

**NORTH WEST PROVINCE
DEPARTMENT OF PUBLIC WORKS AND ROADS**



**BOJANALA DISTRICT
BILL OF QUANTITIES
FOR
DEPARTMENT OF ARTS, CULTURE, SPORT AND RECREATION
FOR
ERECTION OF MODULAR LIBRARY
AT
UITKYK VILLAGE
IN
MOSES KOTANE LOCAL MUNICIPALITY**



*Issued by:
Department of Public Works
And Roads
Private Bag X 82336
Rustenburg
0300*

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T1

TENDER

PROCEDURE

Tender

Part T1: Tender Procedure

T1.1

**TENDER
NOTICE AND
INVITATION**

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND ROADS					
BID NUMBER:	BDPWR 0063/21	CLOSING DATE:	11 FEBERUARY 2022	CLOSING TIME:	11H00
DESCRIPTION	ERECTION OF MODULAR LIBRARY AT UITKYK IN MOSES KOTANE LOCAL MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DPWR					
1697 ZENDELING, OLD INDUSTRIAL AREA					
RUSTENBURG					
0300					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
		☐ No			☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]		
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED	ALL LINE ITEMS	TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	Mr. F. Seleke		
CONTACT PERSON	F.S Molosiwa	TELEPHONE NUMBER	087 806 6140		
TELEPHONE NUMBER	087 086 6033	FACSIMILE NUMBER	014 523 5803		
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	fseleke@nwpq.gov.za		
E-MAIL ADDRESS	fmolosiwa@nwpq.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

T1.2

**TENDER
DATA**



dpwr

Department:
Public Works and Roads
North West Provincial Government
Republic of South Africa

Zendeling Street
Old Industrial Site
Rustenburg, 0300
Private Bag X 82336, Rustenburg, 0300
Republic of South Africa
Tel.: +27 (014) 594 0990
Fax: +27 (014) 592 1997
Website: www.nwpg.gov.za/public-works

BOJANALA DISTRICT

DISTRICT SUPPLY CHAIN MANAGEMENT

PART 1: TENDERING PROCEDURES

T1.2 TENDER DATA

The condition of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za).

The Standard Condition 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. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Annex A

Standard Tender Notice and invitation

Annex B

Form of Offer and Acceptance

Annex C

Standard Condition of Tenders

Annex F

Record of Addenda to Tender Documents

STANDARD CONDITION OF TENDER

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tender submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave

equitably, honestly and transparently. Comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflicts of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or rescues themselves from the procurement process as appropriate.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The tender documents issued by the employer comprise:

Part T1: Tendering procedures

T1.1 Tender notice and invitation

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

Part C2: Pricing data

C2.1 Pricing instructions

C 2.2 Bill of Quantities/ Activity Schedule

Part C3: Scope of work

C3 Scope of work

Part C4: Site information

C4 Site information

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purpose, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purpose of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - 1) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - 2) An individual or tenderer is in position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - 3) Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration.
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **Fraudulent practice** means the misrepresentative of the facts in order to influence the tender process or the award of a contract arising from tender offer to the detriment of the employer including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in the form that can be readily read, copied and recorded. Communication shall be in English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The Employer's agent is:

Name : Mrs.I Motlhabane
Address : PWR District Office
Old Industrial Site
Zendeling Street
Rustenburg, 0300

Tel : 014 5238332
Cell :
E-MAIL : imotlhabane@nwpg.gov.za

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to change circumstances, there is no longer a need for the engineering and construction works specified in the invitation.

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received

d) there is material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.2 Tenderer's obligation

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The tender document will be issued for free.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender invitation, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, service or supply and raise questions. Details of the meeting is as follows:

Venue: Department of Public Works and Roads
Rustenburg District office
1697 Zending Street
Old Industrial Site
0300

Date and Time: As stated in the Tender Notice and Invitation to Tender

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tender is advised to seek qualified advice regarding insurance.

The form of contract to be used is:
General Condition of Contract (GCC)

C.2.10 Pricing the tender offer

C.2.10.1 Includes in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT) and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an additional to the tendered total of the prices.

C.2.10.3 Provides rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 States the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers if a main tender offer, strictly in accordance with all requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

Identified Work

Erection of Modular Library at Uitkyk Village in Moses Kotane Local Municipality

Bid no:

C.2.13.2 Return returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.

C.2.13.3 Submits the parts of the tender offer communicated on paper as an origin plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state which on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 One envelope system is required

C.2.13.7 Seal the original tender offer that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not shall not than the closing time stated in the tender data. Accept that proof of posting shall notbe accepted as proof of delivery.

The closing time and date of the tender offer:

As stated in the **Tender Notice and Invitation to Tender**

C.2.1ed 5.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

Tender offer validity period is four (4) weeks. Any extension beyond four (4) weeks must be approved by the Accounting Officer.

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).ion

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tender not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities of formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny such request if as a consequence:

- a) An individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, The Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelop system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of

points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

Not applicable

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of the contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) Complies with requirements of these Conditions of Tender
- b) Has been properly and fully complete and signed, and
- c) Is responsive to the other requirements of the tender documents

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work.
- b) Significantly change the Employer's or the tenderers risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the pricing schedule or bills of quantities; or
- c) Arithmetic errors in:

- (1) Line item totals resulting from the product of a unit rate and quantity in bills of quantities or schedules of prices; or
- (2) The summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of tender offers

Obtain clarification from tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Condition of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

	The CIDB Standard Condition of Tender are based on a procurement system that satisfies the following system requirements
Requirements	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal implements and conflicts of interest.
Competitive	The system provides for appropriate levels of completion to ensure cost effective and best value outcome.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tendered
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report
- i)

EVALUATION USING A POINT SYSTEM

The bidder obtaining the highest number of total points will be awarded the contract.

Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

Points scored must be rounded off to the nearest 2 decimal phase.

In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

Formula for calculating the value of Ps

The 80/20 preference point system used.

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with his status level.

C.3. 11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications. Professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) Has the legal capacity to enter into the contract;
- d) Is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her business activities or is subjected to legal proceedings in respect of any of the foregoing;
- e) Complies with the legal requirements, if any, stated in the tender data; and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents and
- c) Other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Name.....
Employer Representative

Sign.....

Name.....
Contractor or Representative

Sign.....

T2

RETURNABLE DOCUMENTS

Tender

Part T2: Tender Procedure

T2.1

**LIST OF
RETURNABLE
DOCUMENTS**

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Tenders are required to submit each of the following with their tender as per TENDER SUBMISSIONS CHECKLIST. Each item must be circled and submitted as indicated.

These documents or items are considered to be compulsory or “gate keepers”. Failure to submit such documents may result in the Bid being declared Non-responsive and as a result this may lead to disqualification.

BID SUBMISSION CHECKLIST

Ref	Document Description	Check
A	SBD 1 – Invitation to Bid	Yes/ No
B	SBD 2 – Tax Clearance Certificate	Yes/ No
C	SBD 3.1 Pricing Schedule – Firm Prices	Yes/ No
D	SBD 4 – Declaration of Interest	Yes/ No
E	Annexure C	Yes / No
F	SBD 6.1 – Preference Points claimed in terms of the PPPFA. 2011.	Yes/ No
G	Annexure D	Yes/ No
H	SBD 6.2 Declaration Certificate for Local Production and Contents for Designated Sectors	Yes/ No
I	Annexure C,D and E	Yes/ No
J	SBD 8 – Declaration of bidder 's past SCM practices	Yes/ No
K	SBD 9 – Certificate of Independent Bid determination	Yes/ No
Yes/ No	CSD Summary report	Yes/ No
Yes/ No	Company Registration Certificate (CK)	Yes/ No
N	Valid Tax Clearance Certificate or Tax Pin Number	Yes/ No
O	BBBEE certificate	Yes/ No
P	Certified copy of ID all company directors	Yes/ No
Q	Tender Data signed	Yes/ No
R	Priced Bill of Quantities	Yes/ No
S	Site Clarification certificate	Yes/ No
T	Complete and signed Tender documents (Initial all pages)	Yes/ No
U	CIDB Grading	Yes/ No
V	COIDA Registration Certificate	Yes/ No

T2.2 LIST RETUNABLE SCHEDULE

Tender

T2.2

Part T2: Tender Procedure

Returnable Schedule

T2.2 RETURNABLE SCHEDULES

COMPLETE AND SIGNED BID SUBMISSION CHECKLIST

- A. SBD 1 – Invitation to Bid
- B. SBD 2 – Tax Clearance Certificate Requirements
- C. SBD 3.1 Pricing Schedule – Firm Prices
- D. SBD 4 – Declaration of Interest
- E. Annexure C
- F. SBD 6.1 Preference Points claim form in terms of the PPPFA regulations.
- G. Annexure D
- H. SBD 6.2
- I. Annexure C.D and E
- J. SBD 8 – Declaration of Bidders' past SCM practices.
- K. SBD 9 – Certificate of Independent Bid determination
- L. Letter of Authority: Company, Ownership, Partnership, Joint Venture, Sole Proprietor.
- M. CSD Summary Report
- N. Company Registration Certificate (CK)
- O. Valid Tax Clearance Certificate
- P. BBBEE certificate
- Q. Certified copy of ID all company directors
- R. Tender Data
- S. Priced Bill of Quantities
- T. Site clarification certificate
- U. Complete and signed Tender document
- V. CIDB
- W. COIDA

NOTE: The Bidder is required to complete and sign each and every schedule and form listed above to the best of his ability as the Evaluation of Bids and the eventual contract will be based on the information provided by the Bidder. Failure of a Bidder to complete the schedules and forms to the satisfaction of the Employer shall lead to rejection on the grounds that the **Bidder is not Responsive.**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

Annexure D: Compulsory Declaration

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

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS information

Tax reference number	
VAT registration number	(state <i>Not Registered</i> if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 68 of 1984).

[illegible]

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

Name of principal	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 family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of family member	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 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za);
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has 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;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment

for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	

2. DEFINITIONS

- 2..1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
ADDRESS:.....
.....
.....

Annexure C: Preferencing schedule: Broad-Based Black Economic Empowerment status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *"Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any relevant code of good practice issued in terms of this Act in developing and implementing a preferential procurement policy."*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro-enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporations Act of 1984 in respect of the entity's last financial year, or a 12-month period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro-exempted enterprises

Sufficient evidence of B-BBEE status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% Maximum points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	60
Level 2 contributor	80
Level 1 contributor	100

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box):

☐ Generic code of good practice

☐ Other – specify

.....

.....

- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness: Signature of witness:

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

- 2) Supporting documentation of the above-mentioned claim for a preference must be submitted with the tender submission to be eligible for a preference.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box below. The tenderer must complete the certificates set out below or the relevant category

1. COMPANY	2. CLOSE CORPORATION	3. PARTNERSHIP	4. JOINT VENTURE	5. SOLE PROPRIETOR

Tenders are to attach Company / Close corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.

In case of JV, the JV Agreement and power of attorney must be attached.

In case of one man concerns, ID copies must be attached.

1. CERTIFICATE OF COMPANY

I, _____ Chairperson of the board of
Hereby confirm that by resolution of the board (attach copy of minutes) taken
On _____ 2018, Mr/Ms _____ acting in the
Capacity of _____ was authorised to sign all
documents in connection with this tender and any contract resulting from it on
behalf of the company.

Board Chairman : _____ Date: _____

Witness 1 : _____ Witness 2 : _____

2.

CERTIFICATE OF CLOSE CORPORATION

We the undersigned, being the key members in business trading as

_____ hereby authorise

Mr/Ms _____ acting in the capacity of

_____ to sign all documents in connection with this

Tender Bid No. _____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGN	DATE
1.			
2.			
3.			
4.			
5.			

NB: This certificate is to be completed and signed by all the key members upon whom rests the direction and affairs of the Close Corporation as a whole.

3.

CERTIFICATE OF PARTNERSHIP

We the undersigned, being the key members in business trading as

_____ hereby authorise

Mr/Ms _____ acting in the capacity of

_____ to sign all documents in connection with this

tender Bid No. _____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGN	DATE
1.			
2.			
3.			
4.			
5.			

NB: This certificate is to be completed and signed by all the key members upon whom rests the direction and affairs of the Close Corporation as a whole.

4.

CERTIFICATE OF JOINT VENTURE

We the undersigned, are submitting this tender offer in Joint Venture hereby

Authorise Mr/Ms _____ as the authorised

Signatory of the company _____ acting in the

Capacity of lead partner, to sign all documents in connection with this tender
Bid No. _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by
the legally authorised signatories of all the parties involved to the JV.

NAME	ADDRESS	SIGN	DATE
1.			
2.			
3.			
4.			
5.			

NB: This certificate is to be completed and signed by all the key members upon whom rests the direction and affairs of the Close Corporation as a whole.

5.

CERTIFICATE OF SOLE PROPRIETOR

I, _____ hereby confirm that I am
the sole owner of business trading as

Acting in the capacity of _____ is authorised to sign all
documents in connection with this tender and any contract resulting from it on
behalf of the company.

Sole Owner : _____ Date: _____

Witness 1 : _____ Witness 2 : _____

C1

AGREEMENTS

AND

CONTRACT

DATA

C1.1

FORM OF OFFER AND ACCEPTANCE

Tender

C1.1

Part C1: Agreement and Contract

Form of offer and Acceptance



Tender no:

Schedule of Deviations

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

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

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

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

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

For Internal & External Use

Effective date 1 September 2005

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Version:1.3



: FORM OF OFFER AND ACCEPTANCE

Tender* no:

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REPAIRS AND RENOVATIONS OF KLIPKUIL FARM**

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

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

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

Rand (in words):	
Rand in figures:	R

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

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:
--	-----------	--

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.
--	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

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

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



Tender no:

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

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

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

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

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

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

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ACCEPTANCE

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

Tender: **REPAIRS AND RENOVATIONS OF KLIPKUIL FARM**

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Bojanala Department of Public Works and Roads
Address of Organisation:	1697 Zandeling street Old Industrial site Rustenburg 0300

WITNESSED BY:

Name of witness	Signature	Date

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

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

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C1.2

**CONTRACT
DATA**



MINOR WORKS AGREEMENT

Project

Employer

Contractor

Contract Date

File Code

The Joint Building Contracts Committee® - NPC Minor Works Agreement Edition 5.2 – May 2018

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

For more information about the JBCC®, frequently asked questions, where documents may be purchased as well as training courses visit www.jbcc.co.za. The JBCC® does not sell directly to users but may be contacted at info@jbcc.co.za

Minor Works Agreement structure

The agreement clauses follow the project execution sequence. The documents aim to set out clear, balanced and enforceable procedures, rights and obligations which, when competently managed and administered, protect the employer, contractor and subcontractors alike. The following additional documents form part of the suite of contract agreements:

- The JBCC® Minor Works Agreement Contract Data that incorporates specific employer and contractor requirements
- The JBCC® General Preliminaries that covers all aspects of preliminaries for most types of projects

This agreement is intended for use where:

- The works are not complex

The employer appoints:

- A principal agent to administer the agreement and or other agents for specific aspects of the works
- Direct contractors for specialised work or installation not undertaken by the contractor

This agreement is suitable but not limited for use where:

- The contractor is a small to medium enterprise
- The employer carries the major liabilities related to the works
- The employer is responsible for the primary insurances related to the works

This agreement is *not* suitable where the works requires:

- The appointment of nominated or selected subcontractors
- Cost fluctuations
- and is *not* considered suitable where:
 - The anticipated construction period is longer than nine months
 - The necessary contract documentation is not complete and available at tender stage
 - Completion in sections is required

Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have results that may be prejudicial to either, or both, parties

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice, it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the JBCC® documents

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Actions by the parties / principal agent within a given time

Clause	Time period	Action	Purpose
2.4	1WD-7 CD	parties or principal agent,	notices deemed to be received
5.4	5 WD	contractor > PA > employer	non-performance of an agent i.l.o. this agreement
5.5	10 WD	employer	inability to act, replace/appoint another agent i.l.o. this agreement
5.5	5 WD	contractor > employer	not appoint agent on reasonable objection
8.0	before start	employer	works risk/public liability/supplementary insurance
9.3.1	15 WD	parties	provide securities
9.3.2	20 WD	parties	provide replacement securities
9.3.3		parties	adjust security value if contract value increased by 10%+
9.3.4	10 WD	parties	return original security form on expiry
11.1	15 WD	contractor	provide security/priced document/programme
11.2.6	10 WD	contractor	commence works
12.0	before start	principal agent + agents	setting out information
14.3	5 WD	contractor	carry out a contract instruction, where practical
15.2.2	5 WD	contractor > principal agent	notice to inspect for practical completion
15.3		principal agent > contractor	list for practical completion after inspection
15.4	5 + 5 WD	contractor > principal agent	no 'list' > notice > deemed practically complete
16.3	5 WD	principal agent > contractor	updated list for final completion after inspection
17.4.1	10 WD	principal agent	revised date for practical completion
17.4.2	10 WD	principal agent	adjustment of the contract value
19.2	date [CD]	PA > contractor/employer	issue payment certificate and support forms
19.9	14 CD	employer pay contractor	make payment from date of payment certificate
19.10	21 CD	contractor pay employer	i.l.o. schedule from principal agent
19.11	3 WD notice	contractor > employer	no payment, notice to suspend/call on security/termination
19.12	5 WD	principal agent > contractor	final 'pay' certificate after certificate of final completion/accept final account
20.5	notice	contractor > principal agent	notice of possible expense and loss
20.8	30 WD	principal agent	prepare final account after date of practical completion
20.9	15 WD	contractor	accept final account
20.10	10 WD	contractor > principal agent	notice dispute final account/resolve issues and issue final account
21.2	5 WD notice	employer (PA) > contractor	list of defaults to be remedied > suspend works
21.4	5 WD notice	employer > contractor	intention to terminate if default not remedied
21.5	forthwith	employer > contractor	termination
21.7	10 WD	contractor > employer	intention to suspend/terminate if defaults not remedied
21.14.1	10 WD	contractor	remove construction equipment after termination
21.20	20 WD	principal agent (+ contractor?)	prepare status report
21.22	30 WD	principal agent (+ contractor?)	complete and agree final account
22.1	notice	either party	notice of a disagreement
22.2	10 WD	either party	disagreement not resolved > dispute
22.5.4	10 + 10 WD	either party	no determination > notice, no determination > arbitration

MINOR WORKS AGREEMENT

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INTERPRETATION

1.0 DEFINITIONS and INTERPRETATION

1.1 Definitions

A word or phrase in bold type in this agreement shall have the meaning assigned to it in these definitions
A word or phrase not in bold type shall be interpreted in the context of its usage

AGENT: An entity [CD] appointed by the **employer** to deal with specific aspects of the **works**

AGREEMENT: The JBCC® Minor Works Agreement and the JBCC® contract data, the **contract drawings**, the **specification**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD]

CALENDAR DAYS: Twenty-four (24) hour days commencing at midnight (00:00) which include Saturdays, Sundays, proclaimed public holidays and recorded **contractor's annual holiday periods** [CD]

CERTIFICATE of FINAL COMPLETION: A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **final completion** of the **works** was achieved

CERTIFICATE of PRACTICAL COMPLETION: A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved

CONSTRUCTION EQUIPMENT: Equipment and/or plant provided by or belonging to the **contractor** used during the **construction period**

CONSTRUCTION INFORMATION: All information issued by the **principal agent** and/or **agents** including this **agreement**, **specifications**, **drawings**, **schedules**, **notices** and **contract instructions** required for the execution of the **works**

CONSTRUCTION PERIOD: The period commencing on the date [CD] of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA: The document listing the project specific information

[CD]: The notation used where additional information is recorded in the **contract data**

CONTRACT DRAWINGS: The drawings listed [CD]

CONTRACT INSTRUCTION: A written instruction issued by or under the authority of the **principal agent** to the **contractor** which may include **drawings**, **photographs** and other **construction information**

CONTRACT MINUTES: A comprehensive set of minutes prepared by the **principal agent** in which all pertinent contractual information that arises at meetings is progressively recorded

CONTRACT SUM: The accepted tender amount, inclusive of **tax** [CD] that is not subject to adjustment

CONTRACT VALUE: A monetary value initially equal to the **contract sum**, inclusive of **tax** that is subject to adjustment in terms of this **agreement**

CONTRACTOR: The **party** [CD] contracting with the **employer** for the execution of the **works**

DEFAULT INTEREST: Interest at six (6) percentage points per annum above the ruling rate of **interest** where payment has not been received within the stipulated period compounded monthly from the due date for payment until the date of payment

DEFECT: Any aspect of materials and workmanship forming part of the **works** that does not conform to the **agreement** and/or **construction information**

DIRECT CONTRACTOR: An entity appointed under separate agreement by the **employer** to do work on **site** prior to **practical completion** [CD]

EMPLOYER: The **party** [CD] contracting with the **contractor**

EMPLOYER'S ALLOWANCE: An amount including the **contractor's** mark-up included in the **contract sum** for work intended for execution by the **contractor**, or by others, the extent of which is identified but not detailed

FINAL ACCOUNT: The document prepared by the **principal agent** that reflects the final **contract value** of the **works** at **final completion** or termination

FINAL COMPLETION: The stage of completion of the **works** as certified by the **principal agent** where the **works** has been completed and is free of **defects**

FINAL PAYMENT CERTIFICATE: The certificate issued by the **principal agent** after the issue of the **certificate of final completion** after the **final account** has been agreed

FORCE MAJEURE: An exceptional event or circumstance that;

- Could not have been reasonably foreseen
- Is beyond the control of the **parties**, and
- Could not reasonably have been avoided or overcome

Such an event may include but is not limited to:

- Acts of war (declared or not), invasion and/or hostile acts of foreign enemies
- Insurrection, rebellion, revolution, military or usurped power and terrorism
- Civil commotion, disorder, riots, strike, lockout by persons other than the **contractor's** employees or his subcontractors
- Sonic shock waves caused by aircraft or other aerial devices and ionising or radioactive contamination
- Explosive materials, except where attributable to the **contractor's** use of such technology
- Natural catastrophes including earthquakes, floods, hurricanes or volcanic activity

FREE ISSUE: **Materials and goods** provided at no cost to the **contractor** by the **employer** for inclusion in the **works** [CD]

GUARANTEE for ADVANCE PAYMENT: A **security** in terms of the JBCC® Guarantee for Advance Payment form, obtained by the **contractor** from an institution approved by the **employer**

GUARANTEE for CONSTRUCTION: A **security** in terms of the JBCC® Guarantee for Construction form, obtained by the **contractor** from an institution approved by the **employer**

GUARANTEE for PAYMENT: A **security** in terms of the JBCC® Guarantee for Payment form, obtained by the **employer** from an institution approved by the **contractor**

INTEREST: The bank rate applicable from time to time to registered banks borrowing money from the Central or Reserve Bank of the country [CD]. The ruling bank rate on the first **calendar day** of each month shall be used in calculating the interest due for such month

JBCC®: The Joint Building Contracts Committee® NPC

LATENT DEFECT: A **defect** that a reasonable inspection of the **works** by the **principal agent** and/or **agents** would not have revealed

LAW: The law of the country [CD]

LIST FOR COMPLETION: A list that may include marked up drawings and photographs issued by the **principal agent** where **practical completion** has been certified, listing **defects** and/or outstanding work to be completed

LIST FOR FINAL COMPLETION: A list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **final completion**, where **final completion** has not been achieved, listing **defects** and/or outstanding work to be completed to achieve **final completion**

LIST FOR PRACTICAL COMPLETION: A comprehensive and conclusive list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **practical completion**, where **practical completion** has not been achieved, listing the **defects** and/or outstanding work to be completed to achieve **practical completion**

MATERIALS AND GOODS: Unfixed materials, goods and/or items prefabricated for inclusion in the **works** whether stored on or off the **site** or in transit

NOTICE: A written communication, excluding social media, issued by either **party**, the **principal agent** and/or **agents** to the other **party**, the **principal agent** and/or **agents** to, inter alia, record an event, request for outstanding **construction information** and/or where **suspension** and/or resumption of the **works** and/or termination of this **agreement** is contemplated

PARTY: The **employer** and/or the **contractor** and "**parties**" shall refer to both of them

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the **principal agent** to the **parties** certifying the amount due and payable in terms of the JBCC® Payment Certificate format

PAYMENT REDUCTION: The **security** selected by the **contractor** as a payment reduction from the value certified in a **payment certificate**. The **principal agent** shall withhold ten per cent (10%) of each **payment certificate** until five per cent (5%) of the **contract sum** is reached. Half this amount is released at **practical completion** and the remainder included in the **final payment certificate**

PENALTY: The stipulated amount per **calendar day** [CD] payable by the **contractor** to the **employer** where the date or the revised date for **practical completion**, whichever is the later, has not been met

PRACTICAL COMPLETION: The stage of completion as certified by the **principal agent** where the **works** has been completed and is free of patent **defects** other than minor **defects** identified in the **list for completion** and can be used for the intended purpose [CD]

PRELIMINARIES: The JBCC® General Preliminaries and/or the items listed in the preliminaries section of the **priced document**

PRICED DOCUMENT: The document incorporating quantities and/or rates used in the compilation of the **contract sum** such as **bills of quantities**, **preliminaries** and **schedules of rates**

PRIME COST AMOUNT: An amount included in the **contract sum** for the delivered cost of **materials and goods** obtained from a supplier as instructed by the **principal agent**

PRINCIPAL AGENT: The entity [CD] appointed by the **employer** with full authority and obligation to act in terms of this **agreement**

PROGRAMME: A diagrammatic representation of the planned execution of units of work or activities indicating the dates for commencement and completion prepared and maintained by the **contractor**

SECURITY: A monetary guarantee [CD] provided by the **employer** to the **contractor**, or vice versa, in terms of this **agreement** [CD] from which either **party** may recover expense and loss in the event of default

SITE: The land, or place, where the **works** is to be executed [CD]

STATUS REPORT: A report compiled by the **principal agent** and/or **agents** in the event of termination of the **agreement**, or where the **works** has been suspended due to a **force majeure** event, to record the state of completion or otherwise of the **works**. Such **status report** may include marked up drawings and photographs

SUSPENSION: The temporary cessation of the **works** by the **contractor**

TAX: Value-added tax, general sales tax or similar consumption tax applicable by law

WORKING DAYS: **Calendar days** which exclude Saturdays, Sundays, proclaimed public holidays and recorded annual **contractor's** holiday periods [CD]

WORKS: The extent of work to be executed by the **contractor** described in the **agreement** and **contract instructions**, which includes **free issue**, and **materials and goods**. Work or installations to be executed by **direct contractors** and others responsible to the **employer** are excluded [CD]

1.2 Interpretation

- 1.2.1 The words 'accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, inform, instruct, issue, list, **notice**, notify, object, record, reduce, refuse, request, state' and their derivatives require such acts to be in writing
- 1.2.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons
- 1.2.3 The headings of clauses are for information only and shall not be used in interpretation
- 1.2.4 Reference to a clause number written as [54.3.2] means that specific clause; or clause [54.3.2-4] means sub-clauses 2 to 4 inclusively; or clause [54.3.2 & 4] means sub-clauses 2 and 4 only
- 1.2.5 The word 'deemed' shall be conclusive that something is fact, regardless of the objective truth

2.0 LAW, REGULATIONS AND NOTICES

- 2.1 The **parties** shall comply with the **law** [CD], obtain permits, licences and approvals required and pay related charges for the execution of the **works**. The **employer** shall obtain permits, planning, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**
- 2.2 All communication or **notices** between the **parties** shall be in the language of this **agreement** and in a form that can be read, copied and recorded
- 2.3 Legal processes arising out of or concerning this **agreement** may validly be delivered to and served on the **parties** at the physical address of the **parties** recorded in this **agreement**. Either **party** may, at any time, by **notice** to the other, change its physical address provided it is in the same country
- 2.4 **Notices** given in terms of this **agreement** shall be deemed to have been received where:
 - 2.4.1 Delivered by hand - on the day of delivery
 - 2.4.2 Sent by electronic mail, excluding social media - within one (1) **working day**
 - 2.4.3 Sent by registered post - within seven (7) **calendar days** after posting

3.0 OFFER, ACCEPTANCE AND ASSIGNMENT

- 3.1 The objective of this **agreement** is the execution of and payment for the **works** for which there has been an offer by the **contractor** and an acceptance by the **employer**
- 3.2 The currency applicable to this **agreement** is as recorded [CD]
- 3.3 This **agreement** shall come into force on the date of acceptance by the **employer** and continue to be of force and effect until the end of the **latent defects** liability period [16.0] notwithstanding termination [21.0] or the certification of **final completion** [16.2.2] and final payment [19.8]
- 3.4 Should any provision of this **agreement** be unenforceable the **parties** shall in good faith agree alternative provisions in terms of this **agreement**
- 3.5 Failure or omission by a **party** to enforce any provision of this **agreement** shall not constitute a waiver of such provision or affect such **party's** rights to require the performance of such provision in the future
- 3.6 Neither **party** shall assign or cede rights or assign rights or obligations under this **agreement** without the prior written consent of the other **party**, which consent shall not be unreasonably withheld

4.0 DOCUMENTS

- 4.1 Documents referred to in this **agreement** shall mean the current edition thereof with all amendments thereto as at the date of submission of the **contractor's** tender
- 4.2 The **parties** shall sign the original **agreement** and shall each be issued with a copy thereof. The original signed **agreement** shall be held by the **principal agent** [CD]
- 4.3 The **priced documents** shall not be used as a specification of **materials and goods** or methods
- 4.4 The content of this **agreement** shall not be published or disclosed or used for any purpose other than that specified in this **agreement**
- 4.5 The **principal agent** and/or **agents** shall timeously provide the number of copies of drawings, un-priced **bills of quantities** and other **construction information** at no cost to the **contractor** [CD]

5.0 EMPLOYER'S AGENTS

- 5.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of this **agreement**. The **principal agent** has no authority to amend this **agreement**
- 5.2 The **employer** may appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement** [CD]. The **principal agent** shall give **notice** to the **contractor** where such authority is delegated to issue **contract instructions** and perform duties for specific aspects of the **works**

- 5.3 The **principal agent** and/or **agents** shall declare any interest or involvement in the **works** other than a professional interest, where applicable [CD]
- 5.4 Where the **principal agent** fails to act in terms of this agreement and/or any **agent** fails to act in terms of delegated authority, the **contractor** shall give notice to the **principal agent**, with a copy to the **employer**, to rectify such default within five (5) **working days**. Where such default has not been rectified, the **contractor** may give notice to suspend the **works**
- 5.5 Where the **principal agent** or any **agent** fails to act or is unable to act or ceases to be the **principal agent** or an **agent** in terms of this agreement, the **employer** shall appoint another **principal agent** or **agent** within ten (10) **working days** of the date of such notice from the **contractor**. The **employer** shall not appoint a **principal agent** or an **agent** against whom the **contractor** makes reasonable objection within five (5) **working days** of receipt of notice of intention to make such an appointment
- 5.6 The **employer** shall not interfere with or prevent the **principal agent** or an **agent** from exercising fair and reasonable judgement when performing their obligations in terms of this agreement

6.0 PRINCIPAL AGENT

- 6.1 The **principal agent** shall:
- 6.1.1 Administer this agreement
- 6.1.2 Meet regularly with the **contractor** and **agents** to monitor progress of the **works**, and to deal with technical and coordination matters. The **principal agent** shall record and timeously distribute the **contract minutes** of such meetings
- 6.1.3 Issue **construction information** timeously
- 6.1.4 Give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** required of the **contractor** to achieve **practical completion** and **final completion**
- 6.1.5 Revise the date for **practical completion** [17.0]
- 6.1.6 Issue a **certificate of practical completion** and a **certificate of final completion** where the **works** has reached the specified standard of completion [15.3.3; 16.2.2]
- 6.1.7 Issue interim **payment certificates** to the **contractor** by the due date [CD] with a copy to the **employer** until the issue of the **final payment certificate** [19.2]
- 6.1.8 Adjust the **contract value** and prepare the **final account** [20.0]

7.0 DESIGN RESPONSIBILITY

- 7.1 The **contractor** shall not be responsible for the design of the **works** other than the **contractor's** temporary works. The **contractor** shall not be responsible for the coordination of design elements

INSURANCES AND SECURITIES

8.0 RISKS, INDEMNITIES AND INSURANCES

- 8.1 The **employer** shall be at risk for and indemnifies and holds the **contractor** harmless from claims or proceedings for damages, expenses and/or loss (including legal fees and expenses) in respect of or arising from or out of the execution of the **works** or occupation of the **site** by the **contractor** due to:
- 8.1.1 Physical loss and repairing damage to the **works** including existing structures and the contents thereof
- 8.1.2 The support of structures being altered or added to and/or the removal of or weakening of or interference with the support of land and/or property adjacent to or within the **site**
- 8.1.3 A defect in **free issue** and/or work to be executed and/or installed in the **works** by a **direct contractor**
- 8.1.4 Design of the **works** (other than **contractor's** temporary works)

8.1.5 **Force majeure**

8.2 The **employer** shall effect and keep in force in the joint names of the **parties** the following insurances from the date of possession of the **site** until the issue of the **certificate of practical completion**

8.2.1 Contract works insurance [CD] for the **works** that shall make provision for **direct contractors** [CD], **free issue** [CD], **materials and goods**, professional fees, temporary works, the clearing away and removing of all debris, any other costs to reinstate the **works** and where required and damage to **employer** owned surrounding property [CD]

8.2.2 Supplementary insurance [CD] for the **works** against loss or damage caused by civil commotion, riot, strike, labour disturbances and lockout to the extent not insured under the contract works insurance

8.2.3 Public liability insurance [CD] providing indemnity in respect of accidental death or injury to any person and accidental loss of or physical damage to tangible property to remain in force to **final completion**

8.2.4 Removal of lateral support insurance [CD] where the **employer** considers that the execution of the **works** could cause the removal of or weakening of or interference with the support of land or property adjacent to or within the **site** (including **employer** owned surrounding property) and the consequences thereof. The **employer** shall appoint an **agent** to design and monitor appropriate support structures for use in excavations and/or in an existing property that forms part of the **works** and/or the **site**

8.2.5 Other insurances [CD]

8.3 The **employer** shall provide the **contractor** with the entire policy wording of such policies

8.4 The **employer** shall give **notice** to the insurers of any relevant changes in respect of this **agreement**

8.5 The **contractor** shall effect and keep in force until the **contractor's** responsibility has ended insurances in respect of his:

8.5.1 **Employees**

8.5.2 **Construction equipment**

8.6 The **contractor** shall be responsible for the policy deductibles [CD] in respect of the insurances arranged by the **employer** where an action or inaction by the **contractor** is the cause of a claim

8.7 Should any incident or event occur which could give rise to a potential claim in terms of the insurances arranged by the **employer**, the **contractor** shall give **notice** to the **principal agent**

9.0 **SECURITIES**

9.1 The **contractor** shall offer one of the following to the **employer**:

9.1.1 **A guarantee for construction**

or...

9.1.2 **Payment reduction**

9.2 The **employer** shall provide to the **contractor** a **guarantee for payment** where required in the accepted tender [CD]. On receipt of such **security** the **contractor** shall waive his lien or right of continuing possession of the **works**, where this has not been waived

9.3 The **parties** shall:

9.3.1 Provide to the other **party** the **security** [CD] within fifteen (15) **working days** of acceptance of the tender

9.3.2 Provide to the other **party** a replacement **security** where the date for **practical completion** is extended to suit the revised **construction period** for an appropriate value at least twenty (20) **working days** prior to its expiry date

9.3.3 Where the **contract value** exceeds the **contract sum** by more than ten per cent (10%), provide an adjusted **security** at the **employer's** expense and provide written proof of such adjustment to the respective **parties**

9.3.4 Return the original (adjusted) **security** form within ten (10) **working days** after its expiry date

- 9.4 Where an advanced payment is required for work prior to installation or for **materials and goods** stored off site, the **contractor** shall provide a **guarantee for advance payment** equal in value to the aggregate amount of all such advanced payments [CD]
- 9.5 Where a **party** makes an unjustified call on a **security**, the amount paid and **default interest** shall be paid to the other **party**

EXECUTION

10.0 OBLIGATIONS OF THE EMPLOYER

- 10.1 The **employer** shall:
- 10.1.1 Appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement**
 - 10.1.2 Ensure the **principal agent** and/or **agents** provide all **construction information** timeously to the **contractor**
 - 10.1.3 Record specific requirements [CD] where the existing premises will be in use and occupied during the execution of the **works** including restriction of working hours [CD]
 - 10.1.4 Record and describe relevant natural features and known services [CD] where the **contractor** shall be responsible for their preservation
 - 10.1.5 Define any restrictions to the **site** or areas that the **contractor** may not occupy [CD]
 - 10.1.6 Give possession of the **site** to the **contractor** on the agreed date [CD]
 - 10.1.7 Effect and keep in force insurances in the joint names of the **parties** [CD]
 - 10.1.8 Provide a **guarantee for payment** [9.2], where applicable [CD]
 - 10.1.9 Make payments by the due date [19.9] [CD]
 - 10.1.10 Make advance payment(s), where required [9.4] [CD]
 - 10.1.11 Permit reasonable access to the **works** by the **contractor** subsequent to **practical completion** to fulfil outstanding obligations [15.6]
 - 10.1.12 Supply **free issue** to suit the **programme** [CD]
 - 10.1.13 Define the extent of work to be carried out by a **direct contractor** [13.0] [CD]
- 10.2 The **employer** may employ:
- 10.2.1 **Direct contractors** [CD]
 - 10.2.2 Others to rectify any default of the **contractor** and recover expense and loss resulting from such action

11.0 OBLIGATIONS OF THE CONTRACTOR

- 11.1 The **contractor** shall submit to the **principal agent** within fifteen (15) **working days** of acceptance of tender:
- 11.1.1 The **priced document** [CD]
 - 11.1.2 A **programme** for the **works** in sufficient detail to monitor the progress of the **works**
 - 11.1.3 A **guarantee for construction** [9.1.1] [CD]
 - 11.1.4 A JBCC® format waiver of lien, where applicable [CD]
- 11.2 The **contractor**, on appointment, shall:
- 11.2.1 Forthwith submit statutory notices for the **works**

- 11.2.2 Designate a competent person to continuously administer and control the **works** as the **contractor's** representative. A **contract instruction** given to the **contractor's** representative shall be deemed to be given to the **contractor**
- 11.2.3 Maintain daily records in compliance with the law and provide regular copies to the **principal agent**
- 11.2.4 Provide everything necessary for the proper execution of the **works** in compliance with the **agreement** using materials and workmanship of the quality and standards specified to the approval of the **principal agent**
- 11.2.5 Provide, maintain and remove on completion any temporary structures and **construction equipment**
- 11.2.6 Commence the **works** within ten (10) **working days** and proceed with due diligence, regularity, expedition, skill and appropriate resources to bring the **works** to **practical completion** and to **final completion**
- 11.2.7 Keep on **site** a copy of all **construction information** required for execution of the **works** to which the **employer** and **principal agent** and/or **agents** shall have reasonable access
- 11.2.8 Assist the **principal agent** in the preparation of **payment certificates** [19.1]
- 11.2.9 Allow the **employer** and **agents** reasonable access to the **works**, workshops and other places where work is being prepared, executed or stored
- 11.2.10 On achievement of **practical completion** hand over to the **principal agent** all information for the preparation of 'as built' documentation and applicable statutory/regulatory approval certificates
- 11.2.11 On achievement of **final completion** hand over to the **principal agent** all operating and instruction manuals, product guarantees and the like

12.0 SETTING OUT

- 12.1 The **principal agent** or an **agent** with delegated authority shall:
 - 12.1.1 Point out boundary pegs or beacons identifying the **site** and the datum level
 - 12.1.2 Define the setting out points and levels required for the execution of the **works**
- 12.2 The **contractor** shall:
 - 12.2.1 Be responsible for the accurate setting out of the **works** notwithstanding checking by others
 - 12.2.2 Be responsible for the preservation and the reinstatement of boundary pegs, beacons and other survey information
 - 12.2.3 Not be responsible for incorrect setting out if incorrect information was issued to the **contractor**
- 12.3 The **contractor** shall immediately suspend affected work to an appropriate extent where encroachments of adjoining structures occur and where undocumented services, natural features, articles of value or relics are uncovered on the **site** and notify the **principal agent** who shall issue a **contract instruction** on how to proceed with the **works**. Any relics or other articles of value found on the **site** shall remain the property of the **employer**

13.0 DIRECT CONTRACTORS

- 13.1 The **contractor** shall:
 - 13.1.1 In accordance with a **contract instruction** from the **principal agent** permit **direct contractors** [CD] to execute and/or install work as part of the **works**. Such access to the **works** shall not constitute deemed achievement of **practical completion** or occupation by the **employer**
 - 13.1.2 Make reasonable allowance in the **programme** for such work or installation
 - 13.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [20.0]
- 13.2 Payment of **direct contractors** shall be the responsibility of the **employer** outside this **agreement**
- 13.3 There shall be no privity of contract between the **contractor** and a **direct contractor** appointed by the **employer**

14.0 CONTRACT INSTRUCTIONS

- 14.1 The principal agent may issue **contract instructions** to the **contractor** regarding:
- 14.1.1 Rectification of discrepancies, errors in description or quantity or omissions in this **agreement** other than in the **JBCC® Minor Works Agreement**
 - 14.1.2 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
 - 14.1.3 The **site** [12.0]
 - 14.1.4 Compliance with the **law**, regulations and bylaws [2.1]
 - 14.1.5 Provision and testing of samples of **materials and goods** and/or finishes or assemblies of elements of the **works**
 - 14.1.6 Opening up of work for inspection, removal or re-execution
 - 14.1.7 Removal or re-execution of work
 - 14.1.8 Removal or substitution of any **materials and goods**
 - 14.1.9 Protection of the **works**
 - 14.1.10 Making good physical loss and repairing damage to the **works** [8.0]
 - 14.1.11 Rectification of **defects** [16.4, 16.8]
 - 14.1.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
 - 14.1.13 Expenditure of **employer allowances** and/or **prime cost amounts**
 - 14.1.14 Work by **direct contractors** [13.0]
 - 14.1.15 Access by other or previous contractors to remedy defective work
 - 14.1.16 Removal from the **site** of any person employed on the **works**
 - 14.1.17 Removal from the **site** of any person not engaged on or connected with the **works**
 - 14.1.18 On **suspension** or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [21.6.1]
- 14.2 The **contractor** shall comply with and duly execute all **contract instructions**
- 14.3 Should the **contractor** fail to proceed with a **contract instruction** with due diligence, the **principal agent** may give **notice** to the **contractor** to proceed within five (5) **working days** of receipt of such **notice**. Where the **contractor** remains in default, the **employer** may engage others to carry out such **contract instruction** and may recover expense and/or loss incurred [20.7]
- 14.4 The **contractor** shall not be obliged to carry out a **contract instruction** for additional work issued after the certified date of **practical completion**
- 14.5 Oral instructions shall be of no force or effect

COMPLETION

15.0 PRACTICAL COMPLETION

- 15.1 The principal agent shall:
- 15.1.1 Inspect the **works** at appropriate intervals to give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** that the **contractor** will be required to achieve for **practical completion** [CD]

- 15.1.2 Issue a **contract instruction** [14.0] consequent on such inspection, where necessary
- 15.2 The **contractor** shall:
 - 15.2.1 Inspect the **works** in advance of the anticipated date for **practical completion** to confirm that the standard of work required and the state of completion of the **works** for **practical completion** [CD] has been achieved
 - 15.2.2 Give at least five (5) **working days** notice to the **principal agent** of the anticipated date for the inspection for **practical completion** of the **works** to meet the anticipated date for **practical completion**
- 15.3 The **principal agent** shall inspect the **works** within the period stated [CD] and forthwith issue to the **contractor**:
 - 15.3.1 A comprehensive and conclusive **list for practical completion** [14.1.12] where the **works** has not reached **practical completion** specifying the **defects** to be rectified and work to be completed to achieve **practical completion**
 - 15.3.2 An updated **list for practical completion** limited to items on the **list for practical completion** that have not been attended to satisfactorily. The **contractor** shall repeat the procedure until all items on the **list for practical completion** have been attended to satisfactorily before the **certificate of practical completion** is issued by the **principal agent**
or ...
 - 15.3.3 A **certificate of practical completion** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved
 - 15.3.4 A **list for completion** with a copy to the **employer** of items to be rectified and work to be completed
- 15.4 Should the **principal agent** not issue a **list for practical completion** or the updated list within five (5) **working days** after the inspection period, [15.3] the **contractor** shall give notice to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such notice, **practical completion** shall be deemed to have been achieved on the date of such notice and the **principal agent** shall issue the **certificate of practical completion** forthwith
- 15.5 Where the **employer** takes possession of the whole or a portion of the **works** by agreement with the **contractor**, **practical completion** shall be deemed to have occurred [15.3.3-4]
- 15.6 On issue of the **certificate of practical completion** the **employer** shall be entitled to possession of the **works** and the **site** subject to the **contractor's** lien, or right of continuing possession of the **works**, where this has not been waived

16.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

- 16.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [16.4], whichever is the later
- 16.2 On expiry of the **defects liability period** the **principal agent** shall inspect the **works** and forthwith issue:
 - 16.2.1 A **list for final completion** specifying all outstanding work to be completed and/or **defects** to be rectified to achieve **final completion** where the **works** has not reached **final completion**. The **contractor** shall promptly attend to the items listed, and repeat the procedure until the **certificate of final completion** is issued by the **principal agent**
or ...
 - 16.2.2 A **certificate of final completion** to the **contractor** with a copy to the **employer** where the **works** has reached **final completion**
- 16.3 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [16.2.1] the **contractor** shall forthwith give notice to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such notice, **final completion** shall be deemed to have been achieved on the date of expiry of the notice
- 16.4 A **certificate of final completion** shall be conclusive as to the sufficiency of the **works** and that the **contractor's** obligations [11.2.6] have been fulfilled other than for **latent defects**

- 16.5 The latent defects liability period for the **works** shall commence at the start of the **construction period** and end five (5) years from the date of **final completion** [16.2.2]
- 16.6 Where termination of this **agreement** occurs before the date of **final completion**, the latent defects liability period shall end:
 - 16.6.1 Five (5) years from the date of termination [21.11]
 - or...
 - 16.6.2 On the date of termination where execution of the **works** has become impossible due to circumstances beyond the control of either **party** [21.17], or on the date of termination by the **contractor** due to default by the **employer**, the **principal agent** and/or **agents** [21.6]
- 16.7 Where the **contractor** or a supplier is required to give a guarantee, warranty or indemnity, other than a **security** to the **contractor**, the rights under such guarantee, warranty or indemnity shall be ceded to the **employer** on the date of issue of the **certificate of final completion**. This cession shall not prejudice any other rights the **employer** may have
- 16.8 The **contractor** shall make good all **latent defects** that appear up to the date of expiry of the latent defects liability period [3.3]

17.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 17.1 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** without an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:
 - 17.1.1 Adverse weather conditions
 - 17.1.2 Inability to obtain **materials and goods** where the **contractor** has taken reasonable steps to avoid or reduce such delay
 - 17.1.3 Making good physical loss and repairing damage to the **works** [8.0] where such risk is beyond the reasonable control of the **parties**
 - 17.1.4 Exercise of statutory power by a body of state, public or local authority that directly affects the execution of the **works**
 - 17.1.5 **Force majeure**
- 17.2 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** with an adjustment of the **contract value** [20.0], for a delay to **practical completion** caused by one or more of the following events:
 - 17.2.1 Delayed possession of the **site** [10.1.6]
 - 17.2.2 Making good physical loss and repairing damage to the **works** where the **contractor** is not at risk
 - 17.2.3 **Contract instructions** [14.0] not occasioned by the **contractor's** default
 - 17.2.4 Opening up [14.1.6] and testing of work and **materials and goods** [14.1.5] where such work is in accordance with the **agreement**
 - 17.2.5 Late or incorrect issue of **construction information** [10.1.2; 12.1; 14.1]
 - 17.2.6 Late supply of **free issue, materials and goods** for which the **employer** is responsible
 - 17.2.7 An act or omission of a **direct contractor** [13.0]
 - 17.2.8 **Suspension of the works**
- 17.3 Where the circumstances in 17.1 or 17.2 do not apply or due to any other cause beyond the **contractor's** control the **contractor** may give **notice** of a possible claim to the **principal agent** on becoming aware of such delay
- 17.4 The **contractor** shall give **notice** at the next site meeting of the cause of such delay and the **working days** claimed and expense and loss incurred where applicable

17.5 The **principal agent** shall:

- 17.5.1 Determine the revised date for **practical completion** by granting, reducing or refusing each extension claimed at intervals no greater than ten (10) **working days**
- 17.5.2 Determine the adjustment of the **contract value** where claimed at intervals no greater than ten (10) **working days**
- 17.5.3 Record the details of the delay and adjustment to the **contract value** in the **contract minutes**
- 17.6 Where the **contractor** disagrees with such a decision, the **principal agent** shall give reasons for his decision to revise the date for **practical completion** and/or to adjust the **contract value** and shall record such information in the **contract minutes**. The **contractor** may dispute such reasons and the effects thereof

18.0 PENALTY FOR LATE OR NON-COMPLETION

- 18.1 Where the **contractor** fails to bring the works to **practical completion** by the date for **practical completion**, or the revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty** [CD]
- 18.2 Where the **employer** elects to levy such **penalty** the **employer**, or the **principal agent** on instruction from the **employer**, shall give notice thereof to the **contractor**. The **principal agent** shall determine the **penalty** due from the later of the date for **practical completion** [CD], or the revised date for **practical completion**, up to and including the earlier of:
 - 18.2.1 The actual or deemed date of **practical completion** of the works [15.3.3]
 - 18.2.2 The date of termination [21.6]
- 18.3 The **principal agent** shall include the **penalty** in regular interim **payment certificates** from the date on which the **employer's** entitlement to **penalties** commences

PAYMENT

19.0 PAYMENT

- 19.1 The **contractor** shall cooperate with and assist the **principal agent** in the preparation of payment valuations by providing all required documents and quantified amounts of work duly executed. Where the **contractor** has not provided such information the **principal agent** shall make a fair estimate of the work executed
- 19.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the final **payment certificate**. A **payment certificate** may be for a nil or negative amount
- 19.3 Each **payment certificate** shall separately include:
 - 19.3.1 A fair estimate of the value of work executed
 - 19.3.2 A fair estimate of **materials and goods** [CD]
 - 19.3.3 **Security** adjustment [9.1.2]
 - 19.3.4 The gross amount certified
 - 19.3.5 The amount previously certified
 - 19.3.6 Amounts due to either party
 - 19.3.7 Tax
 - 19.3.8 Interest due [19.9]
 - 19.3.9 Other non-taxable amounts
 - 19.3.10 The net amount certified due to the **contractor** or the **employer**

- 19.4 The value of **materials and goods** [19.3.2] (excluding **materials and goods off site** or in transit) shall be included in the amount certified only where:
- 19.4.1 Not prematurely delivered or offered for delivery in terms of the **programme**
- 19.4.2 Stored and suitably protected against loss and damage
- 19.5 The value of **materials and goods** [19.3.2] stored off **site** and/or in transit shall be included in the amount certified only where covered by a **guarantee for advance payment** or such other **security** as may be acceptable to the **employer** [CD]
- 19.6 **Materials and goods** when certified [19.4] and paid for shall become the property of the **employer** and shall not be removed without the written authority of the **principal agent**
- 19.7 An interim **payment certificate** shall not be evidence that the **works** and **materials and goods** are in terms of the **agreement**
- 19.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** including adjustments in the **final payment certificate**
- 19.9 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** including **default interest**, if due, within fourteen (14) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.10 The **contractor** shall pay the **employer** the amount certified in an issued **payment certificate** including **default interest**, if due, within twenty-one (21) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.11 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give three (3) **working days** notice to comply, failing which the **contractor** may:
- 19.11.1 **Suspend the works** [21.1]
- 19.11.2 Exercise the lien, or right of continuing possession of the **works**, where this has not been waived
- 19.11.3 Call up the **guarantee for payment** [9.2]
- 19.12 The **principal agent** shall issue the **final payment certificate** to the **contractor** with a copy to the **employer** within five (5) **working days** of acceptance of the **final account** by the **contractor**, but not before the issue of the **certificate of final completion**, other than on termination [20.8]
- 19.13 Where the **contractor** disputes the correctness of the **final account** within the period allowed [20.9], the **principal agent** shall issue interim **payment certificates** to the **contractor** with a copy to the **employer** by the due date [CD] for the undisputed amount(s)
- 19.1.4 For the purposes of provisional sentence in relation to a **payment certificate** only, the **parties** consent to the jurisdiction of any court of **law** of the country [CD]

20.0 ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

- 20.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**. Where such adjustments require measurement on site, the **contractor** shall have the right to be present
- 20.2 The **principal agent** shall rectify discrepancies, errors in description or quantity, or omission of items in the **agreement** other than in this **agreement** [14.1.1]
- 20.3 The **principal agent** shall adjust the **contract value** resulting from a **contract instruction** [14.1.2] determined as follows:
- 20.3.1 Work of a similar character executed under similar conditions shall be priced at the rates in the **priced document**
- 20.3.2 Work not of a similar character shall be priced at rates based on those in the **priced document** and adjusted to suit the changed circumstances
- 20.3.3 If the above methods do not apply, work shall be priced at rates based on the necessary use of labour, **construction equipment** and/or **materials and goods** for executing the work plus an allowance of ten per cent (10%) mark-up

- 20.4 Where the **contractor** has made payment for items not included in the **priced document**, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value** limited to:
- 20.4.1 Charges by authorities
- 20.4.2 The cost of opening up and testing [14.1.6] where the work is according to the **agreement**
- 20.5 The **contractor** shall give **notice** to the **principal agent** of becoming aware of expense and/or loss for which provision was not required in the **contract sum**
- 20.6 The **principal agent** shall:
 - 20.6.1 Omit **employer allowances** [14.1.13] and **prime cost amounts** from the **contract sum** and determine the actual value of such work to be added to the **contract value**
 - 20.6.2 Prorate the **contractor's** allowances for profit and attendance on **employer allowances** and **prime cost amounts**
 - 20.6.3 Adjust the **preliminaries** in the **priced document**
- 20.7 Where the **employer** has incurred expense and loss arising from an insurance claim for which the **contractor** was responsible the **employer** shall provide details thereof to the **principal agent** for adjustment of the **contract value** in the amount stated
- 20.8 The **principal agent** shall prepare and issue the **final account** to the **contractor** within thirty (30) **working days** of the date of **practical completion**
- 20.9 The **contractor** shall accept the **final account** or object with substantiated reasons within fifteen (15) **working days** of receipt thereof failing which the **final account** shall be deemed to be accepted
- 20.10 Should the **contractor** give **notice** objecting to the correctness of the **final account** within the period [20.9] and such objection not be resolved within ten (10) **working days**, or such an extended period as the **principal agent** may allow on request from the **contractor**, the **contractor** may give **notice** of a disagreement

SUSPENSION OR TERMINATION

21.0 SUSPENSION OR TERMINATION

Suspension or termination by the contractor

- 21.1 The **contractor** may give **notice** of intention to suspend or terminate this **agreement** where the **employer** has failed to timeously:
 - 21.1.1 Provide and/or maintain a **guarantee for payment** [CD] [9.2]
 - 21.1.2 Give possession of the **site** to the **contractor** [10.1.6]
 - 21.1.3 Pay the amount certified [19.11.1]
 - 21.1.4 Appoint another **principal agent** and/or **agents** [5.5]
 - 21.1.5 Allow the **principal agent** and/or **agents** to exercise fair judgement [5.6]
 - 21.1.6 Effect insurances [8.2]
or ...
 - 21.1.7 Where the **principal agent** has failed to timeously issue to the **contractor** **construction information** [10.1.2] or a **payment certificate** [19.2]
- 21.2 Where the **employer** or **principal agent** is in default [21.1.1 – 7] the **contractor** may give five (5) **working days** **notice** to the **employer** of intention to suspend the **works**. Where a specified default in terms of the **notice** has not been remedied the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have
- 21.3 Where the **works** has been suspended [21.1] the **principal agent** shall revise the date for **practical completion** on resumption of the **works** [17.2.8]

- 21.4 Where the **contractor** decides to terminate this **agreement** the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [21.1.1-7] to be remedied within five (5) **working days** of the date of receipt of such **notice**
- 21.5 Where a specified default has not been remedied within such period [21.4] the **contractor** may give **notice** to the **employer** and the **principal agent** of the termination of this **agreement** forthwith
- 21.6 Where this **agreement** is terminated:
- 21.6.1 The **contractor** shall remove temporary structures, **construction equipment** and surplus materials and goods from the **site** within ten (10) **working days**, or such period agreed by the **principal agent**
- 21.6.2 The latent defects liability period for the completed portion of the **works** shall end on the date of termination [16.5]
- 21.6.3 The **contractor** may be entitled to damages
- 21.6.4 The **guarantee for payment**, where applicable [CD], shall expire on payment of the **final payment certificate**
- 21.6.5 The **guarantee for construction** shall expire on the date of termination
- 21.6.6 The **guarantee for advance payment**, where applicable [CD], shall expire on repayment of amounts due to the **employer**
- 21.7 Termination of the **works** shall not prejudice any rights the **contractor** may have
- 21.8 The right to terminate may not be exercised where the **contractor** is in material breach of this **agreement**
- Termination by the employer**
- 21.9 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has failed to:
- 21.9.1 Provide and/or maintain a **guarantee for construction** [CD] [9.1.1]
- 21.9.2 Proceed with the **works** [11.2.6]
- 21.9.3 Comply timeously with a **contract instruction** [14.3]
- 21.10 Where the **employer** contemplates terminating this **agreement** the **principal agent** shall give **notice** to the **contractor** of a specified default [21.9.1-3] to be remedied within ten (10) **working days** of the date of receipt of such **notice**
- 21.11 Where a specified default has not been remedied within such period [21.10] the **employer** may give **notice** to the **contractor** of termination of this **agreement** forthwith
- 21.12 The **employer** may:
- 21.12.1 Employ others to safeguard the **works**, complete the outstanding work and rectify defects in that portion of the **works** executed by the **contractor** [10.2.2]
- 21.12.2 Use **materials and goods** and temporary structures on the **site** for which payment shall be included in the **final account**
- 21.12.3 Sell temporary structures or **construction equipment** belonging to the **contractor** where the **contractor** fails to remove such items on **notice** to do so, without being responsible for any loss or damage
- 21.12.4 Recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the **works**
- 21.12.5 Apply the **penalty** [18.2] up to the date of termination where the initial or revised date for **practical completion** has passed
- 21.13 The **employer** has the right of recovery against the **contractor**, where applicable, [CD], from the:
- 21.13.1 **Guarantee for construction** until the final payment has been made
or ...
- 21.13.2 **Payment reduction**

or ...

- 21.13.3 **Guarantee for advance payment** until the outstanding balance has been repaid to the **employer**
- 21.14 The latent defects liability period for the completed portion of the **works** shall end [16.6] five (5) years from the date of termination
- 21.15 Termination of the **works** shall not prejudice any rights the **employer** may have
- 21.16 The right to terminate may not be exercised where the **employer** is in material breach of this **agreement**

Termination due to impossibility of performance

- 21.17 Either party may terminate this **agreement** where the **works** is:
 - 21.17.1 Stopped for forty-five **calendar days** due to circumstances beyond the control of either **party**
 - 21.17.2 Substantially damaged or destroyed
- 21.18 Where either **party** decides to terminate this **agreement** the party seeking termination shall give **notice** to the other **party**
- 21.19 The **contractor** shall:
 - 21.19.1 Cease work and ensure that the **works** is safe in terms of the **law**
 - 21.19.2 Remain responsible for the **works** [11.2] until possession is relinquished to the **employer**
- 21.20 Termination shall take effect from the date recorded by the **principal agent** [21.19.2]
- 21.21 The **securities**, where applicable, shall expire and be returned to the **contractor** or **employer**:
 - 21.21.1 The **guarantee for payment** shall expire on payment of the **final payment certificate** or on payment in full of the guaranteed sum or on the **security** expiry date, whichever is the earlier
 - 21.21.2 The **guarantee for construction** shall expire on the date of termination
 - 21.21.3 The **guarantee for advance payment** shall expire on repayment of amounts due to the **employer**
- 21.22 The **principal agent**, in consultation with the **contractor** where possible, shall within twenty (20) **working days** of the date of termination compile and issue to the **parties** a **status report** of the **works** including marked up drawings and photographs recording completed and incomplete work on the date of termination of the **works**
- 21.23 The **principal agent** shall continue to certify the value of the work executed and **materials and goods** until the issue of the **final payment certificate** [19.2; 19.8]
- 21.24 The **principal agent** shall commence and complete the **final account** [20.0] within thirty (30) **working days** of the date of termination including the cost of **materials and goods** and those ordered before termination that the **contractor** is bound to accept and make payment for
- 21.25 This clause [21.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

DISPUTE RESOLUTION

22.0 DISPUTE RESOLUTION

- 22.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** out of or concerning this **agreement**, its validity or termination, either **party** may give **notice** of disagreement. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them.
- 22.2 Where the disagreement is not resolved within ten (10) **working days** of receipt of the **notice** of disagreement, such disagreement shall be deemed to be a dispute and may be referred to adjudication by either **party**
- 22.3 The **notice** of adjudication shall clearly define the scope of the dispute and the relief sought by adjudication

- 22.4 Failure to comply with the procedure described [22.5] shall cause the dispute to be resolved by arbitration and not by adjudication
- 22.5 Where a dispute is referred to adjudication:
- 22.5.1 The adjudicator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the parties
- 22.5.2 The applicable rules shall be stated [CD] or shall be by agreement between the parties and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither party shall be entitled to legal representation, unless otherwise agreed in writing by the parties
- 22.5.3 A determination given by the adjudicator shall be immediately binding upon and implemented by the parties notwithstanding that either party may give notice to refer the determination to arbitration
- 22.5.4 Where the adjudicator has not given a determination within the time period allowed or an extended time period provided in the applicable rules for adjudication either party may give notice to the other party and to the adjudicator that if such determination is not received within ten (10) working days of receipt of this notice his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the claimant
- 22.5.5 The adjudicator shall not be eligible for subsequent appointment as the arbitrator
- 22.6 Where the dispute is referred to arbitration:
- 22.6.1 Arbitration shall not be construed as a review or appeal from any adjudicator's determination and that any such determination by the adjudicator shall remain in force and continue to be implemented until overturned by an arbitration award
- 22.6.2 The resolution of the dispute shall commence anew
- 22.6.3 The referring party in the adjudication shall be the claimant in the arbitration
- 22.6.4 The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the parties
- 22.6.5 The applicable rules shall be stated [CD] or shall be by agreement between the parties and the arbitrator, failing which the rules shall be determined by the arbitrator
- 22.6.6 The arbitrator shall have the authority to finally determine the dispute including the power to make, open up and revise any certificate, opinion, decision, determination, requisition or notice relating to the dispute as if no such certificate, opinion, decision, determination, requisition or notice had been issued or given
- 22.6.7 The arbitrator's award shall be final and binding on the parties
- 22.7 Where the body to nominate an adjudicator [CD] or an arbitrator [CD] is not specified the referring party shall be entitled to stipulate the body that is to nominate the adjudicator or the arbitrator binding the other party to accept such nomination
- 22.8 Notwithstanding the provisions relating to the resolution of a disagreement, adjudication or arbitration [22.5; 22.6], the parties may, by agreement and at any time, refer a dispute to mediation, in which event:
- 22.8.1 The provisions relating to adjudication and/or arbitration shall be deemed to be suspended from the time of such agreement until notice by either party that they be resumed
- 22.8.2 The appointment of a mediator, the procedure and the status of the outcome shall be agreed between the parties
- 22.8.3 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses
- 22.9 The parties shall continue to perform their obligations in terms of this agreement, notwithstanding that a disagreement or dispute exists between them
- 22.10 This clause [22.0] shall, to the extent necessary to fulfil its purpose, exist independently of this agreement

AGREEMENT

This agreement comprises the entire contract between the parties. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the parties.

The contracting parties

The parties	Employer	Contractor
Business name		
Business type		
Business registration		
Tax number (VAT/GST)		
Contact person		
Telephone		
Mobile number		
E-mail		
Address: Building name		
Address: Street		
Address: Suburb		
Address: City		
Address: P O Box		
Address: Post Office		
Address: Province		
Address: Country		
Project name		
Project location		
Currency		
Accepted contract sum including tax		
Accepted contract sum including tax in words		
Signed – who by signature hereto warrants authority		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of witness		

NOTES

C2

PRICING DATA

Tender

Part C2: Agreement and Contract

C2.1

**PRICING
INSTRUCTIONS**

C2.1 PRICING INSTRUCTIONS

1. For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:

The unit of measurement for each item of work as defined in the Specification or Project Specifications.

Quantity:

The number of units of work for each item.

Rate:

The agreed payment per unit of measurement.

Amount:

The product of the quantity and the agreed rate for an item.

Lump Sum:

An agreed amount for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere, but the quantity of which is not measured in any units.

2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
3. The Bill of Quantities forms an integral part of the contract.
4. The quantities set out in the Bill of Quantities are the estimated quantities of the works. The total of the Prices for the completed contract shall be compiled from the actual quantities of work done, valued at the relevant unit rates and prices.
5. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.
7. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
8. If the tenderer should group a number of items together and tender one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item. Should he indicate against any item that full compensation for such item has been included in another item, the rate for that item included in another item shall be deemed to be nil.

9. The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.
10. Rates and lump sums shall also be exclusive of Value Added Tax (VAT). The summary of the Bill of Quantities allows separately for the calculation of an allowance for Value Added Tax (VAT) (output tax in terms of the tenderer). Rates and lump sums shall, however, be inclusive of all other taxes and levies.
11. The short descriptions of items for payment given in the Bill of Quantities are only for the purpose of identifying the items. For more details regarding the extent of the work entailed under each item appear in the Scope.
12. The amounts for Provisional sums and Prime Cost sums are provided by the Employer.
13. The Works as executed will be measured for payment in accordance with the methods described in the contract. The nett measurements of mass of the finished work in place shall be taken for payment but excluding any volume or mass of work in excess of that ordered.
14. The amount of work or the quantities of material stated in the Bill of Quantities shall not be considered as restricting or extending the amount of work to be done, or quantity of material to be supplied by the Contractor.
15. The stating of quantities of material or amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute the work. The Contractor shall obtain the Supervisor's detailed instructions for all work before ordering any materials for, or executing work, or making arrangements in this regard. Orders of materials shall be made from information contained in the drawings and schedules and not from the Bills of Quantities.
16. Subject to the conditions stated in paragraph 17 below, the rates and lump sums filled in by the tenderer in the Bill of Quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled Bill of Quantities. The amount will be regarded as being correct, and the Employer shall have the right to make such adjustments to the rates as he may deem necessary in order to reconcile the total of the Bill of Quantities with the tender sum. In their own interest tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the tender sum. Refer
17. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, the make adjustments, refer to clause F: 2.17 annex F: Standard Conditions of Tender.
18. All rates and sums quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be ignored.
19. The schedule titled Calculation of Tender Sum includes financial provision for payment of Contract Price Adjustment. Actual payments shall be made in terms of the Conditions of Contract.
20. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre
m	=	metre
km	=	kilometre
km.pass	=	kilometre-pass
m ²	=	square metre
m ² .pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ .km	=	cubic metre-kilometre
KW	=	kilowatt
l	=	litre
kl	=	kilofitre
h	=	hour
kg	=	kilogram
t	=	ton (1 000kg)
No	=	number
Sum	=	lump sum
PC sum	=	Prime Cost sum
Prov sum	=	Provisional sum
%	=	percent
MN	=	meganewton
MN.m	=	meganewton-metre
KN	=	Kilonewton
Mpa	=	megapascal

C2.2

BILL OF

QUANTITIES

Tender

Part C2: Agreements and Contract

C2.2

Bill of Quantities

Item No	Description	Unit	Qty	Rate	Amount R
	<u>Bill No 1</u>				
	<u>JBCC MINOR Works 5.2 - May 2018</u>				
	<u>BUILDING AGREEMENT AND PRELIMINARIES</u>				
	<u>(SCHEDULE OF RATES)</u>				
	<u>SECTION A</u>				
	Clause 11.0 - Obligations of the Contractor				
1	Contractual Requirements, Statutory and notices	sum	1		
2	Site meetings	sum	1		
3	Storage sheds	sum	1		
4	Water supplies, electric power and communication	sum	1		
	Clause 14 - 0 Contract instructions				
5	Site instruction book	sum	1		
6	Tools and Equipment	sum	1		
	<u>SECTION B</u>				
	Clause 4.2 Enclosure of the Works				
7	Security for Site Establishment	sum	1		
8	Removing of Site establishment	sum	1		
	<u>JBCC MINOR Works 5.2 - May 2018</u>				
9	Level 2 Construction Monitoring	sum	1		
	OHS Act, Construction Regulations and Management of the work				
	General safety obligation				
10	Risk assessment	sum	1		
11	Health and safety plan according to the nature of the project	sum	1		
12	COIDA	sum	1		
13	Personal Protective Clothing	sum	10		
	Carried to Summary			Sub total	

[illegible]

SECTION NO: 2		Unit	Qty	Rate	Total
BILL NO: 1					
EARTHWORKS (PROVISIONAL)					
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush and trees not exceeding 200mm girth	m ²	320		
Bulk excavation, filling etc					
2	Excavation in earth not exceeding 2m deep in trenches	m ³	20		
3	Excavation in earth exceeding 2m but not exceeding 4m deep for conservancy tank	m ³	18		
Extra over bulk excav in earth for excav in:					
4	<u>soft rock</u>	m ³	5		
5	<u>hard rock</u>	m ³	3		
Extra over excavation for carting away					
6	Surplus material from excav and/or stock piles to be spread evenly around site	m ³	6		
PROTECTION AGAINST TERMITES					
<u>Poisoning surfacing of ground or filling under floors, etc., including raking out 75mm deep V-shaped channels against walls, etc., treating with poison solution, backfilling & compacting to 93% Mod AASHTO density (soil poisoning)</u>					
7	To bottoms and sides of trenches etc.	m ²	33		
8	Under surface beds, under aprons, ramps etc.	m ²	200		
COMPACTION					
<u>Earth filling supplied by the Contractor compacted to 90% Mod AASHTO density (G5 Material).</u>					
9	Under floors, steps, etc.	m ³	19		
Risk of collapse					
10	To sides of trenches and/or hole excavations not exceeding 1.5m deep	m ²	68		
Keeping excavations free from water					
11	In trenches etc	item	1		
Carried FORWARD to summary of section No. 2				R	

SECTION NO. 2**BILL NO. 2****CONCRETE AND FORMWORK****UNREINFORCED CONCRETE****20 MPa/19 mm concrete**

- 1 On Strip footings cast against excavated surface

m³ 9

REINFORCED CONCRETE**20 MPa/19 mm concrete**

- 2 On surface bed finished smooth with steel float to receive vinyls

m³ 14

- 3 On 150mm thick base concrete in conservancy tank

m³ 1

- 4 100mm thick concrete cast in-situ for conservancy tank lid with permanent shutter supports underneath @ 28 days curing period

m³ 1

- 5 150mm thick concrete slab under pressure pumps etc.

m³ 1

MOVEMENT JOINTS

- 6 Movement joint not exceeding 300mm high formed of 10mm bitumen impregnated softboard between vertical concrete and brick surfaces.

m 34

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2**BILL NO. 3****MASONRY**

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

- 1 One brick wall in foundations and six courses in facings above NGL
- 2 One brick walls on septic/conservancy tank finished with plaster internally
- 3 Brick on edge header coarse fish along edges of ramps etc.

2.5mm Brickforce

- 4 150mm wide brickforce built in every coarse of foundation brickwall layer

m² 60

m² 30

m 5

m 340

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2

BILL NO. 4

WATER PROOFING

WATERPROOFING TO FLOORS

- 1 One layer of 250 micro USB green waterproof sheeting under surface
beds sealed at laps with pressure sensitive tape

m²

194

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2

BILL NO. 5

MODULAR STRUCTURE (Provisional)

The description below shall include supply, delivery & assembling of the structure

1. Supply, deliver and assemble modular structure measuring 200m2 to be erected on site by specialist firm. Double pitched roof with IBR roof sheeting, suspended ceilings, gutters & down pipes . The structure is divided into open plan library area (145m2), 8,75m2 kitchen, 11,4m2 office, 2x5m2 for each toilet (males & females), 6,25m2 paraplegic toilet & 13,5m2 passage in front of toilets. (Refer to attached drawings)
- 2, The structure to be erected on top of concrete slab and secured firmly to withstand strong winds etc. The structure should be fitted with high level aluminium windows fitted with buglars, 200x2150mm double door & emergency exit door, window blinds, verandah at entrance etc. all work & material to be SABS approved and according to set building standards and SANS.
- 3, The structure should also be wired ,fitted with distribution board (DB), circuit breakers, 16 x flush mounted plugs, lights switches, etc. note all internal lights to be energy efficient lights i.e LED'S, Double fluorescent light under verandah and four (4) day/night LED flood lights. A double trunking metal power skirting with 14 power points USB points inclusive. **COC to be provided upon completion.**
- 4, The structure should also incorporate for installation of 4x24000 BTU split aircons units in library area and 9000 BTU aircon in the admin office connected directly to DB,
- Note: Eng certificate to be provided for structure and Aircon certification including**

Item

1

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2

BILL NO. 6

CARPENTRY AND JOINERY

1 Supply and fit 1200 x 900mm sink unit with doors , shelves also fitted with four drawers made from oak wood boards and finished with post form top. All fittings should incl hinges, screws, etc.

no

2

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2**BILL NO. 7****IRONMONGERY****THE FOLLOWING IRONMONGERY FIXED TO DOORS, ETC.****Letters, nameplates etc.****"Union" or any other approved**

1	300x200mm anodised aluminium name plate with male & female symbol	no	2
2	300x200mm anodised aluminium name plate with paraplegic symbol	no	1
3	400x150mm anodised aluminium name plate with kitchen & office text	no	2

Bathroom fittings**"Union" or any other approved**

4	Stainless steel lockable toilet roll holder, plugged	no	3
5	500 x 600 toilet mirrors attached to walls with silver coated screws & caps	no	3

Pinning Boards, Writing boards, screens etc.

6	Aluminium pinning board 2400x1200mm high, plugged	no	2
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Paraplegic stainless steel rails

7	Dog leg side rail plugged to walls	no	1
8	Horizontal grab rail plugged around cistern	no	1

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2**BILL NO. 8****METAL WORK**

- 1 1800 x 900 x 50mm hollow section rails forming a frame with nose curves including top and middle rail finish smooth at joints,

m 5

SECURITY GATES

- 2 Retractable framed Steel security gate size 2200 x 2150 mm high including locks,

no 1

Concrete reinforcement

- 3 ref 193 mesh reinforcement for surface bed

m² 194

Fire fighting equipment

- 4 4,5 kg Dry chemical fire extinguisher

no 2

Manhole cover etc.

- 5 600 x 400mm manhole cover and frame

no 1

800 x 800mm metal caging box attached to concrete slab

- 6 30 x 30 x 2.5mm angle iron welded metal cage with one openable side encasing pressure pump, including lockset etc. inclusive of 800 x 800 x 150mm thick slab

Item 1

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2

BILL NO. 9

FLOOR COVERING

A 2.5mm high quality non-slip vinyl sheet (note colour to be first confirmed with client)

1 On floors

m²

194

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2**BILL NO. 10****PLUMBING AND DRAINAGE****Upvc pipes for soil drainage**

1	110 mm pipes vertically to cleaning eyes (no excav)	m	4
2	110 pipes laid to falls incl. Excav ne 1m dp, filling etc.	m	50
3	Ditto, incl. excav exceeding 1m but ne exceeding 2m dp	m	6

Sundries

4	110 Upvc gulley trap with precast conc gulley & grease trap	no	1
---	---	----	---

Sanitary fittings

5	560 x 350mm approved heavy duty white vitreous china basin	no	2
6	Pan & 9litre cistern	no	2
7	Ditto, but cistern equipped with elbow -action sidewall	no	1
8	Double flap heavy duty plastic seat and cover	no	3

Waste unions

9	40mm chromium plated basin waste union	no	2
10	40mm chromium plated sink waste union	no	1
11	38mm chromium plated urinal waste union	no	1
12	Approved 110mm PVC vent valve	no	1

Traps

13	40x32mm chromium plated basin/urinal bottle trap	no	3
----	--	----	---

TAPS, VALVES ETC

14	15mm copper brass fullway gate valve	no	1
15	Flush master push button spreader for urinal	no	1
16	15mm chromium plated push button pillarcock (cold & hot)	no	4
17	15mm chromium plated elbow action pillarcock	no	1
18	15mm chromium plated sink mixer	no	1

Sanitary plumbing**Upvc pipes**

19	50mm pipes	m	8
20	110mm pipes	m	4
21	50mm bend	no	3
22	50mm access bend	no	3
23	110mm access bend	no	3
24	50mm access junction or reducing junction	no	3
25	110mm access junction or reducing junction	no	4
26	110mm pan connector	no	3
27	110mm roding eye	no	3
28	testing waste pipe system	Item	1

Carried to collection

R

<u>WATER SUPPLIES</u>				
29	Excavation in earth not exceeding 1m deep for pipe trenches	m3	20	
<u>Polycop pipes</u>				
30	20mm polycop pipes laid on trenches	m	40	
<u>Class O copper pipes</u>				
31	15mm pipes	m	10	
32	E.O class O copper pipes for capillary fitting	m	2	
33	15mm copper bends (Provisional)	no	10	
34	15mm copper Tee (Provisional)	no	5	
35	15mm copper coupler (Provisional)	no	10	
36	15mm stop cocks	no	3	
<u>Sundries</u>				
37	Testing waste pipe system	Item	1	
38	Flexi connector with stop cock	no	5	
<u>Sink</u>				
39	Single bowel galvanised drop in sink (heavy duty)	no	1	
<u>Hot water supply</u>				
40	10 litre hydroboiler fitted to sink	no	1	
Carried to collection				R

BILL NO 10

PLUMBING AND DRAINAGE

BILL SUMMARY

Total brought forward from page no.

Carried FORWARD to summary of section No. 2

R

SECTION NO. 2

BILL NO. 11

PAINTWORK

ON METAL

Prepare, touch up factory primer with zinc chromate primer, one coat undercoat and two full coats high gloss enamel paint.

1 On new Steel post, beams, purlins, balustrdes etc.

m²

11

Carried FORWARD to summary of section No. 2

R

SUMMARY OF TRADES

SECTION NUMBER 2

BUILDING WORK

Bill
Number

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Carried to final summary

R

SECTION NO. 3**BILL NO. 1****EXTERNAL WORK (ALL TRADES)
(PROVISIONAL)****APRONS, RAMPS ETC.****CONCRETE APRONS**Earthworks

- | | | | |
|---|--|----------------|----|
| 1 | Excavate in compacted ground for thickening in ramps | m ³ | 4 |
| 2 | Compaction of ground surface under ramps, etc., including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density | m ² | 66 |

Soil insecticide

- | | | | |
|---|-------------------------------|----------------|----|
| 3 | Under concrete ramps & Aprons | m ² | 66 |
|---|-------------------------------|----------------|----|

Mass concrete with a coarse aggregate of 19 mm and a minimum compressive strength of 15MPa

- | | | | |
|---|--------------------------------|----------------|---|
| 4 | On aprons (600 X 100 mm thick) | m ³ | 5 |
|---|--------------------------------|----------------|---|

Movement Joints

- | | | | |
|---|---|---|----|
| 5 | Movement joint not exceeding 300 mm high formed of 12 mm bitumen impragnates softboard spaced vertically in position between concrete aprons, etc. Including raking out top section 10 mm deep and filling with bituminous compound | m | 25 |
|---|---|---|----|

CONCRETE RAMPS ETC.Mass concrete with a coarse aggregate of 19 mm and a minimum compressive strength of 20MPa

- | | | | |
|---|--|----------------|----|
| 6 | Unreinforced concrete in ramps | m ³ | 1 |
| 7 | Finish raking top surface of concrete aprons to a smooth and even wood floated surface including additional dry sand/cement mixture added as necessary whilst the concrete is still wet and finishing all exposed corners and surface on both sides of movement joint with a nosing tool | m ² | 67 |

Carried FORWARD to summary of section No. 3

R

SECTION NO.3**BILL NO 2****EXTERNAL WORKS - GENERAL PAVING WORKS****GENERAL PREAMBLES**

Supplementary preambles contained in any individual trade of these bills of Quantities shall apply equally to any work of a similar nature in this External Works trade unless otherwise stated.

PAVING WORK

1	Excavation in earth for reduced levels	m ³	45
2	Extra over all excavation for carting away surplus material from excav and or storkpile on site to a dumping site to be located by the Contractor	m ³	45
3	Earth filling supplied by the Contractor (G5 Material) under paving	m ³	45
4	Compacting ground surface under pavings, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASTO density.	m ²	300
5	Soil poisoning surfaces of ground under paving bricks including forming poisoning shallow furrows against kerbing etc. filling in furrows and ramming	m ²	300
6	250 micron Upvc plastic under paving	m ²	300
7	Laying of 60 mm thick grey double zig zag (shape S-A) interlocking paving paving bricks with butt joints to herringbone pattern on and including 25mm thick river sand bedding treated with weedkiller and with clean sand swept into joints, laid to falls to sides of drive and walk ways, road, parking areas	m ²	300
8	200 X 150mm deep 15Mpa concrete on edge of pavers	m ³	2

Note: poisoning certificate to be issued after completion of activity

Carried FORWARD to summary of section No. 3

R

SECTION NO. 3**BILL NO 3****BOREHOLE DRILLING**

1	Conducting Water surveying (Testing if it is safe for human consumption by certified laboratory)	Item	1
2	Drilling price per metre (Provisional work)	m	150
3	Supply and installation of steel casing (3m/length)	no	10
4	Water testing analysis (for human consumption)	Item	1
5	Supply, deliver and install a 5000 litre vertical round PVC tank to be placed on steel stand on site	no	1
6	40mm ² HDPE class 6 pipe for borehole length, inlet and outlet to the tap & tank,	m	150
	<u>Electrical components</u>		
7	Supply and install 1,1 kw submersible motor	no	1
8	Supply and install 1,1 kw submersible pump	no	1
9	Supply and install 1,1 kw control box	no	1
10	Supply and install 0,75kw pressure pump	no	1
11	Supply and install AQ 60 water softener complete with its accessories	no	1
12	20mm Pvc pipe	no	10
13	20A 1-Pole circuit breaker (5kA)	no	2
14	2,5mm ² x 4 core submersible cable (Provisional)	m	220
15	2,5mm ² x 3 core submersible cable (Provisional)	m	50
16	16mm x 3 core armoured cable	m	20

carried to collection

R

BOREHOLE DRILLING**sundries**

18	40mm2 male and female adaptor	no	4
19	40 x 20mm red bush	no	1
20	22mm Tee conex	no	1
21	22mm male adaptor conex	no	6
22	40mm2 coupling connector	no	2
23	40mm2 elbow	no	2
24	20mm stop cock	no	2
25	20mm non return valve	no	2
26	supply and install base plate	no	1
27	supply and install 40mm2 coupling with 2 clamps for base plate connection	no	1
28	Build 800x500x300mm concrete for protection of borehole equipment	item	1
29	allow for fittings and stop cock	item	1
30	joining kit (MX 1)	no	1
31	15mm brass bibcock with hose union incl 15mm galv stand pipe	no	1

Note:**Water testing certificate to be issued upon completion of work**

Carried to collection

R

BILL NO. 3

BOREHOLE DRILLING

BILL SUMMARY PAGE

Brought forward from

carried to final summary

R

SECTION NO. 3**BILL NO 4****PERIMETER FENCE****Anti rust, cut, climb, Galvanised high visible security fence of cochraine mesh panels**

1	400 x 400 X 600mm deep excavation in holes for posts	m ³	7
2	15 Mpa concrete encasing steel post	m ³	7
3	76x76mm Galvanised steel post 2600mm metres encased with concrete at bases	no	60
4	100x100mm Galvanised steel gate post 2600mm metres encased with conc at bases	no	2
5	Supply and install 76x12,7 aperture, 3000 x 2000mm high visible fence panels around the perimeter of the library yard, installation shall incl all necessary components such as bolts, screws etc, fitted with anti rust spikes on top.	m	180
6	Supply and install 1200mm wide pedestrian gate to match the existing fence, fitted with anti rust spikes on top.	no	1
7	Supply and install 4500mm wide sliding gate to match the existing fence, installation shall incorporate track rail, concrete, gate post, locks etc, fitted with anti rust spikes on top.	no	1
8	<u>Gate Motor</u> supply and fit heavy duty motor gate to sliding gate including all necessary items	no	1

Carried FORWARD to summary of section No. 3

R

SECTION NO. 3**BILL NO 5****STEEL CARPORTS**Dome steel carport to accommodate five cars

1	400 x 400 x 600mm deep excavations in holes	m ³	1.3
2	15Mpa concrete encasing steel post	m ³	1.3
3	76 x 76 x 2mm thick steel post including base plate n.e 3m long	no	8
4	curved 50 x 50 x 2mm steel square tubes purlins n.e 6m long	no	8
5	100 x 50 x 2mm thick lipped channels n.e 6m long	no	4
6	0,5mm thick galvanised IBR sheeting	m ²	120
7	100mm wide white mark parking demarcation lines etc,	m ²	5

Carried FORWARD to summary of section No. 3

R

SUMMARY OF TRADES

SECTION NUMBER 3

EXTERNAL WORK

PAGE

Bill
Number

1 CONCRETE APRONS & RAMPS

2 PAVING WORKS

3 BOREHOLE DRILLING

4 FENCING

5 STEEL CARPORT

Carried to final summary

R

SECTION NO. 4**BILL NO. 1****PROVISIONAL SUMS****ELECTRICAL INSTALLATION**

1	Provide the sum as shown for the supply of three phase electrical connection point, kiosk etc. from the national energy supplier to nearest electrical pole Please note COC to be readily available after completion of wiring hence it is an Eskom prerequisite, incl kiosk,	Item	1	50 000.00
---	--	------	---	-----------

Carried to final summary of section No. 4

R 50 000.00

FINAL SUMMARY**SECTION
NO.****Page****Amount**

1 PRELIMINARIES AND GENERAL

R

2 BUILDING WORK

R

3 EXTERNAL WORK

R

4 PROVISIONAL SUMS

R

50 000.00

SUB-TOTAL

R

CONTINGENCIES @ 10%

Allow the sum 10% as shown for contingencies amount to be used at the discretion of the Principal Agent and Deducted in whole or in part if not required.

ADD

R

SUB-TOTAL

R

Value Added Tax at 15%

ADD

R

CARRIED TO FORM OF TENDER

R

C3

SCOPE OF WORK

Scope of Work

The work entails the erection of modular library on concrete footings and slab, borehole drilling, carpentry work, electrical work, plumbing and drainage

**HEALTH AND SAFETY SPECIFICATION FOR ERECTION OF MODULAR
LIBRARY AT UITKYK VILLAGE IN MOSES KOTANE LOCAL
MUNICIPALITY.**

HEALTH AND SAFETY SPECIFICATION

This Policy serves as a guideline of minimum requirements to be adhered to and does not supersede any Act.

Please implement this policy in conjunction with:

- (a) The Occupational Health and Safety Act with special reference to the Construction Regulations
- (b) The Compensation for Occupational injuries and Disease Act
- (c) Labour Relation Act
- (d) Basic Conditions of employment Act

1. Before commencing with work

- (a) Contractors must be in possession of a letter of Good Standing with the Compensation commissioner.
- (b) Contractors must submit their Health and Safety Plan to the Principal Agent (Public Works) for approval.
- (c) All statutory appointments shall be in place, i.e.
 - (1) Construction Supervisor
 - (2) Health and Safety Representative
 - (3) Trained First Aiders (1 per 20 employees)
 - (4) Safety Officer (at least SAMTRAC and one year construction experience)
- (d) Risk assessment related to the work are to be submitted by the Contractors.
- (e) Copies of forms for disciplinary action to be submitted by the Contractors.
- (f) Copy of Notification of Construction Work (Construction Reg 3) to be made available to the necessary departments

2. Risk Assessment

- (a) Risk assessment must be carried out before any activity begins on site.
- (b) The intention is to eliminate risks and therefore ensure a safe and healthy work environment.
- (c) The following guideline are to be followed whilst assessing risks.
 - (1) Each activity to be listed
 - (2) Specific identified hazards are listed against each activity
 - (3) The magnitude of each hazard is rated as low, medium or high

HEALTH AND SAFETY SPECIFICATION: BID No. 0063/2021

- (4) All known documentary and supervisory controls are listed, e.g what Safe Work Procedure exist for scaffolds and ladders.
- (5) The relevant, effectiveness and sufficiency of these controls are assessed
- (6) In the event of deficient controls for the particular activity, action to be taken will be recorded and Safe Work Procedures drawn up persons responsible for implementing and supervising the task are to be nominated and assigned
- (7) Names of employees who have received instruction on the work content and the sequence of the activities listed in the risk assessment are to be recorded
- (8) The responsibility for a proper risk assessment and the implementation thereof remains at all times with the Contractor

2.1 Definitions (to be used in Assessing Risks)

- (a) Activity, in a singular operation which has to be taken in a predetermined order of priority. A series of such operation constitute the assembly of a larger unit of working component. The simpler task is considered to be activity and must be seen as an operation with inherent hazards.
- (b) Frequency us the estimated number of times an event may occur.
- (c) Hazards are the potential to cause harm to a person (illness or injury), damage to equipment or waste of materials.
- (d) Planned Job Observation is an independent observation made during the planned period in which the task is being executed.
- (e) Risk is the probability of an unplanned event occurring within a certain time period as a result of the existence of a hazardous condition or situation
- (f) Severity is the anticipated extent or damage that may occur as a result of an unplanned event.

3. Site Establishment and Related Requirements

3.1 Allocation of Space

The Principal Agent shall allocate an suitable area near the construction site for the erection of offices, stores, ablution facilities etc.

3.2 Site Offices

- (a) Offices etc must be of an acceptable design, of sound construction and maintained in good condition for the duration of the contract
- (b) Offices must be clearly marked to indicate occupancy and function
- (c) Arrears around offices must be kept clear of combustibles and refuse at all times

3.3 Stores

Equipment, materials and tool stores must be ergonomically designed to facilitate the efficient packing and retrieval of items and to conform to the following minimum requirements:

- (a) Suitable shelving for the storage of light equipment and consumables.

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- (b) Robust racks for suspending wire rope, chairs and nylon slings (color coding chart for all slings to be prominently displayed).
- (c) Suitable rack for suspending chain blocks, tritons, coffin chairs etc
- (d) Vertical partitions for storing of cutting and grinding discs.
- (e) Provide a separate partitioned area for damaged equipment to be send away for repair and label accordingly.
- (f) Making provision for numbering portable electrical and other equipment to correspond to their numbers on register – this facilities during Safety Audits and inspection by the Department of Labor.
- (g) All containers must be clearly marked e.g. drinking water, thinners etc.

3.4 Workshops

Workshops for site fabrication, assembly, pre – painting must comply to the Occupational Health and Safety Act with regards to construction, noise, lighting, ventilation, fire precautions, housekeeping etc.

3.5 Changing Facilities

When required by the Principal Agent, a separate changing facility must be provided for workers

Store rooms must not be used as change rooms. Lockers for storing personal belongings must be available. Materials, tools or other goods not related to the use of a change-room must be stored separately.

3.6 Ablution Facilities

Separate toilet and washing facilities must be provided for female staff employed on a site and appropriate notices affixed at the entrance of these areas.

Sanitary facilities must comply with the Occupational Health and Safety Act. Generally where chemical toilets are used it must be provided in the ratio of 1 toilet per 20 people. Toilets must be cleaned and pumped out/ and disinfected weekly. Toilet paper must be made available to all employees.

Washing facilities must include:

- (a) Hand wash basin
- (b) Adequate supply of running water
- (c) Degreasing and toilet soap
- (d) Disposable paper towels
- (e) Proper drainage

If the water supply is not obtained from the supply system of a local authority, it must comply with Facility Regulation 7

External water taps must be provided with drainage and symbolic signs indicating “Drinking Water”.

“No Drinking” signs must be place where applicable.

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3.7 Eating Facilities

The contractor must provide a suitable under-cover area equipped with seating for employees to have their meals. This facility may be in an area as agreed by Public Works and the Principal

Lighting 3.7

Artificial illumination levels as stated in ER3 of the OHS Act for various work environments are the absolute minimum necessary to ensure the safety of the workers. When required the Contractor the Contractor must provide sufficient lighting to meet these specification.

3.8 Ventilation

The OHS Act, Facilities Regulation, provide minimum airflow requirements for persons performing different activities. Approved extraction equipment must be provided for welding, sand blasting etc in confined space.

3.9 Fire Protection

The Contractor must provide their Site Establishments with suitable Fire Extinguishing Equipment.

Site offices must be equipped with one (1) 4.5 kg DCP extinguisher at each entrance door. Similarly, for stores one (1) 4.5 kg DCP at each entrance.

Portable fire extinguishers are to be mounted on a standard chevron background with the relevant symbolic signs indicating their position erected above them.

Details of Fire extinguishers must be entered in a register which makes provision for the be placed recording of inspections and repairs and the signature of the person appointed to carry out such inspections.

Inspections on a visual and physical basis are to be conducted monthly.

3.10 Emergency Numbers

3.11.1 First Aid Boxes

First Aid Boxes are to provided at 1 first aid box per 100 employees and be placed under the control of a qualified First Aider. The boxes are to be stocked as per the minimum requirements as the OHS Act. Records are to be kept in an appropriate register of all treatment done.

3.11.2 Emergency Numbers

List with Emergency Numbers are to be posted at phones and in every office.

3.12 Access to Site/Construction Areas

The Contractor shall provide professionally designated and built access stair ways, where necessary, for the access by their workers to any level of the construction work and shall maintain it in a good, safe condition for the duration of the contract.

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3.13 Stacking and Storage

3.12 Stacking and Storage

The Contractor must arrange for the delivery of his materials in such a manner as to avoid the necessity of having to store materials for a long length of time. A Risk Assessment to identify the hazards associated with the loading and off loading of various materials must be prepared and submitted to ensure that the correct handling equipment is available to perform the work safely.

Safe and neat stacking is required in terms of General Safety Regulation 8 of the OHS Act.

3.14 Scrap and Refuse Removal

The Contractor must set up a practical system for the regular removal from site of all rubble, steel, timber scrap and general refuse.

Refuse bins to the specification given below must be supplied and distributed around the construction area.

The specification for refuse bins is as follows:

- (a) Bin size – 2210 liter
- (b) Painted blue
- (c) Fitted with symbolic "Refuse" sign

Dumping will only be allowed in an area indicated by the Principal Agent.

In cases of poor housekeeping and undue accumulation of refuse/scrap, the Department of Public Works reserves to call a general work stoppage until the contractor has cleaned the areas he is responsible for.

3.15 Drains

Storm water and other drains are not to be used for the disposal of fuels, oils, chemicals and other waste matter. Catch pit covers shall be maintained in position.

3.16 Fire Hydrants

Under no circumstances must water from hydrants be used for any purpose than for lighting fires. Clear access to the hydrants must be maintained.

3.17 Clear Access

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Roadways, walkway etc must be maintained in good condition and kept clear of any obstructive material and equipment.

Entrances to stands during road construction must be maintained for the use of the inhabitants.

3.18 Contractor Safety Manual

Contractors must submit their corporate safety manual for security by the Projects Safety Department.

3.19 Health and Safety Representatives and Meetings

Every Contractor with more than 20 employees shall appoint 1 Safety Representative from that particular project. A monthly inspections will be held by the Safety Representative. Committee meetings will be held monthly and minutes of such meetings will be submitted to the Department Safety Agent.

3.19 Hours of work

Contractors must comply with the requirements of the Basic Condition of Employment Act with regards to the number of hours worked per week by their employees.

3.20 Man hour returns

Contractors must submit on the 3rd working day of each month the number of employees and the hours worked per contract.

3.11 Rejection of Equipment

Any item of equipment not meeting the required standard will not be permitted for use on any construction site until the deficiencies noted have been rectified to the satisfaction of the Department Agent.

3.12 Standard Register

The Contractor will be required to;

- (a) Set up an initial set of register
- (b) Complete the register for all equipment to be used on site
- (c) Maintain a complete and comprehensive history of the equipment in this registers.

4. Personal Protective Equipment (PPE) and Related Safety Requirements

4.1 The following minimum requirements must be provided for and adhered to at all times:

Only SABS approved PPE is to be used

- (a) Welding - welding hood
- (b) Grinding - full face visor
- (c) Cutting - full face visor

Additional PPE

- (a) Welding - Spats, apron, respirator
- (b) Grinding - spats and apron
- (c) Gas cutting - spats and apron

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- (d) Boots - if there is a risk of foot injuries
- (e) Gumboots - for wet conditions
- (f) Ear plugs - noise areas exceeding 85 Db
- (g) Applicable gloves to be worn for all hand operations

4.2 Issue, Replacement and Control of PPE

A dedicated person must

- (a) Control the issue and replacement of equipment
- (b) Keep an up-to-date register, with signatures of the recipients, as proof of having been issued with such an equipment.
- (c) All required PPE is to be made available free of charge to employees

4.3 Required for off Loading Vehicles

Drivers and/or Assistants required to assist during the loading of vehicles must be provided with the following minimum PPE

- (a) Hard hat
- (b) Safety boots
- (c) Gloves
- (d) Eye protection

4.4 Elevated work

Employees working in an elevated position shall be attached to a structure at all times

- (a) A parachute type harness with shock absorber is to be used for all elevated work.
- (b) All tools in an elevated position must be attached to lanyards and attached to the person or structure.
- (c) Equipment in elevated positions must be tied back to the structure
- (d) No loose lying items will be allowed in elevated positions

4.5 Openings/Barricading

All openings/ trenches/ excavations shall be barricaded

Symbolic safety signs are to be displayed

Hand railing shall be installed where openings in floors, staircases exist

6 Scaffolding

Proper scaffolding must be provided for working in elevated positions. This is to comply with the OHS Act.

Make-shift access arrangements, such as timber planks across 220 liter drums are not acceptable.

Specific attention must be given regarding compliance to the following:

- (a) Bracing of scaffolds
- (b) Access ladders
- (c) Scaffold planks

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- (d) Securing of the planks
- (e) Board to be lifted
- (f) Condition of the planks – discard when broken or cracked
- (g) Nomination and appointment in writing of a competent person for the supervision of the erection, maintenance and dismantling of scaffolding.
- (h) Symbolic signs displayed depicting as applicable; safe to use or not safe to use.

Ladders must be provided for safe access to working platforms.

5. Main Cages/Cherry Picker

Main Cages must comply with the requirements of OHS Act.

No user of machinery shall require or permit any person to be moved or supported by means of lifting machine fitted with cradle unless approved for that purpose by an inspector.

A certificate of approval from thru the inspector of the Department of Labor shall be submitted to the Department Safety Agent before such equipment is used.

6. Builders Hoist

These Hoist shall comply with the OHS Act

7. Tools Equipment

7.1 Lifting Equipment

Lifting equipment shall comply with the safety factor as stipulated in the OHS Act.

All items shall be clearly marked with:

- (a) A unique number for identification and maintenance purpose
- (b) The safe working load shall be displayed
- (c) All hooks to be lifted with safety catch
- (d) Storage of equipment shall be approved by the Principal Agent

7.2 Hand Tools

The contractor shall carry out regular inspections to ensure that all hand tools are in a safe working condition.

Homemade and/or sub standard tools will be confiscated and stored until the end of the project.

Adequate signs shall be displayed at all access areas to the site.

COTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as “the Regulations” hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the

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work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and OHSA 1993 Construction Regulation 2014.

To that effect a person duly authorized by the tendered must complete and sign the declaration hereafter in detail.

C4

SITE
INFORMATION



dpwr

Department:
Public Works and Roads
North West Provincial Government
Republic of South Africa

Waterval Avenue
Old Industrial Site
Rustenburg, 0300
Private Bag X 82063, Rustenburg, 0300
Tel.: +27 (014) 523 5711
Fax: +27 (014) 592 5248

BOJANALA DISTRICT

Part C4

SITE INFORMATION

LOCALITY PLAN

**THE SITE IS SITUATED IN THE NORTH WEST PROVINCE, BOJANALA DISTRICT
WITHIN MOSES KOTANE LOCAL MUNICIPALITY.**

DEPARTMENT OF PUBLIC WORKS AND ROAD

Site Briefing Certificate:
Project Name:

BDPWR 0063/21: *Erection of Modular Library at Uitkyk in Moses Kotane
Local Municipality*

This is to confirm that Representing
(Name & Surname)

..... attended Site Briefing on the
(Name of Company)

31 January 2022 @ 10h00 at the Uitkyk Tribal Office

Signature:

Date:

Departmental Representative: