works	Item	
62	B4.3 Progress meetings	Item	
63	B4.4 Technical meetings	Item	
64	B4.5 Labour and plant records	Item	
	<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>		
65	B5.1 Samples of materials	Item	
66	B5.2 Workmanship samples	Item	
67	B5.3 Shop drawings	Item	
68	B5.4 Compliance with manufacturers' instructions	Item	
	<u>TEMPORARY WORKS AND PLANT</u>		
69	B6.1 Deposits and fees	Item	
70	B6.2 Encloser of the works	Item	
71	B6.3 Advertising	Item	
72	B6.4 Plant, equipment, sheds and offices	Item	
73	B6.5 Main notice board	Item	
74	B6.6 Subcontractors' notice board	Item	
	<u>B7.0 TEMPORARY SERVICES</u>		
75	B7.1 Location	Item	
76	B7.2 Water	Item	
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77	B7.3 Electricity	Item	
78	B7.4 Telecommunication facilities	Item	
79	B7.5 Ablution facilities	Item	
	<u>PRIME COST AMOUNTS</u>		
80	B8.1 Responsibility for prime cost amounts	Item	
	<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>		
81	B9.1 General Attendance	Item	
82	B9.2 Special Attendance	Item	
83	B9.3 Commissioning - fuel, water and electricity	Item	
	<u>B10.0 FINANCIAL ASPECTS</u>		
84	B10.1 Statutory taxes, duties and levies	Item	
85	B10.3 Adjustment of preliminaries		
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document"	Item	
86	B10.4 Payment certificate cash flow	Item	
	<u>B11.0 GENERAL</u>		
87	B11.1 Protection of the works	Item	
88	B11.2 Protection/isolation of existing/sectionally occupied works	Item	
89	B11.3 Security of the works	Item	
90	B11.4 Notice before covering work	Item	
91	B11.5 Disturbance	Item	
92	B11.6 Environmental disturbance	Item	
93	B11.7 Works cleaning and clearing	Item	
94	B11.8 Vermin	Item	
95	B11.9 Overhand work	Item	
96	B11.11 As built information	Item	
97	B11.12 Tenant installations	Item	
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<p><u>B1.0 DEFINITIONS AND INTERPRETATION</u></p>		
<p><u>SCHEDULE OF VARIABLES</u></p>		
<p><u>Schedule of variables:</u></p>		
<p>98 This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries. Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>		
<p><u>12.1 PRE-TENDER INFORMATION</u></p>		
<p>12.1.1 Provisional bills of quantities</p>		
<p>[2.2] The quantities are provisional (Yes/No) = Yes</p>		
<p>12.1.2 Availability of construction documentation</p>		
<p>[2.3] Construction documentation is not complete (Yes/No) = Yes</p>		
<p>12.1.3 Interests of agents</p>		
<p>[2.4] Details: ----- ----- -----</p>		
<p>12.1.4 Defined works area</p>		
<p>[3.1] Details: ----- ----- -----</p>		
<p>12.1.5 Geotechnical investigation</p>		
<p>[3.2] Details = There is no investigation attached nor carried out on site</p>		
<p>12.1.6 Existing premises occupied</p>		
<p>[3.4] Specific requirements:</p>		
<p>12.1.7 Previous work - dimensional accuracy</p>		
<p>[3.5] Details: The contractor is responsible for the accuracy and in the event that existing work done prior to the site possession is inaccurate, the contractor is to inform the principal agent immediately</p>		
<p>12.1.8 Previous work - defects</p>		
<p>[3.6] Details:</p>		
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12.1.9 Services - known

[3.7] Details:

12.1.10 Protection of trees

[3.9] Specific requirements:

The contractor is to preserve all trees on site and is to request instruction from the Principal Agent where trees are constricting the work areas or progress of work.

12.1.11 Inspection of adjoining properties

[3.11] Specific requirements:

The contractor is to ensure that no harm comes to adjoining buildings or property during the progress of the works.

12.1.12 Enclosure of the works

[6.2] Specific requirements:

The contractor is to enclose the works in the manner necessary to prevent members of the public, the client's workers or any other persons from being hurt due to coming into areas where construction activities are under way.

12.1.13 Offices

[6.4.3] Specific requirements:

The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings.

The office shall be kept clean and fit for use at all times.

Defined works area

12.1.14 Main notice board

[6.5] Specific requirements:

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering

12.1.15 Subcontractors' notice board

[6.6] A Notice Board is required (Yes/No) = No

No Specific requirements: Not Applicable

12.1.16 Water [7.2]

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Option A - by Contractor = Option A Applicable

Option B - by employer (free of charge)

Option C - by employer (metered)

12.1.17 Electricity [7.3]

Option A - by Contractor = Option A Applicable

Option B - by employer = (free of charge)

Option C - by employer = (metered)

12.1.18 Telecommunications

[7.4] Telephone (Yes/No) = Yes

Facsimile (Yes/No) = No

12.1.19 Ablution facilities

[7.5] Option A (by contractor) (Yes/No) = Option A Applicable

Option B (by employer) (Yes/No) = No

12.1.20 Protection of existing/sectionally occupied works

[11.2] Protection is required (Yes/No) = Yes

12.1.21 Special attendance

[9.2] Subcontractor (1) details = Not applicable

12.1.22 Protection of the works

[11.1] Specific requirements:

All precautions are to be taken to prevent damage or harm to the works. The client is to be indemnified against any and all eventualities. The existing buildings are to be insured against damage by the employer. However the contractor is to take all necessary precautions to prevent damage to existing buildings and property whilst he is in possession of the site.

12.1.23 Disturbance

[11.5] Specific requirements:

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

12.1.24 Environmental disturbance

[11.6] Specific requirements:

The contractor is to ensure that no environmental damage occurs on or over the site during the execution of the works and whilst he is in possession of the site. All precautions are to be taken to ensure that the water, soil, vegetation and air on and over the site are not contaminated whilst the contractor is in possession of the site.

12.2 POST-TENDER INFORMATION

12.2.1 Payment of preliminaries

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<p>[10.2] Option A (prorated) (Yes/No) = Yes Option B (calculated) (Yes/No) 12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (Yes/No) = Yes Option B (detailed breakdown) (Yes/No) 12.2.3 Additional agreed preliminaries items Details: ----- ----- -----</p> <p><u>SECTION C: SPECIFIC PRELIMINARIES</u></p> <p><u>Section C: Specific Preliminaries:</u></p> <p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p> <p><u>C1 CONTRACT DRAWINGS</u></p> <p>99 * The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent.</p> <p><u>C2 GENERAL PREAMBLES</u></p> <p>100 The document "Specification of Materials and Methods to be used (PW371-A) and (PW371-B)" is obtainable on the Department's website http://www.publicworks.gov.za/PDFs/consultants_docs/2013/2/PW371-A%20General%20Specification%20edition%202.0_July_2013.pdf and http://www.publicworks.gov.za/PDFs/consultants_docs/2013/2/PW371-B%20Particular%20Specification%20edition%202.0%20July2013.docx under "Consultants Guidelines), and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used</p> <p><u>C3 TRADE NAMES</u></p> <p>101 Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>		
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	<u>C4 IMPORTED MATERIALS AND EQUIPMENT</u>	
102	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer) Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)	Item
	<u>C5 VIEWING THE SITE IN SECURITY AREAS</u>	
103	The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes	Item
	<u>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</u>	
104	As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account	Item
	<u>C7 ENTRANCE PERMITS TO SECURITY AREAS</u>	
105	As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer	Item
	<u>C8 SECURITY CHECK OF PERSONNEL</u>	
	<u>Details:</u>	
106	The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works	Item
	<u>C9 PROHIBITION ON TAKING OF PHOTOGRAPHS</u>	
107	In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister	
	The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959	Item
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<u>C10 HIV/AIDS AWARENESS</u>		
It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document.		
Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained		
The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance.		
The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment		
<u>C10.1 AWARENESS CHAMPION</u>		
108	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	Item
<u>C10.2 AWARENESS WORKSHOPS</u>		
109	Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	Item
<u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u>		
110	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification	Item
<u>C10.4 ACCESS TO CONDOMS</u>		
111	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification	Item
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<u>C10.5 MONITORING</u>		
112	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification	Item
<u>C11 OCCUPATIONAL HEALTH AND SAFETY ACT</u>		
113	<p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance.</p> <p>The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p>	Item
114	<p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance.</p> <p>The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p>	
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	<p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained. Refer to the attached specification at the back of these bills of quantities</p> <p><u>EPWP</u></p> <p><u>Expanded Public works programme:</u></p> <p>115 The contractor is to keep records of labour in terms of labour employed and submit labour records from a reliable payroll system that corresponds with the South African law governing labour records.</p> <p>116 EPWP fourtnightly reporting:</p> <p>The Tenderer is to submit a monthly report on the template available from the Principal Agent at the site handover, which requires labour amounts spent and reported dermographically, geographically and also values spent on EPWP labour.</p> <p><u>CARTING OF WATER FOR CONSTRUCTION</u></p> <p><u>Carting of water on site</u></p> <p>117 The contractor is to make provision to cart water onto site as there maybe no suffitient water available on site.</p> <p><u>PORTFOLIO OF EVIDENCE</u></p> <p><u>GPS Tagged photos:</u></p> <p>118 The contractor shall use a camera with a function that adds GPS co-ordinates to the saved photos under the properties of the photo.</p> <p>If the photos are not showing the GPS co-ordinates matching those of the site address of this bid, then the photos cannot be used as evidence.</p> <p><u>Proof of Depths of foundation excavations:</u></p> <p>119 The contractor is to take and email to the Quantity Surveyor, GPS tagged photos of the:</p> <p>a) Excavation depths vs natural ground/ reduced level</p> <p>b) Top of footing vs natural ground/ reduced level</p> <p>c) Top of Surface bed vs natural ground/ reduced level</p> <p>Note:</p> <p>The above is to be taken at all external corners of the building, by means of a surveying staff.</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>
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		Amount
<p><u>ELECTRICAL INSTALLATION & OTHER SUBCONTRACTOR'S PRELIMINARIES</u></p> <p><u>Selected/Nominated/Domestic Subcontractors preliminaries and other indirect costs are to be priced herein under as there will be no compensation for extra preliminaries for the contractors subcontractors:</u></p>		
120	Fixed, Value and time related items	Item
<p>Section No. 1 Bill No. 1 Preliminaries</p>		<p>Carried To Section Summary</p> <p>R</p>
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PRELIMINARIES AND GENERAL

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SECTION NO. 2

BUILDING WORKS

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BUILDING WORKS</u> <u>BILL NO. 1</u> <u>ALTERATIONS [PROVISIONAL]</u> <u>SUPPLEMENTARY PREAMBLES</u> <p>Descriptions and preambles</p> <p>The full descriptions of the items and all preambles in other trades, shall, unless otherwise stated, be applicable to the relevant items in this trade.</p> <p>General In the taking down and removal of existing work, the utmost care is to be observed to avoid any structural or other damage to the remaining portion of the building.</p> <p>The contractor must provide for all strutting, shoring, supporting, etc., to stabilise the existing structure when alterations are in process.</p> <p>The utmost care is to be observed when existing electrical installation, electronic installation, water pipes, telephone and other services are encountered during the alterations and tampering with this services will not be allowed.</p> <p>The Representative/Agent must be given notice where disconnections or alterations to existing services are to be encountered.</p> <p>The contractor must prevent any nuisance from dust when work is in process.</p> <p>Repairing of existing work</p> <p>The contractor must allow for making good in all trades to existing work where damaged or disturbed by any alterations and/or removal of existing fixed and/or non-fixed structures with all necessary new materials to match existing and leave complete and perfect in every respect.</p> <p>Form new openings or alter existing openings</p> <p>Unless otherwise described, the wording "Form new openings" or "Alter existing openings" shall be deemed to include the breaking out of existing brickwork or blockwork, building up of new brickwork or blockwork, casting of new in-situ concrete, prestressed precast concrete lintels, formwork, strutting, etc., the building up of reveals or portions of the opening as described with brickwork or blockwork, toothing and bonding to existing work and making good of existing surfaces on both sides and reveals as described.</p>				
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	Unit	Quantity	Rate	Amount
<p>Building up of openings Unless otherwise described, the wording "Build up existing openings" shall be deemed to include for preparing of existing surfaces, building up brickwork or blockwork, toothing and bonding to existing brickwork or blockwork, wedging up of existing work and repairing of existing surfaces on both sides as described.</p> <p>Existing material to become property of the contractor</p> <p>All existing material from the alterations which are not described as "Re-use" or "Hand over" shall be deemed to be the property of the contractor.</p> <p>Existing material must be carted away and included in the rates</p> <p>Existing material from the alterations which are not described as "Re-use" or "Hand over" and all rubble, must be carted away on regular intervals and not stored on site.</p> <p>Existing material shall not be re-used No existing material shall be allowed to be re-used if not described as "Re-use.....".</p> <p>Existing material must be set aside for re-use</p> <p>Material described as "set aside for re-use" shall mean that special care must be taken in the removal of any material earmarked for re-use and must be stored in a dry and protected place, until it is needed. Damage to material earmarked for re-use during the removal, store and refixing thereof shall be for contractor's expense.</p> <p>Handing over of existing material</p> <p>Where existing materials are described as "Hand over.....", such material must be carefully removed and stored until handing over thereof to the Employer. The contractor must get an official receipt from the Employer when handing over material or articles to the Employer. The date of handing over of the specific materials or articles must be stated on the receipt. If the contractor cannot produce the receipt when needed, it will be assumed that the materials are in his possession and he will be held responsible by the Employer for the replacement value thereof and this amount will be deducted from any payment from the Employer to the contractor.</p> <p>Removal and/or disposal of asbestos</p> <p>The Contractor will remove and/or dispose all existing asbestos items in strict accordance with the regulations regarding the removal and disposal of asbestos laid down by the government.</p>				
<p>Carried to Collection</p>			R	
<p>Section No. 2</p> <p>Bill No. 1</p> <p>Alterations [provisional]</p>				

R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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<p>The Contractor will also refer and adhere to the Health and Safety Specification regarding the removal and/or disposal of asbestos.</p> <p>Rates for the removal and/or disposal of asbestos items shall be deemed to include for all prescribed regulations regarding removal and/or disposal of asbestos-related items.</p> <p>Service and repair</p> <p>The purpose of service and repair an item is to leave such an item in a perfectly working order on completion of the works, therefore the term "service and repair" includes a thorough inspection of the current working order of the item, identifying any defects and defect components, preparation of the affected area before rectifying the defects, rectifying the defects and replacing defect components with new components.</p> <p>-----</p> <p><u>REMOVE EXISTING WORK</u></p> <p><u>DOORS</u></p> <p><u>Take off and remove existing doors with and including frames from walls</u></p> <p>1 Timber single door and metal frame, overall approximately 900mm wide x 2100mm high, from one brick walls</p> <p>No 3</p> <p><u>GRILLES, GATES, ETC.</u></p> <p><u>Take off and remove existing steel grilles, gates, cages, etc. bolted to brick walls and/or concrete floors</u></p> <p>2 Steel security screen, size overall approximately 1300mm wide x 1500mm high, bolted to face brick wall</p> <p>No 3</p> <p>3 Steel security screen, size overall approximately 1000mm wide x 800mm high, bolted to face brick wall</p> <p>No 2</p> <p><u>FLOOR FINISHES</u></p> <p><u>Take up and remove existing floor finishes, including all underlays, bitumen, glue, cementitious adhesives and all other adhesives leaving the exposed surface free from any underlays, adhesives, debris, dirt, etc.</u></p> <p>4 Vinyl tiles, including timber skirtings and quadrants</p> <p>m² 50</p> <p>5 Ceramic floor tiles, including timber skirtings and quadrants</p> <p>m² 6</p> <p>Carried to Collection</p> <p>R</p> <p>Section No. 2</p> <p>Bill No. 1</p> <p>Alterations [provisional]</p>				

R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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	Unit	Quantity	Rate	Amount
<u>WALL FINISHES</u>				
<u>Hack up/off and remove existing tiles, including all cementitious adhesives and all other adhesives leaving the exposed surface free from any adhesives, debris, dirt, etc.</u>				
6 Ceramic tiles from plastered walls	m ²	1		
<u>CEILINGS</u>				
<u>Take down and remove existing fibre cement, gypsum or soft board ceilings</u>				
7 Nailed-up ceilings, complete with and including cornices, from existing timber brandering	m ²	56		
<u>FITTINGS</u>				
<u>Take out and remove fittings</u>				
8 Damaged floor cupboard, approximately 1250mm long x 600mm deep x 900mm high	No	1		
<u>SANITARY FITTINGS</u>				
<u>Take out/off and remove sanitary fittings, including disconnecting pipes from fittings and making good existing floor and wall structures (new floor and wall finishes elsewhere measured)</u>				
<u>From cement screeded floors and plastered walls</u>				
9 Vitreous China WC suite, comprising pan and uPVC cistern and steel cistern cage bolted to external face of adjacent external wall, complete with and including flush pipe, service pipes, stop cocks, angle regulating valves, sewer pipes, etc.; repair holes in brick wall (face brick external and plaster internal) where cistern, cistern cage and flush pipe are removed with and including 3:1 cement mortar, coloured to match colour of existing face brick, finished smooth and flush with adjacent plastered and face brick surfaces	No	2		
<u>From plastered walls</u>				
10 Wall mounted Vitreous China wash hand basin, complete with and including wall brackets, pillar taps, service pipes, traps, waste pipes, etc.	No	2		
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R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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		Unit	Quantity	Rate	Amount
<u>SANITARY PLUMBING</u>					
<u>Take out/off and remove waste pipes and pipe fittings (i.e. bends, junctions, etc.), traps, etc., including disconnecting pipes from fittings and making good existing floor and wall finishes</u>					
11	uPVC pipes not exceeding 50mm diameter from plastered walls	m	6		
12	Bib taps from plastered walls	No	2		
<u>MECHANICAL EQUIPMENT</u>					
13	Remove existing air conditioning unit, approximately 700mm wide 600mm high, from 230mm brick wall, including disconnection of electrical supply	No	1		
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Alterations [provisional]					

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>BUILDING WORKS</u>				
<u>BILL NO. 2</u>				
<u>ROOF COVERINGS</u>				
NOTE: The use of trade names simply serves to indicate a standard acceptable to the Principal Agent. Any other brand may be used with prior written approval of the Principal Agent				
NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors				
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
<u>0.8mm Z275 spelter galvanised IBR steel sheets in single lengths with "chromadek" finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins or rails</u>				
1 Roof covering with pitches not exceeding 25 degrees	m ²	92		
<u>0.8mm Z275 spelter galvanised IBR steel sheets accessories to preceding roof covering with "chromadek" finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins or rails</u>				
2 Ridge capping 650mm girth	m	10		
3 Valley covering 650mm girth	m	24		
<u>ROOF AND WALL INSULATION</u>				
4 Double sided reflective aluminium foil faced insulation barrier, with reflective facing to be exposed to roof sheets	m ²	56		
5 30mm Flexible faced polyisocyanurate insulation boarding, laid over purlins (at approximately 600mm centres) and fixed concurrent with roof covering, including holes through boards etc	m ²	56		
Carried To Section Summary			R	
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Bill No. 2				
Roof Coverings				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BUILDING WORKS</u> <u>BILL NO. 3</u> <u>CARPENTRY AND JOINERY</u> NOTE: The use of trade names simply serves to indicate a standard acceptable to the Principal Agent. Any other brand may be used with prior written approval of the Principal Agent NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere <u>Joinery</u> Descriptions of frames shall be deemed to include frames, transomes, rails, etc Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts <u>Decorative thermosetting plastic laminate covering</u> Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish <u>ROOFS ETC</u> <u>Sundries</u> 1 Two coats carbolineum on sawn timbers				
	m ²	148		
<u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u> <u>SUPPLEMENTARY PREAMBLES</u> Trusses are at maximum 900mm centres Roof coverings are on purlins Ceilings are plasterboard and fibre cement on 38 x 38mm brandering <div>Carried to Collection</div>				
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	Unit	Quantity	Rate	Amount
<p>Trusses are at maximum 1 500mm centres. Roof covering to be IBR (0.8mm) thick approved light industrial Z275 spelter "Chromadek" galvanised steel sheeting (by others). Gypsum plaster board and fibre cement ceilings and / or suspended ceilings will be installed below roof trusses (ceilings elsewhere measured)</p> <p>The dimensions in the descriptions of the roofs are scaled and are only a broad indication of the scope of the works. The contractor is required to obtain actual measurements from the Architect and/or the site before design or fabrication commences. Rates to include for complete roof structures including all fixing, hoisting, all rafter end splaying, wall plates, battens, edge battens, bracing, ridge rafters, valley rafters, etc</p> <p><u>DOORS ETC</u></p> <p><u>Wrought meranti doors hung to timber frames</u></p> <p>5 44mm 'C.K.S.' Framed batten door 2032 x 813mm high of 150 x 44mm top rail and stiles, 150 x 16mm middle ledge and braces and 230 x 22mm bottom ledge filled in with 22mm V jointed one side boarding filled in at the back with plywood veneer</p> <p><u>40mm Semi-solid flush doors with 3,2mm plain hardboard covering on both sides and two concealed edges, hung to timber frames</u></p> <p>6 Door 813 x 2032mm high</p> <p><u>FITTINGS</u></p> <p><u>CUPBOARDS TO KITCHENS, SHELVING, DESKS, ETC</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>General</u></p> <p>The following fittings are given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, paint or varnish finishes, etc</p> <p><u>References</u></p> <p>References given in descriptions refer to the respective types of fittings detailed on the architect's drawings accompanying these bills of quantities for tender purposes</p>				
	No	2		
	No	2		
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Bill No. 3				
Carpentry And Joinery				

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>BUILDING WORKS</u>				
<u>BILL NO. 4</u>				
<u>CEILINGS PARTITIONS AND ACCESS FLOORING</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Fixing</u>				
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
<u>Ceilings</u>				
Unless otherwise described ceilings shall be deemed to be horizontal				
<u>Bulkheads</u>				
Unless otherwise described bulkheads shall be deemed to be horizontal along the length				
<u>Steel components</u>				
All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121				
<u>NAILED-UP CEILINGS</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Openings</u>				
Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc				
<u>6.4mm Gypsum plaster board ceilings</u>				
1	Ceilings nailed on and including BPB Gypsum steel brandering in one direction at 400mm centres with 36 x 6mm meranti cover strips on joints	m ²	56	
2	Extra over ceiling for 600 x 600mm Gypsum plaster board trap door	No	2	
<u>Gypsum plasterboard cornices</u>				
3	75mm Coved cornices	m	41	
<u>Glass mineral wool cavitybatt insulation</u>				
4	405mm Insulation laid on top of brandering between roof timbers etc	m ²	56	
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Ceilings Partitions And Access Flooring				

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>BUILDING WORKS</u>				
<u>BILL NO. 5</u>				
<u>IRONMONGERY</u>				
NOTE: The use of trade names simply serves to indicate a standard acceptable to the Principal Agent. Any other brand may be used with prior written approval of the Principal Agent				
NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Proprietary items</u>				
Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items				
Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered				
On request returnable samples are to be provided to the principal agent for consideration				
<u>HINGES, BOLTS, ETC</u>				
<u>"Solid"</u>				
1	Nickel plated flush bolt with keep fixed to metal	No	3	
<u>"Union"</u>				
2	'37651AS' WC indicator bolt and keep	No	2	
<u>LOCKS</u>				
<u>"Solid"</u>				
3	76mm Four lever upright mortice lock (Code 313/A40)	No	3	
<u>"Union"</u>				
4	Three lever deadlock escutcheon (Code 32320-78)	No	2	
<u>HANDLES</u>				
<u>"Solid"</u>				
5	'WATERBOK' Lever handle (Code 472/E41) on and including back plate with key hole	No	2	
Carried to Collection			R	
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Bill No. 5				
Ironmongery				

		Unit	Quantity	Rate	Amount
<u>"Union"</u>					
6	Spring loaded 'ESCO ILEX SS' design lever handle (Code E-616204-05SS) -PAIR	No	3		
<u>PINNING BOARDS, WRITING BOARDS, PROJECTION SCREENS, ETC</u>					
7	Pinning board 2100 x 900mm high comprising of 12mm thick softboard clad in felt material, finished with 25mm natural anodised aluminium frame, plugged to wall	No	2		
<u>BATHROOM FITTINGS</u>					
8	130 x 135 x 360mm Deep white powder coated lockable two roll holder, plugged	No	2		
9	115 x 270 x 110mm Deep stainless steel hand free soap dispenser, plugged	No	2		
10	350 x 365 x 230mm Deep stainless steel paper towel dispenser, plugged	No	2		
11	12 Litre stainless steel heavy duty pedal bin with removable plastic bucket	No	1		
<u>"Halcast"</u>					
12	Chromium plated lockable toilet roll holder plugged to walls screwed on 178 x 127 x 19mm hardwood block (Code 3665)	No	2		
<u>LETTERS, NAMEPLATES, ETC</u>					
<u>3mm Thick white Perspex panel fixed to door with stainless steel dome nuts</u>					
13	60 x 30 x 2mm Perspex plate with engraved 20mm high black text or numerals	No	5		
<u>SUNDRIES</u>					
<u>"Solid"</u>					
14	38mm Diameter rubber door stop plugged	No	5		
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	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>BUILDING WORKS</u></p> <p><u>BILL NO. 6</u></p> <p><u>METALWORK</u></p> <p>NOTE: The use of trade names simply serves to indicate a standard acceptable to the Principal Agent. Any other brand may be used with prior written approval of the Principal Agent</p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and boltsshall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as 'holed for bolt(s)' shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as 'plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><u>Aluminium doors, windows, etc</u></p> <p>Doors and windows shall comply with AAAMSA design criteria</p> <p>Glazing shall comply with SAGGA regulations. Glass shall be safety glass as shown on the window schedules/drawings appended to these bills of quantities. Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings</p> <p>Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed</p> <p>For purpose made windows and doors, refer to drawings annexed to these bills of quantities</p> <p>The following certificates shall be provided prior to commencement of site work</p> <p>1. A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product</p>				
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<p>Section No. 2</p> <p>Bill No. 6</p> <p>Metalwork</p>				

	Unit	Quantity	Rate	Amount
<p>2. A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively</p> <p>3. A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process</p> <p>4. A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked</p> <p>5. A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years</p> <p>NOTE: All tenderers are referred to architect's drawings and details based on these bills of quantities for tender purposes</p> <p><u>GALVANISED MILD STEEL GATES, SCREENS, ETC</u></p> <p>1 Purpose-made single gate 1190 x 2021mm high of 50 x 25 x 2.5mm hollow section frame filled in with 12mm diameter mild steel bars placed at 100mm centres vertically and welded to frame and fitted with a pair of suitable hinges welded to post and with hasp and staple welded on (G02)</p> <p><u>STEEL ROLLER SHUTTERS ETC</u></p> <p><u>"WISPECO Roll-A-Door" galvanised steel with chromadek coated finish fire rated roller shutters or other equal approved, with 76mm slats (18kg/m²) fixed to brickwork or concrete</u></p> <p>2 Manual push-up slatted roller shutter for 900 x 1200mm high opening</p>	No	2		
	No	1		
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BILL NO. 6
METALWORK
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Metalwork

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BUILDING WORKS</u> <u>BILL NO. 7</u> <u>TILING</u> NOTE: The use of trade names simply serves to indicate a standard acceptable to the Principal Agent. Any other brand may be used with prior written approval of the Principal Agent NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing</u> Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles <u>WALL TILING</u> <u>"Johnson" 200 x 200 x 5mm White Glazed "A" Grade ceramic tiles fixed with adhesive to plaster (plaster elsewhere) and flush pointed with white waterproof antifungal grout</u> 1 On walls in isolated panels, splashbacks, etc not exceeding 1m m ² 2 2 Fair exposed cutting and fitting around pipe not exceeding 100mm internal diameter No 4 3 Fair exposed cutting and fitting around pipe exceeding 100mm and not exceeding 150mm internal diameter No 2 <u>FLOOR TILING</u> <u>600 x 600 x 15mm Non-slip 'UNION' Porcelain tiles fixed with adhesive and flush pointed with tinted waterproof jointing compound</u> 4 On floors and landings m ² 56 <div> <div>Carried To Section Summary</div> <div>R</div> </div>				
Section No. 2 Bill No. 7 Tiling				

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>BUILDING WORKS</u></p> <p><u>BILL NO. 8</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p>NOTE: The use of trade names simply serves to indicate a standard acceptable to the Principal Agent. Any other brand may be used with prior written approval of the Principal Agent</p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Copper pipes:</u></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground</p> <p><u>Lead pipes and traps</u></p> <p>All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained</p> <p><u>Wire gratings</u></p> <p>Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p> <p><u>Septic tanks</u></p> <p>Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p>				
Carried to Collection			R	
Section No. 2				
Bill No. 8				
Plumbing And Drainage				

	Unit	Quantity	Rate	Amount
<p><u>Exposed concrete surfaces</u></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster</p> <p><u>Excavations</u></p> <p>No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling</p> <p>'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'</p> <p><u>Laying, backfilling, bedding, etc. of pipes</u></p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions</p> <p>Where no manufacturers' instructions exist pipes shall be laid in accordance wi</p> <p>Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:</p> <p>SABS/SANS 1200 L : Medium-pressure pipelines</p> <p>LD : Sewers</p> <p>LE : Stormwater drainage</p> <p>Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS/SANS 1200</p> <p>DB : Earthworks (Pipe trenches)</p> <p>Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS/SANS 1200</p> <p>LB : Bedding (Pipes).</p> <p>Unless otherwise described bedding of rigid pipes shall be class B bedding</p> <p><u>Flush pans</u></p> <p>Flush pans shall have straight or side outlets and 'P' or 'S' traps as necessary</p> <p><u>Stainless steel basins, sinks, wash troughs, urinals, etc.</u></p> <p>Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p>				
Carried to Collection			R	
Section No. 2				
Bill No. 8				
Plumbing And Drainage				

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R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
NCDTSL01/2024

		Unit	Quantity	Rate	Amount
<u>RAINWATER DISPOSAL</u>					
<u>0.6mm Galvanised sheet iron</u>					
1	100 x 75mm Roof gutters with beaded front edge	m	44		
2	Extra over gutter for stopped end	No	6		
3	Extra over gutter for angle	No	6		
4	Extra over gutter for outlet for 80mm diameter pipe	No	6		
<u>PVC pipes</u>					
5	80mm Diameter rainwater downpipes	m	14		
<u>Extra over PVC pipes for fittings</u>					
6	80mm Bend	No	6		
7	80mm Tee junction	No	6		
<u>SANITARY FITTINGS</u>					
<u>'Vaal'</u>					
8	Close coupled 90 degrees outlet wall hung open rim washdown pan (Code 750200) and matching 9 litre cistern (Ccode 7116LP) complete with lid, fitments and flush pipe elbow and heavy duty A1 high traffic toilet seat cover for, colour white	No	2		
9	510x 405mm Vitreous china 'Hibiscus' basin with three semi-punched tapholes, integrated overflow and chainstay hole through centre bolted to wall with two 10mm bolts, colour white	No	2		
<u>WASTE UNIONS ETC</u>					
10	32mm Basin waste union	No	2		
11	32mm Bottle trap	No	2		
<u>TRAPS ETC</u>					
<u>'Flexitraps':</u>					
12	32 x 40mm Reseal 'P' or 'S' trap	No	2		
<u>TAPS, VALVES, ETC</u>					
<u>'Cobra Watertech'</u>					
13	15mm 126CP stopcock	No	4		
14	15mm Star wall mounted chromium plated swan neck swivel sink mixer (Code CSS 115)	No	2		
Carried to Collection				R	
Section No. 2					
Bill No. 8					
Plumbing And Drainage					

		Unit	Quantity	Rate	Amount
15	15mm chromium plated angle regulating valve and flexible connection pipe	No	4		
<u>SANITARY PLUMBING</u>					
<u>PVC-U Soil and vent pipes</u>					
16	50mm pipe	m	6		
17	110mm Pipes	m	18		
18	110mm Pipes laid in and including trenches not exceeding 1m deep	m	22		
<u>Extra over PVC-U soil and vent pipes for fittings</u>					
19	50mm Bend	No	4		
20	50mm Junction	No	2		
21	50mm Access bend	No	2		
22	110 x 50mm Reducing junction	No	2		
23	110mm Bend	No	8		
24	110mm Pan connector	No	4		
25	110mm Access junction	No	2		
26	110mm Access reducing junction	No	2		
<u>Testing</u>					
27	Sundries Testing waste pipe system	Item			
<u>WATER SUPPLIES</u>					
<u>Class 0 copper pipes</u>					
28	22mm Pipes	m	18		
29	32mm Pipes	m	12		
30	22mm Pipes chased in walls	m	16		
31	32mm Pipes chased in walls	m	8		
<u>Extra over class 0 copper pipes for capillary fittings</u>					
32	22mm Fittings	No	4		
33	32mm Bend	No	6		
34	32mm Junction	No	8		
Carried to Collection					R
Section No. 2					
Bill No. 8					
Plumbing And Drainage					

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R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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BILL NO. 8

PLUMBING AND DRAINAGE

COLLECTION

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Plumbing And Drainage

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>BUILDING WORKS</u>				
<u>BILL NO. 9</u>				
<u>GLAZING</u>				
NOTE: The use of trade names simply serves to indicate a standard acceptable to the Principal Agent. Any other brand may be used with prior written approval of the Principal Agent				
NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Float glass</u>				
The term 'float glass' is used for monolithic annealed glass				
<u>Laminated glass</u>				
Laminated glass to have polyvinyl butyral (PVB) interlayer(s)				
<u>GLAZING TO STEEL WITH PUTTY</u>				
<u>6mm Clear float safety glass</u>				
1	m ²	6		
<u>6mm Obscure glass</u>				
2	m ²	2		
<u>TOPS, SHELVES, DOORS, MIRRORS, ETC</u>				
<u>6mm Silvered float glass copper backed mirrors with 1mm bevelled and polished edges, holed for and fixed with chromium plated dome headed mirror screws with rubber buffers to plugs in brickwork or concrete</u>				
3	No	2		
Carried To Section Summary				R
Section No. 2				
Bill No. 9				
Glazing				

	Unit	Quantity	Rate	Amount
SECTION NO. 2 BUILDING WORKS BILL NO. 10 PAINTWORK NOTE: All tenderers are advised to study the Model Preambles for Trades before pricing this bill PREPARATORY WORK TO EXISTING WORK Previously painted plastered surfaces Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth Previously painted metal surfaces Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal Previously painted wood surfaces Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth PAINTWORK TO EXISTING WORK ON FLOATED PLASTER Prepare, apply one coat "Plascon Plaster Primer UC65" and apply two coats "Plascon Double Velvet VEL"non-drip polyurethane enamel paint 1 On internal walls m ² 124 PAINTWORK ETC TO NEW WORK ON PLASTER BOARD One coat primer, one coat universal undercoat and two coats 'Dulux'super acrylic PVA paint 2 On ceilings and cornices m ² 59 ON WOOD SURFACES Three coats 'Woodoc 35'exteriors sealer 3 Doors m ² 19 <div style="text-align: right;">Carried to Collection</div>				
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R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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	Unit	Quantity	Rate	Amount
<u>ON METAL SURFACES</u>				
<u>One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel</u>				
4 On door frames	m ²	6		
5 On windows with burglar bars	m ²	17		
6 Gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m ²	9		
Carried to Collection				
Section No. 2				
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Paintwork				
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<u>BILL NO. 10</u>		
<u>PAINTWORK</u>		
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SECTION NO. 3

EXTERNAL WORKS[PROVISIONAL]

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>EXTERNAL WORKS[PROVISIONAL]</u> <u>BILL NO. 1</u> <u>EARTHWORKS</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Nature of ground</u> <p>User Note - The following are typical examples of descriptions of 'nature of ground'</p> <p>The nature of the ground is assumed to be loose sandy material, therefore 'earth', but possibly interspersed with 'soft rock' or 'hard rock'</p> <p>The nature of the ground is assumed to be gravel, therefore 'earth', but possibly interspersed with 'soft rock' or 'hard rock'</p> <p>The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as 'earth', but possibly interspersed with 'hard rock'</p> <p>Trial holes indicate that the nature of the ground is silty clay to a depth of approximately 500mm with fine to medium loose sandy material below, therefore 'earth'</p> <p>A soils investigation has been carried out on the site by the engineer and the report is annexed to these bills of quantities. The soils report indicates that the ground varies between silty sand, reworked soil of mixed origin and residual shale, all of which will be deemed as 'earth'. All very hard unweathered shale, ironstone, etc., the removal of which necessitates the use of explosives or heavy duty hydraulic percussion hammers (peckers), will be classified as 'hard rock'</p> <u>Subterranean water</u> <p>User Note - The following are typical examples of descriptions of 'subterranean water'</p> <p>No subterranean water is expected The water table is expected to vary between approximately ?m and ?m below natural ground level. The removal of subterranean water is given separately</p> <u>Excavation for working space in rock</u> <p>Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as 'extra over' bulk excavation or trench and hole excavation as the case may be</p>				
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R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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	Unit	Quantity	Rate	Amount
<u>Carting away of excavated material</u>				
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
<u>Filling</u>				
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material				
User Note - When no information regarding density tests is available the following preamble in respect of testing may be inserted				
<u>Testing</u>				
Prices for filling are to include for all necessary density tests in accordance with SABS 1200D				
<u>DEMOLITIONS ETC</u>				
<u>Dismantle and remove existing fence and gates</u>				
1 Fence, 2400mm high, comprising of mesh fencing, barbed wire to top of mesh fence and steel posts, corner posts, etc., complete with and including concrete bases	m	150		
2 Double swing gate, overall approximately 4500mm wide x 2400mm high, including gate posts and concrete	No	2		
3 Steel sliding gate, overall approximately 4500mm wide x 2400mm high, including gate posts and concrete bases	No	1		
<u>SITE CLEARANCE ETC</u>				
<u>Site clearance</u>				
4 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m ²	300		
<u>EXCAVATION ETC</u>				
<u>Excavation in earth not exceeding 2m deep</u>				
5 Holes	m ³	10		
<u>Extra over all excavations for carting away</u>				
6 Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m ³	3		
<u>Risk of collapse of excavations</u>				
7 Sides of bulk excavations not exceeding 1,5m deep	m ²	68		
Carried to Collection			R	
Section No. 3				
Bill No. 1				
Earthworks				

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		Amount
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<u>EARTHWORKS</u>		
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u> <u>EXTERNAL WORKS[PROVISIONAL]</u> <u>BILL NO. 2</u> <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Cost of tests</u> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 Tests of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)</p> <u>Breeze concrete</u> <p>Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (1:12); the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated</p> <u>Lightweight concrete</u> <p>Lightweight concrete shall have a density of 600kg/m³ for the top 50mm and 400kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc. shall be 50mm</p> <u>Formwork</u> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as 'left in' or 'permanent'), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc. shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p>				
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Concrete, Formwork And Reinforcement				

R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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BILL NO. 2

CONCRETE, FORMWORK AND REINFORCEMENT

COLLECTION

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Bill No. 2

Concrete, Formwork And Reinforcement

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

R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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	Unit	Quantity	Rate	Amount
<p>3 A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process</p> <p>4 A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked</p> <p>5 A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years</p> <p><u>FENCING</u></p> <p><u>ClearVu Invisible Wall or other approved galvanised high security fence system COATED with and including "Polymetic 6000" or other approved coating. Fence panels with bottom of fence let 100mm deep into ground, including all excavations and backfilling</u></p>				
1 Panel, 3300mm wide x 2400mm high	No	47		
<p><u>Fence and gate posts with bottom of posts cast 600mm deep into bottom of concrete bases (elsewhere measured)</u></p>				
2 Post, 3000mm long	No	47		
3 Gate post, 3000mm long	No	6		
<p><u>Gates</u></p>				
4 Single gate, 1200mm wide x 2400mm high, hung one side equal, including one locking devices	No	1		
5 Double gate, 4500mm wide x 2400mm high, hung in two equal sized leaves, including two locking devices	No	2		
<p><u>Sundries</u></p>				
6 Shark tooth spike topping, secured to top of fence panels, posts and gates	m	150		
7 Continuous galvanized barbed wire security roll to bottom of fence flat wrapped in 500mm diameter rings, tied together and to bottom of fence and let into ground, 600mm deep, including all excavations and backfilling	m	150		
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Metalwork				

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SECTION NO. 4

PROVISIONAL SUMS

Amount

SECTION NO. 4

PROVISIONAL SUMS

NOTE: Tenderers are referred to the definition of attendance on n/s sub-contractors given in Clause B9 of the JBCC Preliminaries

NOTE: All Provisional and Prime Cost Amounts are NET i.e: there is no cash discount

NOTE: Under no circumstances may any Prime Cost - Provisional Amount, etc be extended at an amount lower than the amount given in the Bill

NOTES:

1. Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:-

*Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and quantities of the items to be hoisted,

*Schedule the times of availability of the hoisting equipment for each Sub-Contractors,

*Provide all necessary personnel to operate the hoisting equipment for each Sub-Contractor, all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. Using the facilities provided by the Contractor

Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill

The Contractor must read each description throughout this bills of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2008 Edition) and any supplementary Preambles to the Model Preambles

forming part of these Bills of Quantities

No claim arising from brevity of description of items fully described in the said Model Preambles for Trades or Supplementary Preambles to Model Preambles will be granted

All provisional sums cover supply of material and equipment and installation. provisional sums are nett and do not include builder's discount (excluding settlement discount) and Value Added Tax but the Tenderer may allow under "Profit" items any profit he considers necessary

Electrical Installation

- 1 Provide the amount of R 180 000.00 (One Hundred and Eighty Thousand Rand Only) for Eletrical Installation and wiring for air conditioning units & fans as well as for adjustment of Mechanical engineering services to be used at the discretion of the principal agent and deducted in whole or in part if not required

Item 180.000 00

- 2 Profit.

Item

- 3 Allow for general attendance.

Item

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Section No. 4

Bill No. 1

Provisional Sums

R & R AT COLESBERG WEIGHBRIDGE - Principal Contract
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PROVISIONAL SUMS

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Section No. 4

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SECTION NO. 5

BUDGTARY ALLOWANCES

		Amount
<u>SECTION NO. 5</u>		
<u>BUDGTARY ALLOWANCES</u>		
<u>SUPPLEMENTARY PREAMBLES</u>		
<u>General</u>		
Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances		
<u>CONTINENCY (THIS SECTION IS NOT PART ON BIDDERS DOCUMENT)</u>		
<u>Contingency</u>		
1	Allow a contingency amount of R 150 000.00 (One hundred and fifty thousand Rand) to be directed by the Director of Roads and Public Works	Item 150.000 00
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