



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

Tel.: +27 (18) 388 4245/4260

DEPARTMENT OF PUBLIC WORKS AND ROADS

Website: [www.nwpg.gov.za /public works](http://www.nwpg.gov.za/public%20works)

PWR 75/22

SUPPLY, DELIVERY AND INSTALLATION

OF

MODULAR LIBRARY AT MADIBE MAKGABANA VILLAGE FOR

DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION (ACSR)

BY:

**The Head of Department
DEPT. of Public Works and Roads
North West Province
Mmabatho
2735**

Name of Tender: _____



Let's Grow North West Together

CONTRACT FUNCTIONALITY CRITERIA

| No. | Functionality Criteria - Tender Rating Matrix | | A | B | C |
|-----|---|--|--------------------------------|-----------|-----------------------------------|
| | | | Tender Rating (score 1 - 5) | Weighting | Tender Score (%) = (A X B) / 5 |
| 1 | Company Experience | 5 or more building projects greater than * R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender. | 5 | 70 | |
| | | 4 or more building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender. | 4 | | |
| | | 3 or more building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender. | 3 | | |
| | | | | | |
| | | | | | |
| | | 2 or more building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender. | 2 | | |
| | | 1 or more building projects greater than R 450 000.00 construction value successfully completed in the last 5 years. As proof, attach completion certificates together with appointment letter or practical completion certificates with appointment letter for projects that reached practical completion within 12 months prior to the advertisement at this tender. | 1 | | |
| | | No projects | 0 | | |
| | | | | | |
| | | | | | |
| 2 | BANK RATING | A (As proof attach an original bank certificate with original bank stamp and signature) | 5 | 30 | |
| | | B (As proof attach an original bank certificate with original bank stamp and signature) | 4 | | |



| | | | |
|--|---|---|--|
| | C (As proof attach an original bank certificate with original bank stamp and signature) | 3 | |
| | D (As proof attach an original bank certificate with original bank stamp and signature) | 2 | |
| | E (As proof attach an original bank certificate with original bank stamp and signature) | 1 | |
| | NO attachments | 0 | |
| | TOTAL SCORE (%) | | |

THE MINIMUM THRESHOLD FOR PRE-QUALIFICATION IS 60%



Let's Grow North West Together

TABLE OF CONTENTS

VOLUME 1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

VOLUME 2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

C1.1 Form of Offer and Acceptance

C2.2 Bills of Quantities

T2.2 Returnable Schedules required for tender evaluation purposes

T2.2 Returnable Schedules: Other documents required for tender evaluation purposes

T2.2 Returnable Schedules that will be incorporated into the contract

T2.2 Returnable Schedules: Other documents to be incorporated into the contract

VOLUME 3: CONTRACT

Part C1: Agreement and Contract Data

C1.2 Contract Data

C1.3 Form of Guarantee

Part C2: Pricing Data

C2.1 Pricing Instructions

Part C3: Scope of Work

C3 Scope of Work

Part C4: Site Information

C4 Site Information

VOLUME 1: TENDERING PROCEDURES

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

THE DEPARTMENT OF PUBLIC WORKS NORTH WEST INVITES TENDERS FOR:

| | | |
|----------------|---|--|
| Project title: | INSTALLA OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR ARTS, CULTURE AND SPORTS RECREATION (ACSR) | |
| Reference no: | | |

| | | | |
|-------------------|-----------|------------------|---------|
| Tender no: | PWR 75/22 | | |
| Advertising date: | | Closing date: | |
| Closing time: | 11H00 | Validity period: | 90 days |

It is estimated that tenderers should have a CIDB contractor grading designation of

3 GB or

3 GB or higher.

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of

3 GB PE or

3 GB PE and satisfy the criteria stated in the Tender Data.

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender). |
| <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture |
| <input checked="" type="checkbox"/> | Submission of (PA-11): Declaration of Interest. |
| <input checked="" type="checkbox"/> | Submission of other compulsory returnable schedules / documents as per (PA-09 EC): List of returnable documents. |
| <input checked="" type="checkbox"/> | Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site meeting. |
| <input checked="" type="checkbox"/> | Certified ID copy |
| <input checked="" type="checkbox"/> | Certified copy or original of Tax Clearance Certificate |
| <input checked="" type="checkbox"/> | Certified copy or original CIDB Certificate of 3GB or Higher |
| <input checked="" type="checkbox"/> | Certified copy or original CK1 |

This tender will be evaluated according to the preferential procurement model in the PPPFA

| | |
|-------------------------------|-------------|
| Price / Functionality: | |
| Price: | 80 % |
| Functionality: | 20 % |
| Total must equal: | 100% |

Preference point scoring system will be broken down as follows

| | |
|--|------------------------------|
| Preference: | |
| 1. Historically Disadvantaged Individuals (HDI) | |
| (a) Persons who had no franchise in national elections before the 1983 and 1993 Constitutions: | Not Applicable Points |
| (b) Who is a female: | Not Applicable Points |
| (c) Persons with disability: | Not Applicable Points |
| (d) Youth | Not Applicable Points |
| Total must equal 10 or 20 points | N/A Points |

Notes:

1. Tenderers claiming disability points must submit a medical certificate (PA-14)
2. Tenderers claiming preference points must complete, sign and submit the Preference Points Claim Form and Affidavit (PA-16.1 EC)
3. Tenderers will qualify for indirect preference points if their tendered contract participation goals exceed **100%**. %. Tenderers may increase their contract participation goals above the minimum and the tenderer who tenders the highest contract participation goal will receive the maximum indirect preference points allocated above
4. The requirements in respect of the application of either the 80/20 or 90/10 preference point scoring system, as reflected in clause F3.11 of the Tender Data, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required

Collection of tender documents

Tender documents may be collected during working hours at the following address **Department of Public Works and Roads, Old Parliament, Ngaka Modiri Molema, Mmabatho.**

A non-refundable tender deposit of R (cash only) is payable on collection of the tender documents.

Site inspection meeting

A **compulsory** pre tender site inspection meeting will take place at **INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR ARTS, CULTURE AND SPORTS RECREATION (ACSR)** on **to be confirmed.** starting at **to be confirmed.** Venue **to be confirmed.**

Enquiries related to tender documents may be addressed to

| | | | |
|-----------------------------|--|----------------------|--|
| DPW Project Manager: | | Telephone no: | |
| Cell no: | | Fax no: | |
| E-mail: | | | |

Deposit / return of tender documents

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be submitted on the official forms – (forms not to be re-typed)

| | | |
|---|----|---|
| Tender documents may be posted to: Department of Public Works and Roads private Bag x 2080 Mmabatho 2735 | OR | Deposited in the tender box at: Old parliament building Modiri Molema Road Gate House |
|---|----|---|

Compiled by:

| | | |
|-------------------------|-----------|------|
| | | |
| Name of Project Manager | Signature | Date |

PART A INVITATION TO BID

| | | | | | |
|--|--|------------------------------|---|---|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | PWR 75/22 | CLOSING DATE: | | CLOSING TIME: | 11H00 |
| DESCRIPTION | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | | | |
| 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) | | | | | |
| DEPARTMENT OF PUBLIC WORKS AND ROADS | | | | | |
| OLD PARLIAMENT BUILDING, MODIRI MOLEMA ROAD | | | | | |
| GATE HOUSE | | | | | |
| 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] | | <input type="checkbox"/> Yes | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | |
| | | <input type="checkbox"/> No | | <input type="checkbox"/> Yes <input type="checkbox"/> 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 | | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | |
| | | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | |
| | | <input type="checkbox"/> | 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> 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 | | | TOTAL BID PRICE (ALL INCLUSIVE) | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT/ PUBLIC ENTITY | | | CONTACT PERSON | | |
| CONTACT PERSON | | | TELEPHONE NUMBER | | |
| TELEPHONE NUMBER | | | FACSIMILE NUMBER | | |
| FACSIMILE NUMBER | | | E-MAIL ADDRESS | | |
| E-MAIL ADDRESS | | | | | |

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)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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

DPW-03 (EC): TENDER DATA

| | | |
|-----------------------|--|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | |
| Reference no: | | |

| | | | |
|----------------------|------------------|-------------------------|----------------|
| Tender no: | PWR 75/22 | Closing date: | |
| Closing time: | 11H00 | Validity period: | 90 days |

| | | | | |
|---|--|--|---|---|
| Clause number: | | | | |
| | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 842 published in Government Gazette No. 29138 of 18 August 2006 and as amended from time to time. (see www.cidb.org.za)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked “F” in the above mentioned Standard Conditions of Tender.</p> | | | |
| F.1.1 | The employer is the Government of the Republic of South Africa in its Department of Public Works North West Province. | | | |
| F.1.2 | <p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB’s “Standard for Uniformity in Construction Procurement.”</p> <table><tr><td><p>The single volume procurement document issued by the employer comprises the following:</p><p>Tender Part 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p><p>Part 2: Returnable documents T2.1- List of returnable documents (PA-09 EC) T2.2 - Returnable schedules</p><p>Contract Part 1: Agreement and contract data C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract data (DPW-05 EC) C1.3 - Form of guarantee(DPW-10.2 EC / DPW-10.4 EC)</p><p>Part 2: Pricing data C2.1 - Pricing instructions (PG-02.1 EC) C2.2 - Bills of Quantities / Lump sum document</p><p>Part 3: Scope of work C3 - Scope of work (PG-01.1 EC)</p><p>Part 4: Site information C4 - Site information (PG-03.1 EC)</p></td><td><p>The three volume procurement document issued by the employer comprises the following:</p><p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p><p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable) T2.2 - Returnable schedules</p><p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (DPW-04 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3 EC)</p><p>Part C2: Pricing data C2.1 - Pricing instructions (PG-02.2 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable)</p><p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC)</p><p>Part C4: Site information C4 - Site information (PG-03.2 EC)</p></td></tr></table> | | <p>The single volume procurement document issued by the employer comprises the following:</p> <p>Tender Part 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Part 2: Returnable documents T2.1- List of returnable documents (PA-09 EC) T2.2 - Returnable schedules</p> <p>Contract Part 1: Agreement and contract data C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract data (DPW-05 EC) C1.3 - Form of guarantee(DPW-10.2 EC / DPW-10.4 EC)</p> <p>Part 2: Pricing data C2.1 - Pricing instructions (PG-02.1 EC) C2.2 - Bills of Quantities / Lump sum document</p> <p>Part 3: Scope of work C3 - Scope of work (PG-01.1 EC)</p> <p>Part 4: Site information C4 - Site information (PG-03.1 EC)</p> | <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable) T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (DPW-04 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing instructions (PG-02.2 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC)</p> |
| <p>The single volume procurement document issued by the employer comprises the following:</p> <p>Tender Part 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Part 2: Returnable documents T2.1- List of returnable documents (PA-09 EC) T2.2 - Returnable schedules</p> <p>Contract Part 1: Agreement and contract data C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract data (DPW-05 EC) C1.3 - Form of guarantee(DPW-10.2 EC / DPW-10.4 EC)</p> <p>Part 2: Pricing data C2.1 - Pricing instructions (PG-02.1 EC) C2.2 - Bills of Quantities / Lump sum document</p> <p>Part 3: Scope of work C3 - Scope of work (PG-01.1 EC)</p> <p>Part 4: Site information C4 - Site information (PG-03.1 EC)</p> | <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable) T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (DPW-04 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing instructions (PG-02.2 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC)</p> | | | |

Tender no: PWR 75/22

| F.1.4 | The Employer's agent is: Name: Capacity: Departmental Project Manager Address: Tel: Fax: E-mail: | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--------------|-----------|---------------------------|-----------|--|--|--|--|--|--|--|--|--|--|--|--|--|-------------------|
| F1.5.2 | Insert the following: ".....tender offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering" | | | | | | | | | | | | | | | | | | | | |
| F.2.1 F.3.11 | <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a GB or GB class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: insert criteria <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the GB or GB class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a GB or GB class of construction work <p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - select</p> | | | | | | | | | | | | | | | | | | | | |
| | <p>Tender offers scoring less than a minimum of % in respect of the total evaluation points for quality will be regarded as non-responsive. This provision is not applicable to Evaluation Method 1 and 2.</p> <table border="1" data-bbox="284 1507 1409 1944"> <thead> <tr> <th>Description of quality criteria and sub criteria</th> <th>Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>B-BBEE CERTIFICATE</td> <td>20</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total evaluation points for quality (Ms)</td> <td>100 points</td> </tr> </tbody> </table> | Description of quality criteria and sub criteria | Maximum number of tender evaluation points | PRICE | 80 | B-BBEE CERTIFICATE | 20 | | | | | | | | | | | | | Total evaluation points for quality (Ms) | 100 points |
| Description of quality criteria and sub criteria | Maximum number of tender evaluation points | | | | | | | | | | | | | | | | | | | | |
| PRICE | 80 | | | | | | | | | | | | | | | | | | | | |
| B-BBEE CERTIFICATE | 20 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| Total evaluation points for quality (Ms) | 100 points | | | | | | | | | | | | | | | | | | | | |
| F.2.7 | For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1 | | | | | | | | | | | | | | | | | | | | |

Tender no: PWR 75/22

| | |
|----------------------------------|---|
| F.2.12 | <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> |
| F.2.13.2 | The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department. |
| F.2.13.5 | The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1 |
| F.2.13.6 F.3.5 | A two-envelope procedure will not be followed. |
| F.2.15 | The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1 |
| F.2.16 | The tender offer validity period is as per Notice and Invitation to Tender T1.1 |
| F.2.18 | <p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document:</p> <p><input checked="" type="checkbox"/> Together with his tender;</p> <p>or</p> <p><input type="checkbox"/> Within twenty-one (21) calendar days of the date on which he has been requested to do so prior to the award of the contract</p> |
| F.2.19 | Access shall be provided for inspections, tests and analysis as may be required by the Employer. |
| F.3.4.1 F.3.4.2 | <p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p>Department of Public Works and Roads, Old Parliament Building Gate House at 11H00</p> |
| F.3.11.1 | The procedure for the evaluation of responsive tenders is: Evaluation Method 2 |

Tender no: PWR 75/22**F.3.11****Scoring Financial Offer:**

Tender offers will be scored using the following formula:

$$N_{FO} = P_m / P \times W_1$$

where

N_{FO} = number of tender evaluation points awarded for the financial offer.

W_1 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

Scoring Quality Offer:

Tender offers will be scored using the following formula:

$$W_Q = W_2 \times S_o / M_s$$

where

W_Q = total evaluation points for quality awarded for the quality offer.

W_2 = the percentage score given for quality offer as stated in the Notice and Invitation to Tender T1.1

S_o = the score for quality allocated to the submission under consideration.

M_s = the maximum possible score for quality in respect of a submission = 100.

Scoring the Financial / Quality combined Offer:

$$S = N_{FO} + W_Q \text{ (calculated separately for each tender offer)}$$

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \left(1 + \frac{S - S_m}{S_m} \right)$$

where

W_3 = the number of tender evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000.

S = the sum of score for quality and financial offer of the submission under consideration.

S_m = sum of the score for quality and financial offer of the submission scoring the highest number of points.

Scoring Preferences:

Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.

Points for **Direct Preference** will be calculated according to the equity ownership of the tender under consideration as a proportion of the percentages stated in the Notice and Invitation to Tender T1.1 by using the following formula for either persons who had no franchise in national elections, women or persons with disabilities:

$$N_p = N_{op} \times E_p / 100$$

where

N_p = preference points.

N_{op} = the maximum tender evaluation points stated in the Notice and Invitation to Tender T1.1 for either of the groups referred to

E_p = the percentage of equity claimed for either of the groups referred to

Tender no: PWR 75/22

| | |
|-----------------|---|
| | <p>Points for Indirect Preference will be awarded for the tendered contract participation goal calculated by using the following formula:</p> $Ng = \frac{Z(D - Ds)}{(X - Ds)}$ <p>where</p> <p>Ng = the number of indirect preference points awarded</p> <p>D = the tendered contract participation goal percentage</p> <p>Ds = the specified minimum contract participation goal percentage stated in the Notice and Invitation to Tender T1.1</p> <p>X = the highest contract participation goal percentage tendered</p> <p>Z = the maximum indirect preference points stated in the Notice and Invitation to Tender T1.1</p> <p>Calculate Total Tender Evaluation Points:</p> <p>The point calculated for price / quality combination will be added to the point scored for preference for each individual tender offer according to the formula:</p> <p>Total tender evaluation points = $W_c + N_p + N_g$</p> |
| F.3.13.1 | <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; and the tenderer is registered with: <ol style="list-style-type: none"> the Unemployment Insurance Fund (UIF); and the Workmen's Compensation Fund |
| F.3.18 | Provide to the successful tenderer one copy of the signed contract document. |

VOLUME 2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

| | | | |
|-------------------------|--|---------------------------|-----------|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE FOR (DACSR) | | |
| Project Manager: | | Tender / Quote no: | PWR 75/22 |

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

| Tender document name | Number of pages issued | Returnable document |
|--|-------------------------------|----------------------------|
| Form of Offer and Acceptance (DPW07 EC) | 4 Pages | Yes |
| Declaration of Interest (PA-11) | 2 Pages | Yes |
| Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i> | 1 Page | Yes |
| Resolution of Board of Directors to enter into consortia or JV's (PA-15.2) <i>(if applicable)</i> | 2 Pages | Yes |
| Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i> | 3 Pages | Yes |
| Capacity of Tenderer (DPW-09: EC) | 3 Pages | Yes |
| Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> | 1 Page | Yes |
| Preference Points Claim Form and Affidavit (PA-16.1 EC) | 8 Pages | Yes |
| Medical Certificate for the confirmation of permanent disabled status (PA-14) <i>(if applicable)</i> | 1 Page | Yes |
| Compulsory Enterprise Questionnaire (PA-11.1 EC) | 3 Pages | Yes |

2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

| Tender document name | Number of pages issued | Returnable document |
|--|-------------------------------|----------------------------|
| Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i> | 1 Page | Yes |
| Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i> | 1 Page | Yes |
| Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i> | 1 Page | Yes |
| Mechanical / Electrical / Security material and equipment schedules <i>(if applicable)</i> | Pages | Yes |
| Schedule for Imported Materials and Equipment (DPW-23 EC) <i>(if applicable)</i> | 1 Page | Yes |

3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

| Tender document name | Number of pages issued | Returnable document |
|---|-------------------------------|---|
| Priced Bill of Quantities / Lump Sum Document | Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Terms of reference (TOR) | Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Sketch drawing | Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |

C1.1 Form of Offer and Acceptance

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Tender* no: **PWR 75/22**

OFFER

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

INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) 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"

For Internal & External Use

Effective date 1 September 2005

Page 1 of 4
Version:1.3

Tender no: **PWR 75/22****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 contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above 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:

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.

*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: PWR 75/22

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: | Department of Public Works North West |
| Address of Organisation: | |

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"

Tender no: **PWR 75/22****Schedule of Deviations**

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

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

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

*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"

C2.2 Bills of Quantities

| Item No | | Quantity | Rate |
|---------|---|-----------------|------|
| | <p>PRELIMINARIES</p> <p><u>PRINCIPAL BUILDING AGREEMENT</u></p> <p>The agreement shall be the Principal Building Agreement prepared and published by the Joint Building Contracts Committee: Edition 4.1 Code 2101, March 2005. (The JBCC Series 2000 Principal Building Agreement).</p> <p><u>PRELIMINARIES</u></p> <p>The preliminaries shall be the Preliminaries prepared and published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement: Code 2103, May 2005. (The JBCC Series 2000 Preliminaries).</p> <p><u>FULL INTENT AND MEANING OF CLAUSES</u></p> <p>Tenderers shall be deemed to have referred to the afore mentioned documents for the full intent and meaning of each clause. These clauses are hereinafter referred to by the heading and clause number only.</p> <p>Where standard clauses or alternatives are not applicable to this contract, such modifications, corrections or supplements as are necessary are given under each relevant clause heading or within the relevant schedule.</p> <p>Where an item is not relevant to this specific contract, such item is marked "N/A" signifying "Not applicable".</p> <p><u>PRICING OF CLAUSES</u></p> <p>Tenderers shall allow opposite each clause for any cost involved with complying with such clause. Any clauses left unpriced shall be deemed to be covered by rates and prices elsewhere incorporated throughout these bills of quantities.</p> <p><u>PAYMENT CATEGORIES</u></p> <p>Should 'Alternative A', as set out within Clause 10.3 of the JBCC 2000 Preliminaries, be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more categories by the insertion of the letter "F", "V" or "T", as the case may be, against the price in the rate column. These letters shall indicate the relevant categories as follows:</p> | | |
| | | Carried Forward | R |
| | <p>Section No. 1</p> <p>Bill No. 1</p> <p>PRELIMINARIES</p> <p>Modular Library at Madibe-A-Makgabane Village</p> | | |

PAYMENT CATEGORIES

Should 'Alternative A', as set out within Clause 10.3 of the JBCC 2000 Preliminaries, be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more categories by the insertion of the letter "F", "V" or "T", as the case may be, against the price in the rate column. These letters shall indicate the relevant categories as follows:

F - A fixed amount.

V - A variable amount in proportion to the value

T - An amount in proportion time

SECTION A: PRINCIPAL BUILDING AGREEMENT**DEFINITIONS****1 Definitions and interpretation**

Clause 1.0

F:..... V:..... T:.....

Item

OBJECTIVE AND PREPARATION**2 Offer, acceptance and performance**

Clause 2.0

F:..... V:..... T:.....

Item

3 Documents

Clause 3.1 is hereby deleted and no payment guarantee will thus be provided by the employer.
 Clause 3.3 is hereby amended by deleting the words within seven (7) calendar days of having received a payment guarantee from the employer in terms of 3.1 in the first sentence and substituting with".....within twenty one (21) calendar days of written acceptance of the contractor's tender."
 The second sentence shall remain unchanged.

Clause 3.0

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

4 Design responsibility

The following new sub clause is hereby added to this clause:

4.4 Notwithstanding the provisions of 4.2, the contractor shall ensure that every such nominated or selected subcontractor shall simultaneously with the signing of the relevant nominated or selected subcontract sign and deliver to the employer a Design Materials and Workmanship Warranty and Undertaking in favour of the employer or a Materials and Workmanship Undertaking strictly in accordance with the instructions or provisions contained in the tender documents for the nominated or selected subcontract works.

Clause 4.0

F:..... V:..... T:.....

Item

5 Employer's agents

Clause 5.0

F:..... V:..... T:.....

Item

6 Site representative

Clause 6.0

F:..... V:..... T:.....

Item

7 Compliance with regulations

The following new sub clause is hereby added to this clause:

Without limiting the generality of the provisions of clause 7.0 of the Agreement, the Contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993 in which it is specifically stated that the Employer shall prepare a documented health and safety specification for the Works (copy of the relevant specification attached hereto) and that the Employer shall ensure that the Contractor has made provision for the cost of health and safety measures during the execution of the Works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification.

Clause 7.0

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

8 Works risk
Clause 8.0

F:..... V:..... T:.....

Item

9 Indemnities
Clause 9.0

F:..... V:..... T:.....

Item

10 Works insurances
Clause 10.0

F:..... V:..... T:.....

Item

11 Liability insurances
Clause 11.0

F:..... V:..... T:.....

Item

12 Effecting insurances
Clause 12.0

F:..... V:..... T:.....

Item

13 13.0
No Clause

F:..... V:..... T:.....

Item

14 Security

Notwithstanding the provisions of sub-clause 14.1, the contractor shall submit with his tender a letter of intent from an accredited guarantor, undertaking to provide the selected JBCC construction guarantee to the Provision of Security format appended to these bills of quantities. The employer reserves the right to reject a construction guarantee if, in the opinion of the employer, the guarantor is not accredited.

Clause 14.0

F:..... V:..... T:.....

Item

EXECUTION

15 Preparation for and execution of the Works

Clause 15.0

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

16 Access to the Works

The contractor shall afford all reasonable access to other contractors and/or sub-contractors who may be employed by the client to execute other work whether in connection with the Contract Work or not.

Clause 16.0

F:..... V:..... T:.....

Item

17 Contract instructions

Clause 17.0

F:..... V:..... T:.....

Item

18 Setting out of the Works

The Contractor shall notify the Principal Agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order to make the necessary arrangements for the rectification of any such encroachments.

Clause 18.0

F:..... V:..... T:.....

Item

19 Assignment

Clause 19.0

F:..... V:..... T:.....

Item

20 Nominated Subcontractors

Clause 20.0

F:..... V:..... T:.....

Item

21 Selected Subcontractors

Clause 21.0

F:..... V:..... T:.....

Item

22 Employer's Direct Contractors

Clause 22.0

F:..... V:..... T:.....

Item

23 Contractor's Domestic Subcontractors

Clause 23.0

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

COMPLETION24 Practical completion
Clause 24.0

F:..... V:..... T:.....

Item

25 Works completion
Clause 25.0

F:..... V:..... T:.....

Item

26 Final completion
Clause 26.0

F:..... V:..... T:.....

Item

27 Latent defects liability period
Clause 27.0

F:..... V:..... T:.....

Item

28 Sectional completion
Clause 28.0

F:..... V:..... T:.....

Item

29 Revision of date for practical completion

Sub clause 29.1.1 is hereby deleted and substituted by the following:

Exceptionally inclement weather, which shall only relate to weather with a degree of inclemency which is materially greater than or is materially beyond the average inclemency experienced in the past five years and /or recorded, in terms of available records or otherwise, at or for the area in which the site is situated, for the period(s) in question. Any revision of date of practical completion which may, in terms of this clause be allowed for exceptionally inclement weather, shall be related only to those periods of exceptionally inclement weather by which the average periods of time, during which exceptionally inclement weather is experienced and/or recorded in the area in which the site is situated, is exceeded. The contractor is therefore to make allowance for normal vagaries of the weather.

Clause 29.0

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

30 Penalty for non-completion
Clause 30.0

F:..... V:..... T:..... Item

PAYMENT

31 Interim payment to the contractor

Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorised for payment.

Sub clause 31.9 is hereby amended by the substitution of the words "seven (7) calendar days" in the first line by the words twenty one (21) calendar days.

Sub clause 31.10 is hereby amended by the substitution of the words "practical completion" in the second and fourth lines by the words "final completion".

Clause 31.0

F:..... V:..... T:.....

Item

32 Adjustment to the contract value

Notwithstanding the provisions of sub clause 32.13 or any other clause, all fluctuations in costs shall be for the account of the contractor. See also sub clause 42.4.6

Where prices are submitted by the contractor and/or sub-contractors during progress of the works in respect of contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the Principal Agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing.

Clause 32.0

F:..... V:..... T:.....

Item

33 Recovery of expense and loss
Clause 33.0

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

34 Final account and final payment

Sub clause 34.11 is hereby amended by the substitution of the words "practical completion" in the third line by the words "final completion".

The employer shall, however, pay interest to the contractor at the rate stipulated in clause 34.11 on any amounts payable to the contractor after final completion after the date of issue of the certificate of final completion but only for such period as the settlement of the final account is delayed by non-performance of the Principal Agent or the employer or his agents. In evaluating non-performance for purposes of this clause a reasonable time shall be allowed to the employer or his agents to respond to any matter brought to his/their attention and which may affect the settlement of the final account.

Clause 34.0

F:..... V:..... T:.....

Item

35 Payment to other parties

Clause 35.0

F:..... V:..... T:.....

Item

CANCELLATION

36 Cancellation by Employer - Contractor's default

Clause 36.0

F:..... V:..... T:.....

Item

37 Cancellation by Employer - loss and damage

Clause 37.0

F:..... V:..... T:.....

Item

38 Cancellation by Contractor - Employer's default

Clause 38.0

F:..... V:..... T:.....

Item

39 Cancellation - cessation of the Works

Clause 39.0

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village



DISPUTE

40 Dispute settlement
Clause 40.0
F:..... V:..... T:.....

Item

SUBSTITUTE PROVISIONS

41 State clauses
Clause 41.0 Item

CONTRACT VARIABLES

THE SCHEDULE

42 Pre-tender information
F:..... V:..... T:.....

Item

Carried Forward

R

42.1 CONTRACTING AND OTHER PARTIES**42.1.1**

Employer: North-West Department of Public
Works and Roads
Ngaka Modiri Molema District

Postal address: Private Bag X 80
Mmabatho,

Code 2735

Telephone (018) 388 4332/4245/4260

Facsimile N/A

Email: Lmalahela@nwpg.gov.za

42.2 CONTRACT DETAILS**42.2.1 Works description:**

The works comprise of Foundation, construction of septic tank and construction of carports at Madibe-A-Makgabane Village in Mafikeng Local Municipality

42.2.2 Site description:

Exisisting building at Madibe-A-Makgabane Village

42.2.3 Work or installations by direct contractors:

(22.2) Not Applicable.....

42.2.4 Specific options that are applicable to a State organ only

(41.0) Where so:

(1) Legislation applicable to the interest rate:

As determined by the Minister of Justice in terms of Section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act no. 55 of 1975) from time to time

(2) Lateral support insurance to be effected by the Contractor:

No

(3) Payment will be made for materials and goods:

No

(4) Dispute resolution by litigation:

Yes

(5) Extended defects liability period applicable to the following elements:

N/A

42.2.5 Possession of the site is intended to be given on:

(15.2.1) Date to be indicated after contract award

4 2 . 2 . 6 Period for the commencement of the Works after the Contractor takes possession of the site

(15.3) Five (5) working days

42.2.7 For the works as a whole:

(24.3.1) The date for practical completion and the penalty per calendar day. The programme and cash flow to be submitted within thirty calendar days after site handover will form part of the deliverable milestones. Failure to meet these shall be deemed to be in breach of contract. Should the contractor fail to submit both within this period, the Employer shall impose both and the contractor shall have seven working days to counter such with an acceptable programme and cash-flows. Acceptability shall be solely decided by the Employer

Date:

The contract period is Five (5) calendar month including builders holiday from the date of site handover
Penalty:

Not Applicable

42.2.8 For the works in sections:

Not Applicable

42.2.9 The law applicable to this Agreement shall be that of:

(1.2) Republic of South Africa

43 **42.3 INSURANCES**

Item

42.3.1 Contract Works insurance to be effected by:

(10.1, 10.2, 12.1)

Contractor

Not Applicable

42.3.2 Supplementary insurance is required:

(10.1, 10.2, 12.1)

No

42.3.3 Public liability insurance to be effected by:

(11.1, 12.1)

Contractor

For an amount of R 1,000,000.00

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

42.3.4 Support insurance to be effected by the employer

(11.1, 12.1)

Not Applicable

42.4 DOCUMENTS

42.4.1 Waiver of **Contractor's** lien or right of continuing possession is required:

(3.3, 15.1.3, 31.16.2)

Yes

42.4.2 Construction document copies to be supplied to the Contractor free of charge:

(3.7) **Three (2)**

42.4.3 Bills of Quantities/Lump sum document / schedule of rates drawn up in accordance with:

Standard System of Measuring Building Work 1999, Sixth Edition (Revised)

42.4.4 On acceptance of the tender the bills of quantities/ lump sum document is to be submitted within working days: (15.1.1)

Not Applicable

Five (5)

42.4.5 **JBCC** Engineering General Conditions are to be included in the **contract documents**:

42.4.6 The contract value is to be adjusted using CPAP (Contract Price Adjustment Provisions Work Groups and Selected Material Indices from Statistics South Africa) indices:

(31.5.3) **No**

42.4.7 Details of changes made to the provision of **JBCC** standard documentation:

[3.10] A. Principal Building Agreement

Sub clause 3.1 deleted
 Sub clause 3.3 amended
 Sub clause 4.4 added
 Sub clause 7.3 added
 Sub clause 14.9 added
 Sub clause 18.5 added
 Sub clause 29.1.1 substituted
 Sub clause 31.9 amended
 Sub clause 31.10 amended
 Clause 32.0 amended
 Sub clause 34.11 amended

B. JBCC Preliminaries

Clause 2.1 amended
 Clause 2.2 amended
 Clause 2.6 amended
 Clause 3.1 amended
 Clause 4.1 amended
 Clause 5.1 amended
 Clause 5.3 amended
 Clause 9.2 amended
 Clause 11.3 amended
 Clause 16 amended

SECTION B: PRELIMINARIES**1.0 DEFINITIONS AND INTERPRETATION**

- 44 Definitions and interpretation
 Clause 1.0

F:..... V:..... T:.....

Item

2.0 DOCUMENTS

- 45 Checking of documents.

The items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.
 Clause 2.1

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

46 Provisional bills of quantities.

These bills of quantities shall not be used for ordering purposes.

Clause 2.2

F:..... V:..... T:.....

Item

47 Availability of construction documentation.

The budgetary allowances allocated for sub-contract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of sub-contractors during construction period.

Clause 2.3

F:..... V:..... T:..... Item

48 Interests of agents.

Clause 2.4

F:..... V:..... T:.....

Item

49 Priced documents.

Notwithstanding the provisions of this clause, the contractor shall deposit/submit the priced documents within the time as stated in A41.4.4 of the **Schedule of Contract Variables**.

Rates (items)

Where appropriate, rates for similar items in these bills of quantities should be the same.

Prior to signing of the Principal Building Agreement the Principal Agent shall be at liberty to make such adjustments to individual rates, whether they are adjustments to individual rates, whether they are Subcontractor's rates or not, as will eliminate errors or discrepancies or which he considers to be imbalanced, unreasonable or unrealistic rates, without altering the tender sum.

Clause 2.5

F:..... V:..... T:.....

Item

50 Tender submission

This clause is amended by substituting "JBCC Form of Tender" with "Official Form of Tender:

Clause 2.6

F:..... V:..... T:.....

Item

3.0 THE SITE

51 Defined works area.

The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent on handing over the site.

Clause 3.1

F:..... V:..... T:.....

Item

52 Geotechnical investigation.

Clause 3.2

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

53 Inspection of the site.

There will be a compulsory site inspection and briefing meeting as per the tender advertisement. Failure to attend will lead to disqualification of the tender.

Clause 3.3

F:..... V:..... T:.....

Item

54 Existing premises occupied

Clause 3.4

F:..... V:..... T:.....

Item

55 Previous work - dimensional accuracy

Clause 3.5

F:..... V:..... T:.....

Item

56 Previous work - defects

Clause 3.6

F:..... V:..... T:.....

Item

57 Services - known

Clause 3.7

F:..... V:..... T:.....

Item

58 Services - unknown

Clause 3.8

F:..... V:..... T:.....

Item

59 Protection of trees

Clause 3.9

F:..... V:..... T:.....

Item

60 Articles of value

Clause 3.10

F:..... V:..... T:.....

Item

61 Inspection of adjoining properties

Clause 3.11

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

4.0 MANAGEMENT OF CONTRACT

62 Management of the Works

The Contractor shall obtain all necessary particulars of Subcontractors' work timeously so that provision for recesses, chases, holes, etc. can be made

Clause 4.1

F:..... V:..... T:.....

Item

63 Programming for the Works

Clause 4.2

F:..... V:..... T:.....

Item

64 Progress meetings

Clause 4.3

F:..... V:..... T:.....

Item

65 Technical meetings

Clause 4.4

F:..... V:..... T:.....

Item

66 Labour and plant records

Clause 4.5

F:..... V:..... T:.....

Item

5.0 SAMPLES AND SHOP DRAWINGS

67 Samples of materials

Clause 5.1

F:..... V:..... T:.....

Item

68 Workmanship samples

Clause 5.2

F:..... V:..... T:.....

Item

69 Shop drawings

Clause 5.3

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

70 Compliance with manufacturers' instructions
Clause 5.4

F:..... V:..... T:.....

Item

6.0 TEMPORARY WORKS AND PLANT

71 Deposits and fees
Clause 6.1

F:..... V:..... T:.....

Item

72 Enclosure of the works
Clause 6.2

F:..... V:..... T:.....

Item

73 Advertising
Clause 6.3

F:..... V:..... T:.....

Item

74 Plant, equipment, sheds and offices
Clause 6.4

F:..... V:..... T:.....

Item

75 Main notice board
Clause 6.5

F:..... V:..... T:.....

Item

76 Subcontractors notice board
Clause 6.6

F:..... V:..... T:.....

Item

7.0 TEMPORARY SERVICES

77 Location
Clause 7.1

F:..... V:..... T:.....

Item

78 Water
Clause 7.2

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

79 Electricity
Clause 7.3

F:..... V:..... T:.....

Item

80 Telecommunication equipment
Clause 7.4

F:..... V:..... T:.....

Item

81 Ablution facilities
Clause 7.5

F:..... V:..... T:.....

Item

8.0 PRIME COST AMOUNTS

82 Responsibility for prime cost amounts
Clause 8.1

F:..... V:..... T:.....

Item

9.0 ATTENDANCE ON NOMINATED/SELECTED

SUBCONTRACTORS

83 General attendance
Clause 9.1

F:..... V:..... T:.....

Item

84 Special attendance.

The last three words contained within Clause 9.2, i.e. in the schedule, shall be deleted and replaced by within the relevant item incorporated in these bills of quantities.
Clause 9.2

F:..... V:..... T:.....

Item

85 Commissioning - Fuel, water and power
Clause 9.3

F:..... V:..... T:.....

Item

10.0 FINANCIAL ASPECTS

86 Statutory taxes, duties and levies.

Provision is made in the summary of these bills of quantities for inclusion of Value Added Tax (VAT)

Clause 10.1

F:..... V:..... T:.....

Item

87 Payment of preliminaries

Clause 10.2

F:..... V:..... T:.....

Item

88 Adjustment of preliminaries

Should the contractor select Alternative B but fails to provide the information required prior to signing of the contract, the Principal Agent shall have the right to select either Alternative A or B for the adjustment of Preliminaries. If the Principal Agent selects Alternative B he shall be entitled to make assumptions at his discretion regarding the information which the contractor would normally have provided prior to the signing of the contract

Clause 10.3

F:..... V:..... T:.....

Item

89 Payment certificate cash flow

Clause 10.4

F:..... V:..... T:.....

Item

11.0 GENERAL

90 Protection of the Works

Clause 11.1

F:..... V:..... T:.....

Item

91 Protection Protection/Isolation of existing/ Sectionally occupied works

Clause 11.2

F:..... V:..... T:.....

Item

92 Site security.

The contractor shall provide and maintain twenty-four hour site security and loss control systems all to the satisfaction of the principal agent. It is envisaged that these procedures will incorporate, inter alia, gate control for personnel and vehicles, individual entry permits, regular security patrols and the like.

Clause 11.3

F:..... V:..... T:.....

Item

93 Notice before covering work

Clause 11.4

F:..... V:..... T:.....

Item

94 Disturbance

Clause 11.5

F:..... V:..... T:.....

Item

95 Environmental disturbance

Clause 11.6

F:..... V:..... T:.....

Item

96 Works cleaning and clearing

Clause 11.7

F:..... V:..... T:.....

Item

97 Vermin

Clause 11.8

F:..... V:..... T:.....

Item

98 Overhand work

Clause 11.9

F:..... V:..... T:.....

Item

99 Instruction manuals and guarantees

Clause 11.10

F:..... V:..... T:.....

Item

100 As built information

Clause 11.11

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

101 Tenant installations
Clause 11.12

F:..... V:..... T:.....

Item

12.1 PRE-TENDER INFORMATION

102 **12.0 SCHEDULE OF VARIABLES**

Pre-tender information is given hereunder:

Clause

(and reference)

Item

12.1.1 Provisional bills of quantities

(2.2) The quantities are provisional.

No

12.1.2 Availability of construction documentation.

(2.3) Construction documentation is not complete.

No

12.1.3 Interests of agents

(2.4) The agents have no interest in this project

12.1.4 Defined Works area

(3.1) The contractor will not be allowed to extend his
operations beyond the area indicated on the by the Employer

12.1.5 Geotechnical investigation

(3.2) Not applicable

12.1.6 Existing premises occupied

(3.4) Yes

12.1.7 Previous work - dimensional accuracy
Not applicable

12.1.8 Previous work - defects.

(3.6) Not applicable

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

12.1.9 Services - known.

(3.7) Not applicable

12.1.10 Protection of trees.

(3.9) No specific requirements

12.1.11 Inspection of adjoining properties

(3.11) Not applicable

12.1.12 Enclosure of the Works.

(6.2) Applicable

12.1.13 Offices

(6.4.3) Not Applicable

12.1.14 Main notice board.

(6.5) Not Applicable

12.1.15 Subcontractors notice board.

(6.6) A notice board is required

No

12.1.16 Water

(7.2) Option A (by contractor)

Yes

12.1.17 Electricity

Option A (by contractor)

Yes

12.1.18 Telecommunications
Telephone

Yes

Facsimile

Yes

E-mail

Yes

12.1.19 Ablution facilities
Option A (by contractor)

Yes

12.1.20 Protection of existing/sectionally occupied works.

(11.2) Protection is required.

Yes

12.1.21 Special attendance

(9.2) Details of special attendance required shall be as detailed within the items relevant to each particular sub -contract as incorporated hereinafter in these bills of quantities.

12.1.22 Protection of the Works

(11.1) The existing development shall be securely protected from intentional or accidental access by the learners from the adjacent school.

12.1.23 Disturbance

(11.5) Whilst the employer shall not impose restrictions upon the contractor's working hours, the contractor shall take all measures available to him in order to Such measures will include, inter alia, the use of silent compressors and strict control of workmen.

12.1.24 Environmental disturbance

(1 1 . 6) The works shall be continually cleaned to prevent excessive dust emanating from removal of paint

12.2 POST-TENDER INFORMATION

103 Post-tender information required under clauses 12.2.1 to 12.2.3 shall be completed prior to contract signing, in consultation with the contractor

Item

SECTION C: SPECIFIC PRELIMINARIES

SUPPLEMENTARY DOCUMENTATION

104 As built drawings.

The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the structural engineering drawings and are to be submitted to the Principal Agent and the structural engineer for their records.

F:..... V:..... T:.....

Item

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

105 Overtime.

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the Principal Agent has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.

F:..... V:..... T:.....

Item

106 Site Instructions.

Contract instructions issued on site are to be recorded in triplicate in an instruction book which is to be maintained on site by the contractor.

F:..... V:..... T:.....

Item

107 Labour Record.

At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day of that week.

F:..... V:..... T:.....

Item

108 Plant Record.

At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works each day of that week.

F:..... V:..... T:.....

Item

109 Non Cession of Monies.

The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.

F:..... V:..... T:.....

Item

110 HIV/AIDS Awareness.

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department of Public Works that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.

The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Principal Agent, notwithstanding the provisions of Clause A31.0 of Section A or any other Clause to the contrary, reserves the right to delay issuing any progress Payment Certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation whatsoever nature, including interest due to such delay of payment.

F:..... V:..... T:.....

Item

111 Awareness Champion.

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services all in accordance with the HIV/AIDS Specification.

F:..... V:..... T:.....

Item

112 Awareness Workshops.

Selection and appointment of a competent Service Provider approved by the Principal Agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures all in accordance with the HIV/AIDS Specification.

F:..... V:..... T:.....

Item

Carried Forward R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

113 Posters, Booklets, Videos, etc.

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification.

F:..... V:..... T:.....

Item

114 Access to Condoms.

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS

F:..... V:..... T:.....

Item

115 Monitoring.

Monitoring HIV/AIDS awareness of workers, providing the Principal Agent with access to information including making available all reports thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification.

F:..... V:..... T:.....

Item

116 Occupational Health and Safety Act.

The Contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993

It is required of the Contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities.

The Contractor must take note that compliance with the Occupational Health and Safety Act, Construction

Regulations and Health and Safety Specification is compulsory. In the event of partial or total noncompliance, the Principal Agent notwithstanding the provisions of Clause A31.0 of Section A or any other Clause to the Contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance.

The Contractor shall not be entitled to any compensation of whatsoever nature, including interest due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this Clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

F:..... V:..... T:.....

Item

Carried to Final Summary

R

Section No. 1

Bill No. 1

PRELIMINARIES

Modular Library at Madibe-A-Makgabane Village

Building Work / Specification

INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANA VILLAGE FOR ACSR

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|---|----------------|-----|------|--------|
| | <p>A: MODULAR LIBRARY B: SEPTIC TANK</p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><i>For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors</i></p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR:</u></p> <p>Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor who must allow credit for same in the final summary.</p> <p><u>OLD MATERIALS TO BE CARTED AWAY:</u></p> <p>Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc..., must be regularly carted from the site and not be allowed to accumulate on or around the site, prices shall be deemed to include carting away to a dumping site which shall be located by the contractor.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>Taking down and removing</u></p> <p>1 Remove existing steel diamond mesh fence 1.2m high with steel posts and droppers.</p> <p><u>Breaking up and removing unreinforced concrete</u></p> <p>2 Aprons</p> <p>Carried to Sectional Summary</p> | | | | |
| | | m | 160 | | |
| | | m ² | 30 | | |

BILL NO. 2

EARTHWORKS

SUPPLEMENTARY PREAMBLES

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Nature of ground

The tenderer must acquaint himself with material to be excavated the nature of the ground

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

Filling and layer work materials

References such as "G1", "G2", etc. and "C1", "C2", etc. in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter

Testing

Prices for filling are to include for all necessary density and other tests

SITE CLEARANCE

Site clearance

- 1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth

A: 208

B: 32

m²

32

BULK EXCAVATION, FILLING, ETC.

Excavation in earth exceeding 2000mm and not exceeding 4000mm deep

Carried to Bill Summary

| | | | | | |
|--------------------------------|---|----------------|----|--|--|
| 2 | Trenches including working around piles A: 0 B: 90 | m ³ | 90 | | |
| | <u>Extra over bulk excavations in earth for excavation in</u> | | | | |
| 3 | Soft rock A: 0 B: 9 | m ³ | 9 | | |
| 4 | Hard rock A: 0 B: 5 | m ³ | 5 | | |
| | <u>Extra over all excavations for carting away</u> | | | | |
| 5 | Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 0 B: 30 | m ³ | 30 | | |
| | <u>Risk of collapse of excavations</u> | | | | |
| 6 | Sides of trench and hole excavations exceeding 1,5m and not exceeding 4m deep A: 0 B: 66 | m ² | 66 | | |
| | <u>Keeping excavations free of water</u> | | | | |
| 7 | Keeping excavation free of water A: 0 B: 1 | Item | 1 | | |
| | <u>FILLING ETC.</u> | | | | |
| 8 | Earth filling obtained from the excavations (not compacted) A: 0 B: 66 | m ³ | 66 | | |
| | <u>EXCAVATION, FILLING, ETC. OTHER THAN BULK</u> | | | | |
| | <u>Excavate trench for laying of sewer pipes not exceeding 2000mm deep</u> | | | | |
| 10 | Trench A: 25 B: 22 | m ³ | 47 | | |
| | <u>Extra over all excavations for carting away</u> | | | | |
| 11 | Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 25 B: 0 | m ³ | 25 | | |
| Carried to Bill Summary | | | | | |

BILL NO. 2**EARTHWORKS****BILL SUMMARY**

Total Brought Forward from Page No.

PAGE**AMOUNT****31****32****33****Carried to Sectional summary**

BILL NO. 3**CONCRETE, FORMWORK AND REINFORCEMENT****SUPPLEMENTARY PREAMBLES**

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Cost of tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)

Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

Formwork to soffits of solid slabs etc. shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described

UNREINFORCED CONCRETE CAST ON/IN FORMWORK**15MPa/19mm concrete**

- | | | | | | |
|---|--------------|------|----------------|---|--|
| 1 | Surface beds | | | | |
| | A: 0 | B: 6 | m ³ | 6 | |

19MPa/150mm concrete

- | | | | | | |
|---|--|------|----------------|---|--|
| 2 | 400mm x 300mm x 100mm Concrete water channel on the down pipes | | | | |
| | A: 1 | B: 0 | m ³ | 1 | |

REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES.

Carried to Bill Summary

| | | | | |
|----|---|----------------|-------|--|
| | <u>Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 20MPa</u> | | | |
| 3 | Concrete slab and finished smooth with a wood float with provision of 450 x 600mm manhole (Measured elsewhere) A: 0 B: 6 | m ² | 6 | |
| | <u>ROUGH FORMWORK</u> | | | |
| | <u>Rough</u> | | | |
| 4 | Rough formwork to edges of concrete aprons not exceeding 300mm high A: 78 B: 0 | m | 78 | |
| | <u>Special formwork to sides</u> | | | |
| 5 | Steps A: 4 B: 0 | m | 4 | |
| | <u>PERMANENT FORMWORK</u> | | | |
| | <u>1,2mm galvanised steel permanent decking system to soffits</u> | | | |
| 6 | Decking for slabs with ends laid on brick walls A: 0 B: 12 | m ² | 12 | |
| 7 | 6m Maxi concrete lintels at 300mm centre to centre A: 0 B: 12 | no | 12 | |
| 8 | 3.5m x 0.5mm IBR sheeting A: 0 B: 10 | no | 10 | |
| | <u>REINFORCEMENT (PROVISIONAL)</u> | | | |
| | <u>High tensile steel reinforcement to structural concrete work</u> | | | |
| 9 | 12mm Diameter Y bars A: 0 B: 0,07 | t | 0,075 | |
| | <u>Mild tensile steel reinforcement to structural concrete work</u> | | | |
| 10 | 12mm Diameter Y bars A: 0 B: 0,07 | t | 0,07 | |
| | <u>Fabric reinforcement</u> | | | |
| 11 | 200 x 200 x 6,3mm Steel mesh reinforcement reference 245 in concrete slabs, surface beds, etc. A: 204 B: 150 | m ² | 354 | |
| | Carried to Bill Summary | | | |

BILL NO. 3**CONCRETE, FORMWORK AND REINFORCEMENT****BILL SUMMARY PAGE**

Total Brought Forward from Page No.

PAGE**AMOUNT****35****36****Carried to Sectional Summary**

BILL NO. 5**WATERPROOFING****SUPPLEMENTARY PREAMBLES**

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Waterproofing

Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

DAMP PROOFING OF WALLS AND FLOORS

One layer 250 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape

1 Under surface beds

m²

204

Carried to Section Summary

BILL NO. 6**PLASTERING****SUPPLEMENTARY PREAMBLES**

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

Plaster to existing brick walls & newly build walls.

Plaster to walls shall be of 1:4:4 mixture cement mortar. The plaster shall be 19 mm thick & finished to a true & even surface with steel trowel, neatly finished on corners and reveals.

INTERNAL PLASTER

Cement plaster steel trowelled, on brickwork

| | | | | |
|---|------------------|-------|----------------|----|
| 1 | On walls A: 0 | B: 80 | m ² | 80 |
|---|------------------|-------|----------------|----|

Carried to Sectional Summary

BILL NO. 7

PLUMBING AND DRAINAGE (PROVISIONAL)

SUPPLEMENTARY PREAMBLES

For Preambles see the Model Preambles for Trades 2008 edition published by the Association of South African Quantity Surveyors

PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings.

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level.

Disinfection of water pipework

Water pipework is to be disinfected at completion.

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled.

Where no manufacturers' instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001.

General

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc. shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 90% Mod AASHTO density and disposal of surplus material on site.

As-built drawings

Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the Project Manager for reproducing onto the originals for handing over to the employer.

Carried to Bill Summary

| | | | |
|--|--|------|----|
| <u>SANITARY PLUMBING</u> | | | |
| <u>PVC soil and vent pipes</u> | | | |
| 1 | 110mm Pipes | m | 10 |
| 2 | 50mm Pipes | m | 10 |
| <u>Extra over PVC-U soil and vent pipes for fittings</u> | | | |
| 3 | 110mm x 87.5° bend with IE | No | 3 |
| <u>WATER SUPPLIES</u> | | | |
| 4 | Excavation in earth not exceeding 1m deep for pipe trenches | m³ | 18 |
| 5 | Backfilling to pipe trenches compacted to 90% Mod AASHTO density | m³ | 18 |
| <u>Polycopper pipes</u> | | | |
| 6 | 20mm Polycopper pipes laid in and including trenches not exceeding 1m deep | m | 76 |
| <u>Galvanised pipes</u> | | | |
| 7 | 15mm Galvanised pipe | m | 12 |
| 8 | 20 x 15mm Galvanised reducer | No | 4 |
| 9 | 15mm Galvanised Tee piece | No | 6 |
| 10 | 15mm Galvanised elbow | No | 40 |
| 11 | Testing waste pipe system | Item | 1 |
| 12 | 450mm x 600mm Cast iron manhole cover | No. | 2 |
| Carried to Bill Summary | | | |

BILL NO. 6

PLUMBING AND DRAINAGE

BILL SUMMARY PAGE

Total Brought Forward from Page No.

PAGE

AMOUNT

41

42

Carried to Sectional Summary

BUILDING WORKS**SECTIONAL SUMMARY PAGE****Brought Forward from****PAGE****AMOUNT****ALTERATIONS****30****EARTHWORKS****34****CONCRETE, FORMWORKS AND REINFORCEMENT****37****MASONRY****38****WATERPROOFING****39****PLASTERING****40****PLUMBING AND DRAINAGE****43****Carried to Final Summary**

| | | | |
|---|---|----------------|-----|
| <u>EXTERNAL WORKS</u> | | | |
| <u>BILL NO. 1</u> | | | |
| <u>INSTALLATION CLEAR VIEW FENCE</u> | | | |
| <u>EARTHWORKS</u> | | | |
| <u>SITE CLEARANCE</u> | | | |
| <u>Site clearance</u> | | | |
| 1 | Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth | m ² | 320 |
| <u>EXCAVATIONS ETC.</u> | | | |
| <u>Excavation in earth not exceeding 2m deep</u> | | | |
| 2 | Holes | m ³ | 6 |
| <u>Extra over all excavations for carting away</u> | | | |
| 3 | Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor | m ³ | 6 |
| <u>Keeping excavations free of water</u> | | | |
| 4 | Keeping excavations free of all water other than subterranean water | Item | 1 |
| <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> | | | |
| <u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u> | | | |
| <u>15MPa/19mm concrete</u> | | | |
| 5 | Holes | m ³ | 6 |
| <u>FENCING</u> | | | |
| <u>Fence</u> | | | |
| <u>Clear view welded mesh fence anti-cut fully galvanised at a Minimum of 275g/m2 Zinc coated</u> | | | |
| Carried to Bill Summary | | | |

| | | | | |
|--------------------------------|--|-----|-----|--|
| 6 | 3000mm x 2500mm high Anti-cut/ Anti-climb Clear view welded mesh fence panel of 4mm diameter vertical wire and 3,15mm horizontal wire and 4 horizontal V-bends for added strength and rigidity, fully hot dip galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp finished with spikes on top | m | 160 | |
| 7 | 4mm Thick x 60 x 60 x 3000mm high Zincalume corner post | No. | 4 | |
| 8 | 4mm Thick x 60 x 60 x 3000mm high Zincalume intermediate post | No. | 56 | |
| 9 | 5030mm x 2500mm High sliding motor gate of 2515mm x 1800mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp. Support the gate on each side with two 100 x 100mm zinc coated square tubing of the same height of the gate embedded in concrete 400 mm deep and a pair of roller guides and wheels. 12 mm diameter round bar welded to on full length to 8 x 40 x 40 x 5mm angle iron bar rail track fixed level in concrete and finished with 50 mm spikes on top, security lock set with provision of handles both sides. | No. | 2 | |
| 10 | 900mm x 1800mm High pedestrian gate of 2515mm x 4200mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp | No. | 1 | |
| Carried to Bill Summary | | | | |

BILL NO. 1**INSTALLATION CLEAR VIEW FENCE****BILL SUMMARY PAGE**

Total Brought Forward from Page No.

PAGE**AMOUNT****45****46****Carried to Sectional Summary**

BILL NO. 2**ROADWORK, PARKING AREAS AND PAVING****SUPPLEMENTARY PREAMBLES****Testing of material and filling**

Descriptions of earth filling, compaction, etc. shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series

Precast concrete block road surfacing

Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications

Paving shall be laid to herringbone pattern on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere)
Clean sand shall be swept into joints between road stones at completion

Site clearance

- | | | | |
|---|---|----------------|-----|
| 1 | Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth | m ² | 542 |
|---|---|----------------|-----|

Open face excavation in earth over sloping site

- | | | | |
|---|---|----------------|-----|
| 2 | Open face excavation to form platforms under parking areas etc. and depositing excavated material over site, including haulage not exceeding 1000mm from perimeter of excavations | m ³ | 163 |
|---|---|----------------|-----|

Extra over all excavations for carting away

- | | | | |
|---|--|----------------|-----|
| 3 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m ³ | 163 |
|---|--|----------------|-----|

Keeping excavations free of water

- | | | | |
|---|---|------|---|
| 4 | Keeping excavations free of water other than subterranean water | Item | 1 |
|---|---|------|---|

Carried to Bill Summary

| | | | | | |
|---|---|----------------|-----|--|--|
| <u>Compaction of surfaces</u> | | | | | |
| 5 | Compaction of ground surfaces under pavings etc., including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density | m ² | 542 | | |
| <u>WEED KILLERS, INSECTICIDES, ETC.</u> | | | | | |
| <u>Weed killer (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m²</u> | | | | | |
| <u>Soil insecticide in accordance with SANS 5859</u> | | | | | |
| 6 | Under paving, etc., including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming | m ² | 542 | | |
| <u>60mm Thick 25MPa precast concrete interlocking block paving of 110 x 220mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 25mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u> | | | | | |
| 7 | Paving to parking areas etc. to falls, including necessary straight edge blocks | m ² | 542 | | |
| 8 | Edging to paving not exceeding 300mm wide | m | 115 | | |
| <u>Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing</u> | | | | | |
| 9 | 150 x 300mm High kerbs with 150 x 150 x 300mm unreinforced concrete hunching at back of each joint, including excavation, backfilling, etc. | m | 115 | | |
| <u>DOUBLE FLAT SHAPE CARPORTS</u> | | | | | |
| <u>The flat double carport of 6m wide x 6m in length for Four (4) cars</u> | | | | | |
| <u>EARTHWORKS</u> | | | | | |
| <u>Excavation in earth not exceeding 2m deep</u> | | | | | |
| 10 | Excavation for holes | m ³ | 6 | | |
| Carried to Bill Summary | | | | | |

| | | | | | |
|----|--|----------------|----|--|--|
| | <u>Extra over all excavations for carting away</u> | | | | |
| 11 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m ³ | 6 | | |
| | <u>Risk of collapse of excavations</u> | | | | |
| 12 | Sides of trench and hole excavations not exceeding 1,5m deep | m ² | 6 | | |
| | <u>WEED KILLERS, INSECTICIDES, ETC.</u> | | | | |
| | <u>Weed killer (active ingredients Metolachlor 102,8 g/l, terbitilasien 248,6 g/l and atrasiën 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m²</u> | | | | |
| | <u>Soil insecticide in accordance with SANS 5859</u> | | | | |
| 13 | In holes | m ² | 6 | | |
| | <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> | | | | |
| | <u>UNREINFORCED CONCRETE CAST ON/IN FORMWORK</u> | | | | |
| | <u>15MPa/19mm concrete</u> | | | | |
| 14 | On holes | m ³ | 6 | | |
| | <u>ROOF COVERINGS, CLADDINGS, ETC.</u> | | | | |
| | <u>SUPPLEMENTARY PREAMBLES</u> | | | | |
| | <u>PROFILED METAL SHEETING AND ACCESSORIES</u> | | | | |
| | <u>0,6mm Z275 spelter galvanised troughed (Chromadek steel sheets in single lengths not exceeding 13m with grey finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins</u> | | | | |
| 15 | 0.58mm flat IBR roof sheeting fixed on steel purlins with self-taping bolts and washers | m ² | 83 | | |
| | <u>METALWORK</u> | | | | |
| 16 | 100 x 100 x 2.5m high vertical Square tubing embedded in concrete footings with 250 x 250 x 2.5mm thick base plate of 4 x 15mm diameter holes for bolts fixed to concrete | No | 6 | | |
| | Carried to Bill Summary | | | | |

| | | | | |
|---|---|----------------|----|--|
| 17 | 100 x 100mm horizontal square tubing welded to the vertical posts | m | 20 | |
| 18 | 75 x 75mm Steel Purlins (flat) welded on the horizontal square tubing at 1200mm centers | m | 26 | |
| <u>PAINTWORK</u> | | | | |
| <u>SUPPLEMENTARY PREAMBLES</u> | | | | |
| <u>PAINT SPECIFICATIONS</u> | | | | |
| All painting shall be done in accordance with SABS specifications unless otherwise described | | | | |
| <u>ON METAL SURFACES</u> | | | | |
| <u>One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel</u> | | | | |
| 19 | On structural steel | m ² | 57 | |
| 20 | On structural steel not exceeding 300mm girth | m | 26 | |
| Carried to Bill Summary | | | | |

BILL NO. 2**ROADWORK, PARKING AREAS AND PAVING****BILL SUMMARY PAGE**

Total Brought Forward from Page No.

PAGE**AMOUNT****48****49****50****51****Carried to Sectional Summary**

EXTERNAL WORKS**SECTIONAL SUMMARY PAGE****Brought Forward from****PAGE****AMOUNT****INSTALLATION CLEAR VIEW FENCE****47****ROADWORK, PARKING AREAS AND PAVING****52****Carried to Final Summary**

BILL NO. 1**ELECTRICAL WORKS****CABLING**

Supply and install SANS approved PVC insulated stranded copper conductors cable. The tendered rates shall make provision for normal wastage.

- | | | | |
|---|------------------------------|-----|-----|
| 1 | 16mm X 3 core armoured cable | m | 100 |
| 2 | Cable glands | No. | 2 |

CABLE TRENCHES

- | | | | |
|---|---|----------------|----|
| 3 | Excavation in earth not exceeding 2m deep for cable trenches including risk of collapse of excavations, keeping excavations free from water, setting aside excavated material and later refilling of trenches | m ³ | 36 |
|---|---|----------------|----|

EARTHING & BONDING

All metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor at each Distribution Board. The roof and gutters shall be connected at 15mm X 0,8mm copper strapping (not conductor) and galvanised bolts & nuts.

- | | | | |
|---|--|-----|---|
| 4 | 10mm ² copper conductor | m | 6 |
| 5 | Copper strapping complete with galvanised bolts & nuts | m | 5 |
| 6 | 1m earth spike complete with clamps & terminals | No. | 1 |
| 7 | 20mm galvanize pipe (with steel saddles) | No. | 1 |

SECURITY LIGHT FITTINGS

Supply, deliver to site, store & install SANS approved wall mounted water resistant brackets type Beka bulkhead 85W heat resistant, shrouded ES lamp complete with accessories. (Current must be tapped from the D\B)

- | | | | |
|---|--|-----|---|
| 8 | Bulkhead 85W light fitting energy saver with bulb to be operated by photo-cell | No. | 4 |
| 9 | 24W Photo -cell | No. | 1 |

Carried to Bill Summary

| | | | | |
|---------------------------------|---|----------------|----|--|
| <u>ELECTRICAL TEST</u> | | | | |
| 8 | Provision for the required inspections, tests and commissioning of the complete installation and the issuing of the required certificates of compliance. | Item | 1 | |
| <u>MECHANICAL WORK SUNDRIES</u> | | | | |
| 11 | Units mounting brackets (Set of 2) | No. | 3 | |
| <u>WATER SUPPLY</u> | | | | |
| 12 | Supply, deliver to site and installation of 0.75KW pressure pump | No. | 1 | |
| 13 | Supply, deliver to site and installation of AQ 60 water softener complete with its accessories | No. | 1 | |
| 14 | Supply, deliver, to site and installation of below specified pvc pipes. | | | |
| 15 | 20mm Pvc pipe | No. | 10 | |
| 16 | Supply, deliver, to site and installation of below specified circuit breakers | | | |
| 17 | 20A 1- pole circuit breaker (5kA) | No. | 1 | |
| 18 | Construct, deliver and install a solid steel structured 6m high tank stand to carry a 5000L tank. The stand should be constructed by 100mm x 100mm square tubing braced with 75mm x 75mm angle iron. The base for the replacement of tank should be constructed by lip channels. Tank stand should be built on a 500 x 500 x 700mm deep concrete base | No. | 1 | |
| 19 | Supply, deliver to site and installation of 5000Liter round PVC tank on the newly constructed stand. | No. | 1 | |
| 20 | 40mm ² HDPE class 6 pipe for the borehole length, inlet and outlet to the tap. | m | 70 | |
| 21 | Supply, deliver to site and installation of 2.5mm ² x 3 core armoured cable (Rates to be charged per meter) | m | 70 | |
| 22 | Excavation of trench for cable and filling | m ³ | 15 | |
| 23 | Supply, deliver to site and installation of 40mm ² male adaptor Plasson. | No. | 2 | |
| Carried to Bill Summary | | | | |

| | | | | | |
|---|---|----------------|----|--|--|
| 24 | Supply, deliver to site and installation of 40mm ² male elbow adaptor Plasson. | No. | 3 | | |
| 25 | Supply, deliver to site and installation of 40mm ² female adaptor Plasson. | No. | 1 | | |
| 26 | Supply, deliver to site and installation of 40mm ² X 20mm red bush. | No. | 1 | | |
| 27 | Supply, deliver to site and installation of 22mm Tee conex. | No. | 1 | | |
| 28 | Supply, deliver to site and installation of 22mm male adaptor conex. | No. | 6 | | |
| 29 | Supply, deliver to site and installation of a seal tapes. | No. | 3 | | |
| 30 | Supply, deliver to site and installation of 40mm ² straight coupling Plasson. | No. | 2 | | |
| 31 | Supply, deliver to site and installation of 40mm ² elbow Plasson. | No. | 2 | | |
| 32 | Supply, deliver to site and installation of 20mm stop cock. | No. | 2 | | |
| 33 | Supply, deliver to site and installation of 20mm none return valve. | No. | 2 | | |
| 34 | Supply, deliver to site and installation of 25mm X 20mm reducing bush. | No. | 2 | | |
| 35 | 200mm Cable ties | No. | 30 | | |
| 36 | Supply, deliver and install a new 1m stand pipe | No. | 1 | | |
| 37 | Supply and install 20mm ² PVC pipe to the garden tap | m | 20 | | |
| 38 | Supply and install garden tap | No. | 1 | | |
| 39 | Building of 150mm concrete slab reinforced under the steel stand. | m ² | 5 | | |
| <u>NB: CONDITIONS OF SERVICE</u> | | | | | |
| <i>The Contractor must inform the Works inspector in-charge before going to site.</i> | | | | | |
| <i>Water testing certificate to be issued after completion of work.</i> | | | | | |
| <i>A minimum of three months guarantee must be afforded after completion of work.</i> | | | | | |
| <i>All materials used must be SANS approved .</i> | | | | | |
| <i>OHS ACT must be adhered to.</i> | | | | | |
| Carried to Bill Summary | | | | | |

BILL NO. 1**ELECTRICAL WORK****BILL SUMMARY PAGE**

Brought Forward from

PAGE**AMOUNT****54****55****56****Carried to Final Summary**

BILL NO. 1**PROVISIONAL SUMS****SUPPLEMENTARY PREAMBLES****General**

Work for which budgetary allowances are provided will be measured and valued in accordance with the Principal Building Agreement of the Joint Building Contract Committee contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists

Profit

Where stated, the contractor may allow for profit if required

BUDGETARY ALLOWANCES

Supply and delivery of 12m x 17m Library as per the attached plan to the specification

- 1 Allow the sum of R 1500 000.00 for supply, delivery and installation of prefabricated modular library as per the plan attached to this bill of quantities
- 2 Add for profit and general attendance upon above if required

SUM

SUM

Carried to Final Summary

FINAL SUMMARY PAGE

PAGE

AMOUNT

PRELIMINARIES

29

BUILDING WORK

54

EXTERNAL WORK

52

ELECTRICAL WORK

57

PROVISIONAL SUMS

58

SUB-TOTAL

SUB-TOTAL (Excluding Contingencies and Value Added Tax)

CONTINGENCY

Provide the sum of Fifty Thousand Rand (50 00,00) for contingencies to be used as instructed by the principal agent in terms of the principal building Agreement

50 000,00

SUB-TOTAL including Contingencies, but excluding Value Added Tax (VAT)

ADD: Value Added Tax (VAT) calculated at the rate of 15%

Carried to Form of Tender

T2.2 Returnable Schedules: Other documents required for tender evaluation purposes

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works North West in respect of the following project:

(project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows : _____

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

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works North West in respect of the following project:

(Project description as per Bid /Tender Document)

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

- B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

Note:

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

| | | | |
|-------------------------------|--|-----------|------------------------------------|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender / quotation no: | | PWR 75/22 | Closing date: |
| Advertising date: | | | Validity period: 90 days |

1.1. Artisans and employees

[illegible][illegible]



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

2.1. Current projects

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

2.2. Previous projects

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

| | |
|------------------|-----------|
| | |
| Name of Tenderer | Signature |
| | Date |



**arts, culture,
sports & recreation**

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

4086 Aerodrome Crescent
Savera Building
Industrial Site
Private Bag X90
Mmabatho 2735

DIRECTORATE

LIBRARY, INFORMATION & ARCHIVE SERVICES

Tell: +27 (0) 18 388 2764

E-Mail: tsempe@nwpg.gov.za

"Terms of Reference"

For supply, delivery and installation of
Modular Library in Madibe a Makgabana:
Mahikeng Moiloa Local Municipality

BID NUMBER: ACSR.....



**Head Office: Gaabomotho
Building**

Physical Address : 760 Dr

James Moroka Drive

Gaabomotho Building

Telephone

Contact: Rosa de Klerk

Email: rdeklerk@nwpg.gov.za



TABLE OF CONTENTS

| | |
|--------------------------------------|----|
| 1. Introduction | 2 |
| 2. Background | 2 |
| 3. Specific requirements | 3 |
| 4. Scope of work | |
| 5. Outcome and Performance standards | 10 |
| 6. Deliverables | 10 |
| 7. Term of Contract | 10 |
| 8. Payment and penalties | 11 |
| 9. Contract terms and conditions | 11 |
| 10. Evaluation and award processes | 11 |
| 11. Evaluation Criteria | 12 |

1. INTRODUCTION

As per Schedule 5 (a) of the Constitution of the Republic of South Africa, library services other than national are provincial competency. ACSR is the Department mandated to provide library services to communities of the North West Province. The Library service in the North West Province is a concurrent function of the Department of Arts, Culture, Sport and Recreation and Local Municipalities.

2. BACKGROUND

One of the responsibilities of ACSR in the provision of library services to the communities is to establish library services which include building of new libraries, converting of unused buildings to accommodate library and also to install modular structures to accommodate a library.

A need has been identified to establish a modular library in **Madibe a Makgabana, Mahikeng Local Municipality** in Ngaka Modiri Molema District. The library will be installed in the premises identified by the Traditional Authority and will operate as a Dual Purpose library to meet the needs of learners and the general community.



3. SPECIFIC REQUIREMENTS

Size of the structure: 204m²

| ITEM/AREA | SPECIFICATION | COMMENTS |
|------------|---|----------|
| Layout | <p>144,5m² open library area</p> <p>11,5 m² Office space (3m² x 3,8m²)</p> <p>8,75m² kitchenette/workroom (2,5m² x 3,5m²)</p> <p>1 x 6,25m² paraplegic toilet with wash basin (2,5m² x 2,5m²)</p> <p>1 x toilet for female with hand wash basin (2,5m² x 1 x 5m²)</p> <p>1 x toilet for men with urinal and hand wash basin (2,5m² x 1 x 5m²)</p> <p>3 x mirror above hand wash basin (40 cm x 40 cm) in each toilet</p> <p>13,5m² passage separating toilets, kitchenette/workroom from library area (1,5m width)</p> | |
| Foundation | <p>Unit to be cast on a concrete slab to be done by contractor</p> <p>Included in the foundation should be a concrete apron 2.5m at the back of the unit with the two sides having an apron of 1.5m and the front having a 3m apron and at the back 2,5m apron (Thickness of the concrete slab to be specified in the BOQ's)</p> <p>The slab for the building must be at least 1 brick higher than the concrete for the apron to avoid water running back under the panel into the unit</p> <p>Soil to be pre-treated with soil insecticide and provide certificate of work done by the service provider</p> | |
| Entrance | Steps and a ramp (for wheelchair) constructed from concrete and fitted with | |



| | | |
|--------------|--|--|
| | welded and pre-printed steel rails(width of the ramp to be specified in the BOQ's). The ramp is to be non-slip. Ensure all is prepared with rust-free paint and painted with minimum of two layers aluminium paint for outdoors. | |
| Flooring | - The entire unit is to be fitted with high quality non-slip vinyl sheet with colour chosen by the client. | |
| Wall panels | 40mm panel insulated with polyurethane white internal finish with white chromadec finish on the outside | |
| Notice board | Install two (2) x 2m X 1.5m fitted notice boards with aluminium frame, in open plan library area next to entrance doors | |
| Roof | <p>Double pitched roof</p> <ul style="list-style-type: none"> - with high weight steel roof trusses designed with purlins (size of the thickness of steel to be specified in the BOQ) - galvanised IBR sheeting 0.5mm - suspended ceiling with 50mm insulation internally - PVC Gutters and downpipes around the structure. | |
| Windows | <p>8 x High level aluminium windows to be fitted under ceiling (300mm X 1800mm) for main library area to come complete with burglar bars;</p> <p>1 x Fitted aluminium window top hung (900mmx1200mm) for the kitchenette/work room to come complete with burglar bars and horizontal metallic blinds.</p> <p>1 x Fixed aluminium window in the office with a mirror glass of 900mmw) x 900mm(h) facing the library collection area.</p> | |



| | | |
|------------------|---|--|
| | <p>1 x Fitted aluminium window top hung (900mmx1,200mm)</p> <p>3 x Fitted aluminium windows with top hung in each toilet and burglar bars with horizontal fitted metallic blinds (360mmx5.35mm)</p> | |
| Doors | <p>5x internal panel doors (1 for the office, 3 toilets and 1 for the kitchen)</p> <p>The main entrance door to be a double panel door (1,800mm x 2,040mm), This door is to be fitted with a retractable security gate with steel frame</p> <p>1x emergency exit panel door at the opposite end of the main entrance next to the office is to be fitted along with the relevant signage</p> | |
| Veranda | <p>2.5m x 8m IBR Veranda cover in front by the double door entrance covering the ramp and steps. All steel parts to be painted with a QD paint to avoid rust</p> | |
| Air Conditioning | <p>4 X 24,000 BTU split units heating and cooling air-conditioners</p> <p>1 x 9,000 BTU split unit in the office</p> <p>1 x 9,000 BTU split unit in the kitchen</p> | |
| Electrical | <p>Connect electricity cabling from the Eskom pole into the structure. (Contractor with the assistance of the Municipality to apply for Eskom connection)</p> <p>Distribution board with earth leakage</p> <p>13 LED double tube lights (T8) in open library area</p> <p>1 x LED double tube light in office (T8)</p> <p>1 x LED double tube light in kitchen/work area (T8)</p> <p>3 x LED bowl lights (1 per toilet)</p> <p>1 x LED double tube light in passage (T8)</p> <p>2 light switches at the main entrance door</p> | |



| | | |
|-------------|---|--|
| | <p>for the lights in the main collection area</p> <p>1 light switch for the outside security lights at the main entrance door in the main collection area</p> <p>1 light switch in the kitchenette/work room</p> <p>1 light switch in the office</p> <p>1 x dedicated plug point per individual air conditioners and circuit breakers for each individual air conditioner</p> <p>4 external lights for security at night with automatic day/night LED spot lights</p> <p><u>Other plug points (16)</u></p> <ul style="list-style-type: none"> - Provision of minimum of 10 computers plug points as follows: - P801 double metal trunking in the main library as indicated on the drawings for network and 8 computer connections - (4 on one side of the door and 4 on the other side of the door) - P801 double metal trunking in the office making provision for 1 computer - 3 power plugs in library collection area for photocopier, vacuum cleaners and other electrical equipment - P801 double metal trunking at the issue desk for minimum of 2 computers and 2 additional power plugs for other electrical equipment area - 2 double plugs points in the kitchenette/work room <p>(* double plug for microwave and kettle)</p> <p>(* double for fridge & other equipment)</p> | |
| Kitchenette | Fitted with a single sink unit and cabinet | |



| | | |
|----------------------------------|---|--|
| | <p>along with</p> <ul style="list-style-type: none"> - 2 x 1200 floor units and a 4 drawer unit. - 1x10L under basin Easy geyser single | |
| Water plan | <ul style="list-style-type: none"> - Geophysical siting, - Drilling of water to the maximum of 100m² (The contractor to confirm the depth of the drilling upon billing the Department) - minimum of 6 hours yield testing to determine the possible sustainable yield of the bore hole - analysis of the water quality (testing) if it is safe for human consumption by a certified laboratory - and equipping of borehole (water pump, water connection to the structure and secure the pump) - installation of a minimum of 0.5kW submersible pump and linked to a 5,000 litres Jo-Jo tank and booster pump. (secured with a steel cage 162mm). - Jo-Jo tank installed on a concrete slab. - Provide a plan for water connection to borehole and water tank and existing drainage / sewerage system that will be shown out by the Municipality's infrastructure Unit. | |
| Fire extinguishers and fire plan | Provide dry powder fire extinguishers with signage and obtain approval from the municipality for a fire plan | |
| Carport | <p>Paved parking space for 10 vehicles</p> <p>5 of which are cover parking carport with</p> | |



| | | |
|---|--|--|
| | <p>galvanised IBR roof sheets in a colour coated chromadek fixed with and including hex-head top speed screws with standard washers into steel purlins and elsewhere</p> <p>Steel poles in concrete foundation not to exceed 2m</p> <p>Prepare, touch up factory primer, paint one coat zinc chromate primer, one universal undercoat</p> <p>And 2 full coats gloss enamel paint</p> <p>Paving:</p> <ul style="list-style-type: none"> - 60mm thick block paving laid on minimum of 20 mm thick layer of pre-treaded river sand - River sand pre-treated with weed killer - Provide certificate - Paved area to be finished off with pre-casted concrete mountable road kerbs in 1,000 mm lengths clean and accurate with top edges rounded and unreinforced concrete hunching behind joints with joints between the bedded blocks and pointed cement mortar - Allow for storm water drainage through PVC pipes laid in between the kerbs | |
| <p>Fence</p> <p>1 x Pedestrian gate</p> <p>1 x Motorised Vehicle sliding gate</p> | <p>Installation of 360 running perimeter high quality, anti-cut, anti-erosion, anti-climb, pvc coated, high visible security fence of cochraine mesh panels.</p> <p>Fence should be constructed out of 2m (h) x 3,297m (w) panels</p> <p>Fence, pedestrian and motorised vehicle sliding gate topped and fitted (bolted) with</p> | |

| | | |
|--|---|--|
| | <p>anti-rust devil spikes</p> <p>Fence, pedestrian and motorised vehicle sliding gate to be manufactured from the same material as the fence</p> <p>Motorised vehicle sliding gate to be connected to the electricity of the building with own circuit breaker (plus 4 remote controls)</p> <p>Motorised vehicle sliding gate of 4,5m and same height as the 3m fence panels</p> <p>Pedestrian swing gate of minimum 1,2m (w) with a magnetic field to ensure the gate lock</p> <p>Pedestrian swing gate to be equipped with a high quality 5 lever security gate lock with wings bolted and faceplate to be operated from both sides and provide 4 keys</p> <p>Ensure profiles posts with caps are installed in concrete foundations with a minimum depth of 600mm, properly dried (cured) before panels are installed</p> | |
|--|---|--|

4. SCOPE OF WORK

- Site clearance, soil treatment (for white ants etc.). Provide certificate of soil treatment.
- Supply, delivery and installation of the modular library structure. Provide structural engineering certificate
- Electrical connection and provide COC for electrical works.
- Water plan for supply and water drainage of water in the structure.
- Connection to existing sewerage line.
- Apply for approval from Mahikeng Local Municipality for Fire Plan.



5. OUTCOME AND PERFORMANCE STANDARDS

Completed structure that complies with health and safety regulation

A structure that is ready for its intended purpose.

6. DELIVERABLES

The deliverables of the project are:

Completed structure ready for intended purpose with:

- Structural engineer report,
- COC electrical,
- Water plan,
- Fire plan,
- Borehole water certificate.

7. TERMS OF CONTRACT

- The successful bidder(s) will enter into a contract with the Department.
- The contract is to be effected upon the date of the signatures on the contractual agreement between the Head of Department and the Service Provider and will be for the duration as specified by service provide for completion of project and certificate of completion awarded.

8. PAYMENTS AND PENALTIES

- Payment to the Service Provider will be processed upon delivery of a complete order with invoice attached.
- Successful bidders will enter into an agreement with the Department which will detail payments and penalties.
- 5% percentage of the contract amount will be held back for a period of 30 days after the completion of work (practical completion). On or before the 30

day retention period the contractor will be awarded final completion certificate and submit a close out report to allow the payment of final account.

9. CONTRACTUAL TERMS AND CONDITIONS

Contractual terms and conditions for the project will be in a form of a service level agreement which will detail the obligations of the service provider and other contractual agreements with the Department in the delivery of library material.

The contractor will be expected during the installation of the structure to comply with the Occupational Health and Safety Act, Act 85 of 1993.

10. EVALUATION AND AWARD PROCESS

All received bids will undergo an evaluation and adjudication process before a successful bidder is awarded the contract.

The Department will apply Paragraphs 3 and 6 of the National Treasury Instruction 1 of 2015/16 with TR 16 A6.3 (d) regarding publication of awards in the e-Tender Publication Portal and Government Bulletin.

11. EVALUATION CRITERIA

Evaluation based on PRICE and BBBEEE status level of contribution.

| | |
|---------------------|--------------|
| PRICE | 80 |
| BBBEE status | 20 |
| TOTAL POINTS | = 100 |

Recommended / Not Recommended

Chairperson DBSC:

Date:

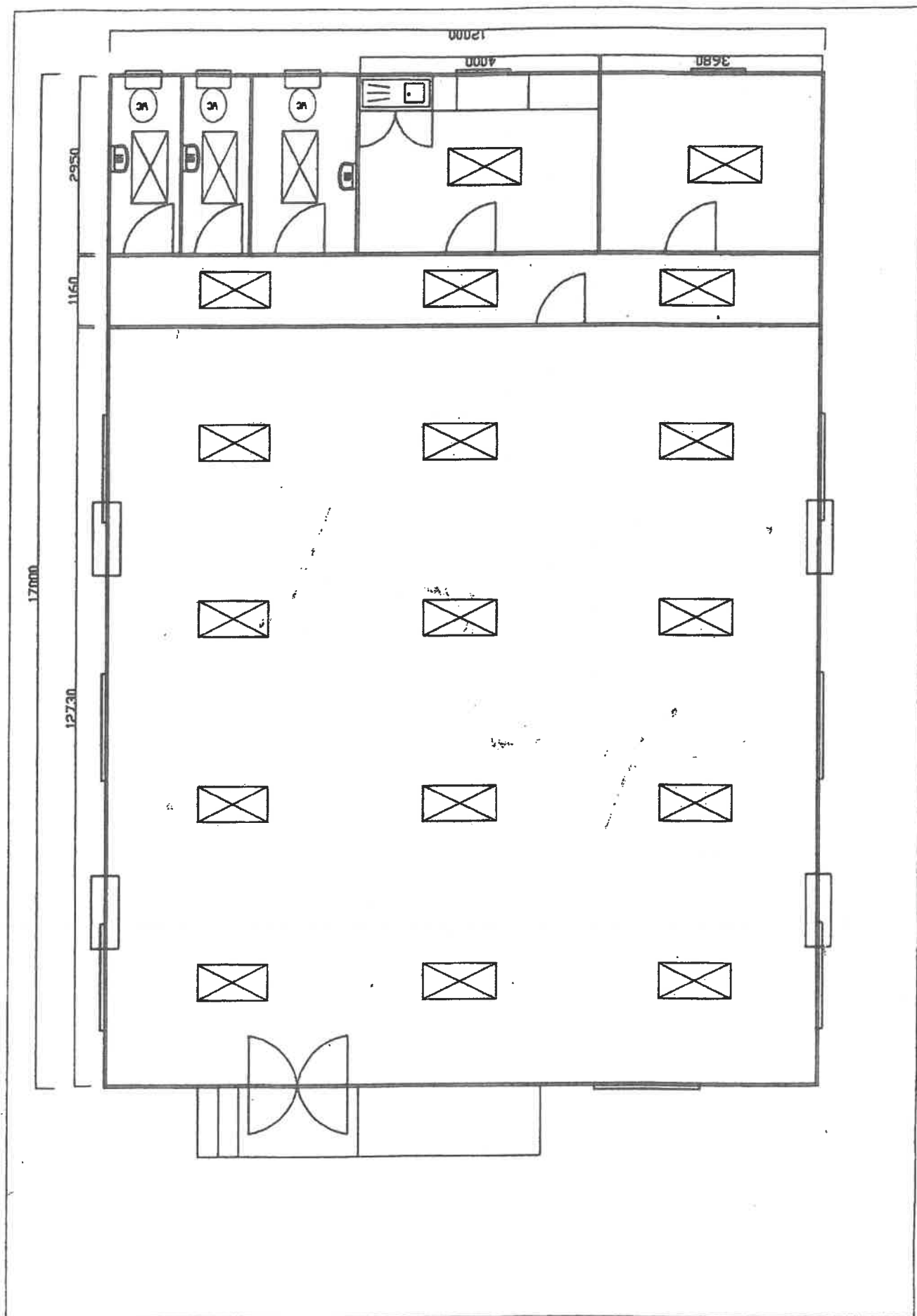
Approved / Not Approved

Accounting Officer:

Date:







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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)^{80/20}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{80/20 (P_t - P_{max})}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

| | |
|------------------------------------|-------|
| | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |
| | |

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

| <u>Description of services, works or goods</u> | <u>Bill No.</u> | <u>Item No.</u> | <u>Stipulated Minimum Threshold</u> |
|---|-----------------|------------------------------|-------------------------------------|
| BUILDING WORKS | | | |
| Concrete: Cement, reinforcement | 3 | 1, 2, 3, 6, 9, 10, 11, | 100% |
| Masonry: Cement, Brick force | 4 | 1, 2 | 100% |
| Plastering: Cement | 6 | 1 | 100% |
| Plumbing and drainage: Galvanized pipes | 7 | 7, 8, 9, 10, 12 | 100% |
| EXTERNAL WORKS | | | |
| Fencing: Cement Steel poles, gates, | 1 | 5, 6, 7, 8, 9, 10 | 100% |
| Roadwork, parking areas and paving: Cement, roof sheeting, metal work | 2 | 14, 15, 16, 17, 18 | 100% |
| ELECTRICAL WORK | | | |
| Cables: Galvanize pipe, bolts & nuts | 1 | 5, 7, 18, 20, 37, 36, 38, 39 | 90% |
| | | | |

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

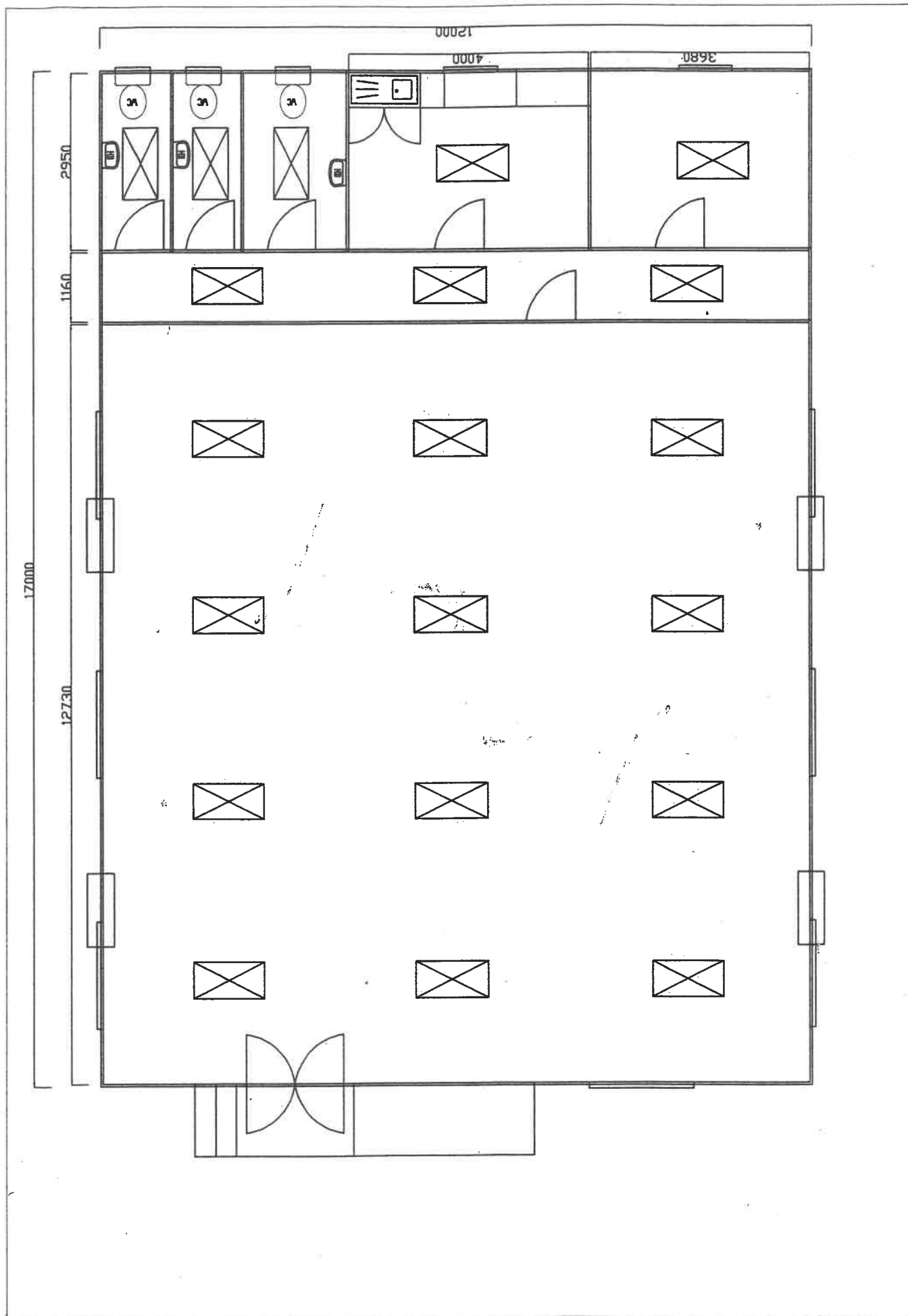
DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

| | | | |
|-------------------------|--|----------------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender / Bid no: | PWR: 75/22 | Reference no: | |

I, _____ (surname and name), identity number, _____ do hereby declare that I am a registered medical practitioner, with my practice number being _____, practising at _____ (Physical or postal addresses) declare that I have examined Mr. / Ms. _____, identity number _____ and have found the said person to be permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." – as per Preferential Procurement Policy Framework Act No 5 of 2000.

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature

Date

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

PA-11.1 (EC): COMPULSORY ENTERPRISE QUESTIONNAIRE

| | | | |
|-------------------------|--|----------------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender / Bid no: | PWR 75/22 | Reference no: | |

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

1. NAME OF ENTERPRISE

2. VAT REGISTRATION NUMBER

3. CIDB REGISTRATION NUMBER

4. PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |

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

5. PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

| | |
|-----------------------------|--|
| Company registration number | |
| Close corporation number | |
| Tax reference number | |

6. RECORD IN THE SERVICE OF THE STATE

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

- ☐ A member of any municipal council
- ☐ A member of any provincial legislature
- ☐ A member of the National Assembly or the National Council of Provinces
- ☐ A member of the board of directors of any municipal entity
- ☐ An official of any municipality or municipal entity

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".

- ☐ An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ A member of an accounting authority of any national or provincial public entity
- ☐ An employee of Parliament or a provincial legislature

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

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of State | Position held | Status of service (tick appropriate column) | |
|---|---|---------------|---|--------------------------|
| | | | Current | Within last 12 months |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |

* insert separate page if necessary

7. RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

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

| Name of spouse, child or parent | Name of institution, public office, board or organ of State | Position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---------------|---|--------------------------|
| | | | Current | Within last 12 months |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | <input type="checkbox"/> | <input type="checkbox"/> |

* insert separate page if necessary

8. THE UNDERSIGNED, WHO WARRANTS THAT HE / SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE ENTERPRISE

- 8.1. Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 8.2. Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partially exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 8.3. Confirms that no partner, member, director or other person, who wholly or partially exercises, or may exercise, control over the enterprise has within the last five years been convicted of fraud or corruption;
- 8.4. Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers / bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 8.5. Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Thus signed at _____ on this _____ day of _____ 20__

Full name of signatory

Name of Tenderer / Bidder

Capacity of Signatory

Signature

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

| | | | |
|-----------------------|--|----------------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender no: | PWR 75/22 | Reference no: | |

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

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

| | | |
|-------------------------|------------------|-------------|
| | | |
| Name of Tenderer | Signature | Date |

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

| | | |
|-------------------------|------------------|-------------|
| | | |
| Name of Tenderer | Signature | Date |

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

| | | | |
|-----------------------|--|----------------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender no: | <i>PWR 75/22</i> | Reference no: | |

We notify you that it is our intention to employ the following Sub-contractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

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

| | | | |
|-------------------------------|------------------|-----------------|-------------|
| | | | |
| Name of representative | Signature | Capacity | Date |

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

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

| | | | |
|-----------------------|---|----------------------|--|
| Project title: | <i>INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR)</i> | | |
| Tender no: | PWR 7/22 | Reference no: | |

| | |
|---|--|
| Name of Electrical Contractor: | |
| Address: | |
| Electrical Contractor registration number at the Electrical Contracting Board of S.A.: | |

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

| | | | |
|-----------------------|--|----------------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender no: | PWR 75/22 | Reference no: | |

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

| Item | Material / Equipment | Rand (R) (Excluding VAT) |
|------|----------------------|--------------------------|
| 1. | | R |
| 2. | | R |
| 3. | | R |
| 4. | | R |
| 5. | | R |
| 6. | | R |

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works North West within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

VOLUME 3: CONTRACT

Part C1: Agreement and Contract Data

C1.2 Contract Data

DPW-04 (EC): CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

CONTRACT DATA FOR INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR)

Tender no: **PWR 75/22**

| | |
|--|--|
| | <p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> |
|--|--|

| | |
|--|--|
| | <p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p> |
|--|--|

| | |
|-------------|---|
| 42.0 | Part 1: Contract Data completed by the Employer: |
|-------------|---|

| | |
|---------------|--|
| 42.1 | CONTRACTING AND OTHER PARTIES |
| 42.1.1 | <p>Employer:</p> <p>Government of the Republic of South Africa in its Department of Public Works North West Province.</p> <p>Postal address: Pravite Bag X 2080 Mmabatho 2735</p> <p>Tel: 0183884245/4245 Fax:</p> <p>Physical address: Old Parliament Building Modiri Molema Road Gate House</p> |

Tender no: PWR 75/22

| | |
|----------------------|---|
| 42.1.2 [1.1, 5.1] | Principal Agent: <i>insert name</i> Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Tel: <i>insert tel no</i> Fax: <i>insert fax no</i> |
| [1.1] | Representative of the Employer: <i>insert name</i> Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Tel: <i>insert tel no</i> Fax: <i>insert fax no</i> |

| | |
|------------------------------|--|
| <p>42.1.3 [1.1, 5.2]</p> | <p>Agent (1) <i>insert name</i></p> <p>Agent's service: <i>insert service</i></p> <p>Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i></p> <p>Tel: <i>insert tel no</i> Fax: <i>insert fax no</i></p> |
| <p>42.1.4 [1.1, 5.2]</p> | <p>Agent (2) <i>insert name</i></p> <p>Agent's service: <i>insert service</i></p> <p>Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i></p> <p>Tel: <i>insert tel no</i> Fax: <i>insert fax no</i></p> |
| <p>42.1.5 [1., 5.2]</p> | <p>Agent (3) <i>insert name</i></p> <p>Agent's service: <i>insert service</i></p> <p>Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i></p> <p>Tel: <i>insert tel no</i> Fax: <i>insert fax no</i></p> |

Tender no: PWR 75/22

| | |
|------------------------------|--|
| <p>42.1.6 [1.1, 5.2]</p> | <p>Agent (4) <i>insert name</i></p> <p>Agent's service: <i>insert service</i></p> <p>Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i></p> <p>Tel: <i>insert tel no</i> Fax: <i>insert fax no</i></p> |
|------------------------------|--|

| | |
|----------------------|---|
| 42.1.7 [1.1, 5.2] | Agent (5) <i>insert name</i> Agent's service: <i>insert service</i> Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Tel: <i>insert tel no</i> Fax: <i>insert fax no</i> |
| 42.1.8 [1.1, 5.2] | Agent (6) <i>insert name</i> Agent's service: <i>insert service</i> Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Tel: <i>insert tel no</i> Fax: <i>insert fax no</i> |
| 42.1.9 [1.1, 5.2] | Agent (7) <i>insert name</i> Agent's service: <i>insert service</i> Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Tel: <i>insert tel no</i> Fax: <i>insert fax no</i> |

| | |
|------------------|---|
| 42.2 | CONTRACT DETAILS |
| 42.2.1 [1.1] | Works description: Refer to document C3 – Scope of Work. |
| 42.2.2 [1.1] | Site description: Refer to document C4 – Site Information. |
| 42.2.4 [41.0] | Specific options that are applicable to a State organ only Where so : |

Tender no: PWR 75/22

| | |
|--|---|
| <p>[1.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]</p> | <p>1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>3) Payment will be made for materials and goods Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>4) Dispute resolution by litigation Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>5) Extended defects liability period applicable to the following elements: state elements</p> |
| <p>42.2.6 [15.3]</p> | <p>Period for the commencement of the works after the contractor takes possession of the site: Ten (10) working days.</p> |
| <p>42.2.7 [24.3.1] [30.1]</p> | <p>For the works as a whole:</p> <p>The date for practical completion shall be insert construction period in weeks/months from the commencement date and the penalty per calendar day shall be R insert penalty amount.</p> |
| <p>42.2.8 [24.3.1] [28.1]</p> | <p>For the works in sections:</p> <p>The date for practical completion from the commencement date and the penalty per calendar day:</p> <p>Section 1: insert description as may be applicable insert penalty amount</p> <p>Section 2: insert description as may be applicable insert penalty amount</p> <p>Section 3: insert description as may be applicable insert penalty amount</p> <p>Section 4: insert description as may be applicable insert penalty amount</p> <p>Section 5: insert description as may be applicable insert penalty amount</p> <p>Section 6: insert discription as may be applicable insert penalty amount</p> |
| <p>42.2.9 [1.2]</p> | <p>The law applicable to this agreement shall be that of the: Republic of South Africa</p> |

Tender no: PWR 75/22

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

| | |
|-----------------|---|
| 42.4 | DOCUMENTS |
| 42.4.2 [3.7] | Three (3) copies of the construction documents will be supplied to the contractor free of charge |
| 42.4.3 | <p>Bills of quantities / Lump sum document schedule of rates drawn up in accordance with:</p> <p><input type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended) Or</p> <p><input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or</p> <p><input type="checkbox"/> Other (<i>specify</i>)</p> |
| 42.4.5 [3.4] | JBCC Engineering General Conditions are to be included in the contract documents : No |

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

SECURITY – means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

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

1.6.4 No clause

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

3.7 Add at the end thereof:

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

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

4.3 No clause

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

10.5 Add the following as 10.5

Damage to the works

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

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

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

person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned

above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

Tender no: PWR 75/22

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

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

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

| | |
|--|---|
| | <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p> |
|--|---|

| | |
|-------------------|--|
| 42.0 | Part 2: Contract Data provided by the Contractor: |
| 42.5 | CONTRACT DETAILS |
| 42.5.1 | <p>Contractor:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p> |
| 42.5.2 | <p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p> |
| 42.5.3 [31.3] | The latest day of the month for the issue of an interim payment certificate : _____ |
| 42.5.4 [32.12] | The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/> |
| 42.5.5 [32.12] | The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/> |

Tender no: **PWR 75/22**

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

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

C1.3 Form of Guarantee

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Deputy Director-General
Department of Public Works North West
Government of the Republic of South Africa

To: **DEPARTMENT OF PUBLIC WORKS AND ROADS**
Private Bag X 2080
Mmabatho
2735

Sir,

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

- With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works North West, (hereinafter referred to as the "**employer**"), Contract/Tender No: **PWR 75/22**, for the **INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR)** (hereinafter referred to as the "**contract**") in the amount of R, (**Amount in words**), (hereinafter referred to as the **contract sum**),

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R, (**insert amount in words**), being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
- The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Deputy Director-General
Department of Public Works North West
Government of the Republic of South Africa

To: **DEPARTMENT OF PUBLIC WORKS AND ROADS**
Private Bag X 2080
Mmabtho
2735

Sir,

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

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works North West, (hereinafter referred to as the "**employer**"), Contract/Tender No: **PWR 75/22**, for the **INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR)** (hereinafter referred to as the "contract") in the amount of R _____, (**in words** _____) (hereinafter referred as the **contract sum**),

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (**insert amount in words** _____) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be reduced as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) From and including the day after the date of the last **certificate of practical completion** and up to and including the date of the last **final completion** certificate, the **guarantor's** liability will be reduced to 3% of the value of the works (excluding VAT);
 - (c) From and including the day after the date of the last **final completion** certificate and up to and including the date of settlement of the amount in the last final **payment certificate**, the **guarantor's** liability will be reduced to 1% of the value of the works (excluding VAT);
 - (d) This guarantee shall expire on the date of payment of the amount in the last final payment certificate.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This undertaking is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above; and
 - (c) shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

Part C2: Pricing Data

C2.1 Pricing Instruction

PG-02.2 (EC): PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

| | | | |
|----------------|--|---------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender no: | PWR 75/22 | Reference no: | |

C2.1 Pricing Instructions

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
 - (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein.

(a) BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

(b) VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) FIXED PRICE CONTRACT

Should the **bills of quantities / lump sum document** be a fixed price contract, the following clause must be inserted in the Pricing Instructions:

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

Part C3: Scope of work

C3: Scope of work

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

| | | | |
|-----------------------|--|----------------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender no: | PWR 75/22 | Reference no: | |

C3. Scope of Works

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. The following serves as a guideline only with regard to items to be included in the Scope of Work. Any additional items deemed necessary must be included herein.

(a) EXTENT OF THE WORKS

The scope of works includes Alteration, Earth works, Concrete, foundations, Reinforcement, Masonry, Plumbing and drainage, Installation of fence, Paving and Installation of modular library.

(b) ORDER OF THE WORKS

Any procedure affecting the sequence of construction or other activities must be described.

Contract details for the works in sections, if applicable, must be inserted in clause 42.2.8 of form DPW-04 (EC): Contract Data.

(c) BUILDINGS OCCUPIED

Any specific restrictions with regard to buildings in use must be described.

Specific requirements must be described in clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries.

(d) ACCESS

Provide details of any special requirements/restrictions with regard to access.

DEPARTMENT OF PUBLIC WORKS

(hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This Specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

HEAD OFFICE
Private Bag X2037
Mmabatho
2735

August 2004

CONTENTS

| SECTION | TITLE | PAGE |
|----------------|---|-------------|
| 1 | INTRODUCTION | 4 |
| | 1.1 Scope | 4 |
| | 1.2 Preamble | 4 |
| | 1.3 Purpose | 4 |
| | 1.4 Interpretations | 4 |
| 2 | GENERAL | 5 |
| | 2.1 Employer | 5 |
| | 2.2 Contractor | 5 |
| 3 | GENERAL REQUIREMENTS | 7 |
| | 3.1 Contractor's Construction Safety Officer | 7 |
| | 3.2 Log books | 7 |
| | 3.3 First aid | 7 |
| | 3.4 Risk assessment and safety policy | 8 |
| | 3.5 Danger areas | 9 |
| | 3.6 Hazard notices | 9 |
| | 3.7 Personal protective clothing | 9 |
| | 3.8 Road Traffic Ordinance/Transport Act | 10 |
| | 3.9 Overhead power lines | 10 |
| | 3.10 Machine guarding | 10 |
| | 3.11 Concrete mixing equipment | 11 |
| | 3.12 Ladders | 11 |
| | 3.13 Scaffold framework | 11 |
| 4 | SPECIAL REQUIREMENTS | 12 |
| | 4.1 Excavation/shoring | 12 |
| | 4.2 Formwork and support work | 12 |
| | 4.3 Prevention of uncontrolled collapse | 13 |
| | 4.4 Safe working loads | 13 |
| | 4.5 Electrical equipment and procedures used by the Contractor | 13 |
| | 4.6 Commissioning safety precautions | 13 |
| | 4.7 Toxic materials | 14 |
| | 4.8 Hazardous chemicals and materials | 14 |
| | 4.9 Indemnity of the Employer and his Agents | 14 |

**DEPARTMENT OF PUBLIC WORKS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

| SECTION | TITLE | PAGE |
|----------------|--|-------------|
| 5 | SPECIFIC REQUIREMENTS | 15 |
| | 5.1 Design | 15 |
| | 5.2 Security | 15 |
| | 5.3 <i>Nature of the works</i> | 15 |
| | 5.4 <i>Existing environment</i> | 16 |
| | 5.5 <i>Control of pollution</i> | 17 |
| 6 | ANNEXURES | 18 |
| | A Pro-forma Agreement | 18 |
| | B Notification of construction work | 19 |
| | C <i>Design and on-site consultants' risk assessment</i> | 23 |

SECTION 1 : INTRODUCTION

1.1 Scope

This Specification details the health and safety requirement associated with the works.

1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects, however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

1.3 Purpose

The purpose of this Specification is to brief Contractors on the significant safety aspects of the project. It provides information and requirements on *inter alia* :

- a) safety considerations affecting the site and its environment;
- b) health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters; and
- d) the contractor's health & safety plan.

1.4 Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as any work in connection with :

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

SECTION 2 : GENERAL

2.1 Employer

- 2.1.1 The Employer will appoint the Contractor in writing for the execution of the works.
- 2.1.2 The Employer will take reasonable steps to ensure that the Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- 2.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works :
 - a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons.

2.2 Contractor

- 2.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Contractor shall submit the notification in writing prior to commencement of work.
- 2.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.
- 2.2.3 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works.
- 2.2.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation

DEPARTMENT OF PUBLIC WORKS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

insurer prior to commencement with the works.

- 2.2.5 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- 2.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
- 2.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
- 2.2.8 The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.
- 2.2.9 The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.

SECTION 3 : GENERAL REQUIREMENTS

3.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent Construction Safety Officer (CSO) who shall be acceptable to the Agent to represent and act for the Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor.

The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the works.

3.2 Log books

The Contractor shall keep the following log books and shall make them available to the Agent on request:

- a) A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.
- b) A record of the weekly inspection of first aid boxes.
- c) A record of the weekly inspections of ladders
- d) A record of the weekly inspections of fire-fighting equipment.
- e) A record of the monthly inspections of welding machines.
- f) A record of the monthly inspections of oxy-acetylene equipment.
- g) A record of the weekly inspections of scaffolding structures.
- h) A record of the monthly inspections of builder's hoists.
- i) A record of the monthly inspections of mobile and tower cranes.
- j) A record of the monthly inspections of lifting gear.
- k) A record of the inspections of electrical equipment.
- l) A record of the monthly tests of earth leakage units.
- m) A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

3.3 First aid

3.3.1 Safety notice board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the nearest first aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be

conspicuously displayed to all its staff. The size of the notice board shall be at least 600mm x 800mm.

3.3.2 First aid equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

First aid equipment must be stored in an appropriate place and container to prevent contamination.

3.3.3 Reporting of incidents and/or injuries

All incidents in respect of damage to works, property or machinery, or injury to persons, shall be reported by the Contractor's CSO or site representative to the Agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Agent within twenty four (24) hours of the occurrence of the incident.

The Agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Agent with full facilities for carrying out such enquiries.

3.4 Risk assessment and safety policy

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan.

A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property.

The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property.

The Contractor shall continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the

contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

3.5 Danger areas

All danger areas shall be demarcated by the contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area. Danger areas should include at least, *inter alia*, cranes, lifts and hoists in operation.

3.6 Hazard notices

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

3.7 Personal protective clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

3.7.1 Hard hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

3.7.2 Eye protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, any welding, blowtorch handling, cutting with oxyacetylene equipment of similar activities are taking place.

3.7.3 Hearing protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

3.7.4 Foot wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

3.7.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

3.7.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

3.8 Road Traffic Ordinance/Transportation Act

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the works while under the influence of alcohol or drugs.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

3.9 Overhead power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the contractor at all times.

3.10 Machine guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

3.11 Concrete mixing equipment

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of materials for concrete unless:

- a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.
- b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- c) The Contractor shall appoint operators skilled in the operation of the plant.
- d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Agent on request.

3.12 Ladders

Every ladder shall be :

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders).
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

All ladders shall be inspected weekly and a log shall be kept of the inspections.

3.13 Scaffold framework

Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

SECTION 4 : SPECIAL REQUIREMENTS

4.1 Excavation/shoring

The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

The face of an excavation shall not be undercut.

All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.

Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Agent before excavation work continues.

4.2 Formwork and support work

The Contractor shall ensure that :

- a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.
- b) All formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- c) The foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable.
- d) All formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the works.
- e) Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to

support safely, not only its own load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).

4.3 Prevention of uncontrolled collapse

The contractor shall ensure that :

- a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work.
- b) No structure or part of a structure is loaded in a manner that would render it unsafe.

4.4 Safe working loads

The Contractor shall ensure that :

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

4.5 Electrical equipment and procedures used by the contractor

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

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

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

4.6 Commissioning safety precautions

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

4.7 Toxic materials

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

4.8 Hazardous chemicals and materials

The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the fire fighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

4.9 Indemnity of the employer and his agents

Annexure A to this Specification contains a "Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entire into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor's health and safety plan.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

SECTION 5 : SPECIFIC REQUIREMENTS

5.1 Design

5.1.1 Significant hazards identified by the design consultants

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

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

Annexure C to this Specification contains the design consultant's risk assessment.

5.1.2 Principles of the design

The philosophy applied in design development and detail design was to provide details and finishes which are robust, practical, safe, cost effective and most suitable for the application in their respective locations. The modes of construction are assumed to be conventional.

No major temporary works are anticipated to be required other than those that are expected to be necessary for site establishment, support and securing of structures and finishes during their erection and installation, for excavations and the erection and maintenance of scaffolding and working platforms.

Details and finishes have been designed , apart from some floor and wall finishes that must be applied by Specialist Contractors, that require conventional skills and which can be transferred on site during the construction process.

5.2 Security

Annexure C to this Specification contains the security engineer's risk assessment.

5.3 Nature of the works

Any specific requirements regarding the nature of the works not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4 Existing environment

5.4.1 Surrounding roads and properties

Any specific requirements regarding the surrounding roads and properties not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4.2 Existing services

Any specific requirements regarding existing services not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) Drawings giving indicative information about existing services on and around the site.*
- b) Underground lighting cables and fittings, power cables, communications cables, drainage catch pits, gullies and pipes.*
- c) Live electricity, water, Telkom and specialist communications networks on pavements and which must be continuously maintained throughout the works.*
- d) Sewers for foul and surface water present on the pavements and any special arrangements for protection against contamination of drains and water courses.*
- e) Contractors must recognise that all services on the site must be expected to be 'live' and potentially critical to the safe functioning of the works. Precautions for any work on or near them should be identified, planned, approved and taken accordingly.*
- f) In the event that previously unidentified services are discovered Contractors shall immediately refer details of location, suspected condition and status to the Agent and await instruction. On no account must any services be interfered with without specific instruction and authority.*

5.4.3 Existing traffic systems and access

Any specific requirements regarding existing traffic systems and access not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) Access to all works areas shall follow agreed routes and shall be adhered to at all times.*
- b) The Contractor must be kept advised of all proposed movements and ascertain the extent to which traffic/site effects are relevant and will be expected to plan accordingly.*

5.4.4 Adjoining structures

Any specific requirements regarding adjoining structures not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4.5 Ground conditions

Any specific requirements regarding ground conditions not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) Site investigations reports.*
- b) Geotechnical site assessment report.*
- c) Unusual conditions.*

5.4.6 Topographical surveys

Any specific requirements regarding topographical matters not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

5.4.7 Related restrictions affecting health and safety

Any specific requirements regarding related restrictions affecting health and safety not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

For example :

- a) Working hours.*
- b) No existing health and safety files.*

5.5 Control of pollution

Any specific requirements regarding control of pollution not covered elsewhere in the tender documentation should be inserted under this heading by the on-site consultants.

SECTION 6 : ANNEXURE A

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the contractor, or to inspect any appropriate records held by the Contractor.
- e) The Contractor shall be obliged to report forthwith in writing to the Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract.
- f) The Contractor shall forward all "safety meeting" minutes to the Agent.

For the Employer : _____ Date : _____

Witnesses : 1) _____ 2) _____

For the Contractor : _____ Date : _____

Witnesses : 1) _____ 2) _____

SECTION 6 : ANNEXURE B

NOTIFICATION OF CONSTRUCTION WORK

(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor :

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office :

1.5 Estimated number of persons on the construction site :

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor :

2. EMPLOYER

2.1 Name and postal address of Employer :

**DEPARTMENT OF PUBLIC WORKS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

2.2 Name and telephone number of Employer's Principal Agent :

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants :

3.1.1 Construction project managers :

3.1.2 Architects :

3.1.3 Structural engineer :

3.1.4 Electrical engineer :

3.1.5 Mechanical engineer :

3.1.6 Civil engineer :

3.1.7 Security engineer :

**DEPARTMENT OF PUBLIC WORKS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

3.1.8 Other (if any) :

3.2 Name and telephone number of design consultant's contact person :

3.2.1 Construction project managers :

3.2.2 Architects :

3.2.3 Structural engineer :

3.2.4 Electrical engineer :

3.2.5 Mechanical engineer :

3.2.6 Civil engineer :

3.2.7 Security engineer :

3.2.8 Other (if any) :

4. THE WORKS

Nature of the works :

**DEPARTMENT OF PUBLIC WORKS
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

Commencement date :

Completion date :

Contractor : _____ Date : _____

Employer : _____ Date : _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST TO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

SECTION 6 : ANNEXURE C

DESIGN CONSULTANTS' RISK ASSESSMENT

6.1 Architects

The design development, detail design and specifications of materials to be used as described on the drawings and in the schedules are conventional designs and finishes which, if applied to manufacturers' specifications, conform to the Construction Regulations.

The top of certain gable walls are approximately 10m high above ground level and polycarbonate sheeting is used in certain roof areas which cannot carry traffic. Special precautions are therefore required.

Safety valves in the hot water reticulation (if electrical water heaters are to be installed) require regular inspections as recommended by the manufacturers.

6.2 Structural engineers

The design loads of slabs, etc are indicated on the drawings.

6.3 Electrical engineers

The electrical installations are complicated and it is recommended that a Master Installation Electrician be on site at all times to monitor the safety and quality of work and the installations have to be regularly tested for earthing.

Some equipment such as transformers, 11kV switchgear, generator sets and mini-substations weigh more than 1000 kilograms. The diesel generators make a loud noise when running and the substation contains flammable oils.

Some light fittings are approximately 8m high above ground floor level and certain cables may be heavy and difficult to install.

6.4 Mechanical engineers

Steam pipe reticulation across the site are approximately 2,4m high above ground floor level and could interfere with overhead power systems. No underground mechanical services are being installed.

Noise can be a hazard when the boilers are being commissioned. Water treatment chemicals can be hazardous and should be handled by specialists with the correct equipment and clothing.

Erection of the chimneys are a specialist function which will require motorised crainage. Guard rails are to be incorporated in all boiler platforms and plant room cat ladders. The boiler room roof structure has to accommodate the hoisting and support of heavy piping (200kg/m run). Roof ventilators and fans

on numerous buildings will require roof access for installation and service-roof to accommodate mass of workmen. Hitching points for static lines to be provided and access routes have to be indicated. Erection of piping between supports have to be sequenced to prevent collapse.

Sufficient protection against falling from heights while servicing high level roof fans and smoke ventilators has to be provided.

Sufficient protection and ventilation when working in tanks and storage calorifiers and protection against dust when testing the dust extraction plant have to be provided. Girt collectors on boilers have to be commissioned before start up to prevent atmospheric contamination. Nitrates rather than dichromates have to be used as anti oxidants.

Strict procedures have to be followed when working with and decommissioning of pressure vessels and boilers and all work has to be tested by certified inspectors. Statutory inspections of boilers and pressure vessels have to be scheduled and strictly observed.

6.5 Civil engineers

To be inserted under this heading (if any).

6.6 Security engineers

The perimeter fence is manufactured from bezenol treated high tensile steel. This is a toxic substance. If the outer perimeter fence wire cut-offs are used for example barbecues, the meat will be toxic and people will require hospital treatment in such cases. The outer perimeter fence manufacturing materials is extremely heavy. The installers should be cautioned to work carefully during the installation of the fence structure to avoid injury to personnel. The inner fence energizers could provide electric shock if the fence is short circuited during or after commissioning thereof.

The pneumatic doors are heavy and could cause injury to a person if he/she is in the way of a closing door, prior final commissioning. Pneumatic vessels are heavy and of high pressure. Great care must therefore be taken during the installation and commissioning of this equipment. A person could also be injured if he/she put his/her hand or other body or clothing part in a turning compressor flywheel.

The uninterrupted power supply (UPS) is equipped with batteries. Although the modern UPS's are equipped with sealed batteries, great care must be given to avoid installing the unit in a sealed room without suitable ventilation as a result of gas poisoning and overheating of the UPS.

Full schematic diagrams are included as part of the design to avoid any confusion during the tender or the installation period of the contract. The contractor must ensure at all times that the schedules are adhered to as specified in the schematic and the design specification.

During the maintenance period of the installation, the Contractor as well as the Employer must take note of the NOSA requirements regarding the servicing of pneumatic vessels at three and five year intervals. Furthermore the Employer must take note of the regular servicing of pneumatic equipment as well as all C.C.T.V. equipment on a three monthly interval.

ON-SITE CONSULTANTS' RISK ASSESSMENT

Specific risk assessment of the on-site consultants not covered elsewhere in this Specification (or other documentation) should be inserted in this Annexure.

The following notes serve as a guide :

1. *Relative to Regulation 9 (2) "Structures" the on-site consultants (architects, structural engineers, electrical engineers, mechanical engineers, civil engineers and security engineers) are required to :*

- 1.1 *Provide the Employer with all relevant information that may affect the pricing of the works.*
- 1.2 *Inform the Contractor of any dangers or hazards and provide information for the safe construction of the design.*
- 1.3 *Include a geo-science technical report, the design loading of the structure and the methods and sequence of construction in a report made available to the Contractor.*
- 1.4 *Modify the design or make use of substitute materials where the design necessitates the use of dangerous structural or other procedures, or materials hazardous to health and safety.*
- 1.5 *Consider health and safety during maintenance subsequent to the completion of the project.*
- 1.6 *Conduct inspections to ensure conformance of construction to design.*
- 1.7 *Conduct a final inspection and issue a completion certificate.*
- 1.8 *Take cognisance of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.*

2. *The on-site consultants should note the following :*

- 2.1 *Designers influence health and safety directly through general design, choice of structural frame, details, method of fixing and specification of materials and finishes.*
- 3.3 *Designers influence health and safety indirectly through selection of procurement system, preparation of contract documentation, decision regarding project duration, prequalification of Contractors on health and safety and status of design upon commencement of construction.*
- 3.4 *Health and safety should be considered throughout all stages of design.*
- 3.5 *Reference should be made to health and safety during pre-tender, pre-contract and contract phases of construction, and during commissioning and maintenance phases of projects (and recycling and deconstruction).*

3.6 *Designers are liable for the impact of design on construction health and safety.*

3. *Specific risk assessment of the on-site consultants should, inter alia, address the following :*

3.1 *Site layout*

3.1.1 *Location of structures*

3.1.2 *Traffic system*

3.1.3 *Overhead power lines, electrical cables and other services in ground, etc*

3.2 *Groundwork*

3.2.1 *Excavation depths*

3.2.2 *Collapse*

3.2.3 *Hazardous substances*

3.2.4 *Noise and vibration*

3.3 *Erecting structures*

3.3.1 *Falls from height*

a) *Floor to ceiling heights*

b) *Wall heights*

c) *Roof pitch*

d) *Oversailing sections*

e) *Incorporate guardrails into the design*

f) *Design steelwork to accommodate static lines*

3.3.2 *Collapse*

a) *Provide sufficient information to enable Contractors to develop a safe sequence*

3.3.3 *Fire*

3.4 *Cladding and brickwork*

3.4.1 *Falls from height*

3.4.2 *Noise and vibration*

3.4.3 *Falling objects*

3.4.4 *Manual handling*

3.4.5 *Fire*

3.5 *Installation and maintenance of services*

3.5.1 *Falls from height*

3.5.2 *Tripping*

3.5.3 *Manual handling*

3.6 *Finishes*

- 3.6.1 *Natural in lieu of paint*
- 3.6.2 *Water in lieu of solvent*
- 3.6.3 *Off-site production*
- 3.6.4 *Dust control*
- 3.6.5 *Use of hazardous substances in confined spaces*
- 3.6.6 *Atmospheric contamination*
- 3.6.7 *Appropriate tolerances*

3.7 *Refurbishment and repair*

- 3.7.1 *Collapse*
 - a) *Specify sequence of removal of structural members*
- 3.7.2 *Fire*

3.8 *Roof work maintenance*

- 3.8.1 *Falls from height*

3.9 *Cleaning and maintenance*

- 3.9.1 *Falls from height*
 - a) *Platforms*
 - b) *Permanent walkways*
 - c) *Anchors for safety lanyards*

PART B : RETURNABLE SCHEDULES

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993 – SECTION 37[2])

A special additional clause has been included in the Specific Preliminaries section of these Bills of Quantities (Clause C11 of Section 1 : Preliminaries (Section C)) for Tenderers to have the opportunity to provide financially for the requirements of the above mentioned Act as clarified in the Occupational Health and Safety Specification.

The following items serves as a breakdown of the expected cost items for the requirements of the Act and have to be duly completed and returned with the tender form (refer to the Occupational Health and Safety Specification for detail of clauses as listed).

BREAKDOWN OF THE EXPECTED COST ITEMS – REFER TO CLAUSE C11 OF SECTION 1 : SPECIFIC PRELIMINARIES (SECTION C)

| | | ITEM | AMOUNT (R-C) |
|----|--|------|--------------|
| 1. | Notification of construction work as Clause 2.2.1 | | |
| | F: V: T: | Item | R |
| 2. | Requirements regarding the health and safety plan as Clause 2.2.3 | | |
| | F: V: T: | Item | R |
| 3. | Proof of registration with the Compensation Fund as Clause 2.2.4 | | |
| | F: V: T: | Item | R |
| 4. | Requirements regarding the resources to perform duties as Clause 2.2.6 | | |
| | F: V: T: | Item | R |
| 5. | Copies of health and safety plan as Clause 2.2.7 | | |
| | F: V: T: | Item | R |
| 6. | Requirements regarding the health and safety file as Clause 2.2.8 | | |
| | F: V: T: | Item | R |
| 7. | Conditions imposed on Subcontractors as Clause 2.2.9 | | |
| | F: V: T: | Item | R |
| 8. | Contractor's Construction Safety Officer as Clause 3.1 | | |
| | F: V: T: | Item | R |
| 9. | Requirements regarding log books as Clause 3.2 | | |
| | F: V: T: | Item | R |

| | | ITEM | AMOUNT (R-C) |
|-----|--|------|--------------|
| 10. | Requirements regarding first aid as Clause 3.3 | | |
| | F: V: T: | Item | R |
| 11. | Requirements regarding risk assessment and safety policy as Clause 3.4 | | |
| | F: V: T: | Item | R |
| 12. | Requirements regarding danger areas as Clause 3.5 | | |
| | F: V: T: | Item | R |
| 13. | Hazard notices as Clause 3.6 | | |
| | F: V: T: | Item | R |
| 14. | Requirements regarding personal protective clothing as Clause 3.7 | | |
| | F: V: T: | Item | R |
| 15. | Requirements regarding the Road Traffic Ordinance/Transportation Act as Clause 3.8 | | |
| | F: V: T: | Item | R |
| 16. | Requirements regarding overhead power lines as Clause 3.9 | | |
| | F: V: T: | Item | R |
| 17. | Requirements regarding machine guarding as Clause 3.10 | | |
| | F: V: T: | Item | R |
| 18. | Requirements regarding concrete mixing equipment as Clause 3.11 | | |
| | F: V: T: | Item | R |
| 19. | Requirements regarding ladders as Clause 3.12 | | |
| | F: V: T: | Item | R |
| 20. | Requirements regarding scaffold framework as Clause 3.13 | | |
| | F: V: T: | Item | R |

| | | ITEM | AMOUNT (R-C) | |
|-----|--|------|--------------|--------|
| 21. | Requirements regarding excavation/shoring as Clause 4.1 | | | |
| | F: V: T: | Item | R | |
| 22. | Requirements regarding formwork and support work as Clause 4.2 | | | |
| | F: V: T: | Item | R | |
| 23. | Prevention of uncontrolled collapse as Clause 4.3 | | | |
| | F: V: T: | Item | R | |
| 24. | Requirements regarding safe working loads as Clause 4.4 | | | |
| | F: V: T: | Item | R | |
| 25. | Requirements regarding electrical equipment and procedures used by the Contractor as Clause 4.5 | | | |
| | F: V: T: | Item | R | |
| 26. | Commissioning safety precautions as Clause 4.6 | | | |
| | F: V: T: | Item | R | |
| 27. | Handling of toxic materials as Clause 4.7 | | | |
| | F: V: T: | Item | R | |
| 28. | Requirements regarding hazardous chemicals and materials as Clause 4.8 | | | |
| | F: V: T: | Item | R | |
| 29. | Indemnity of the Employer and his Agents as Clause 4.9 | | | |
| | F: V: T: | Item | R | |
| 30. | Specific requirements regarding significant hazards identified by the design consultants as Clause 5.1.1 | | | |
| | F: V: T: | Item | R | |
| 31. | Specific requirements regarding principles of design as Clause 5.1.2 | | | |
| | F: V: T: | Item | R | |
| 32. | Specific requirements regarding nature of the works as Clause 5.3 | | | |
| | F: V: T: | Item | R | N/A ?? |

| | | ITEM | AMOUNT (R-C) | |
|-----|---|-------------|--------------|---------------|
| 33. | <i>Specific requirements regarding surrounding roads and properties as Clause 5.4.1</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A ??</i> |
| 34. | <i>Specific requirements regarding existing services as Clause 5.4.2</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A ??</i> |
| 35. | <i>Specific requirements regarding existing traffic systems and access as Clause 5.4.3</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A ??</i> |
| 36. | <i>Specific requirements regarding adjoining structures as Clause 5.4.4</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A ??</i> |
| 37. | <i>Specific requirements regarding ground conditions as Clause 5.4.5</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A ??</i> |
| 38. | <i>Specific requirements regarding topographical surveys as Clause 5.4.6</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A ??</i> |
| 39. | <i>Specific requirements regarding related restrictions affecting health and safety as Clause 5.4.7</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A ??</i> |
| 40. | <i>Specific requirements regarding control of pollution as Clause 5.5</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | <i>N/A??</i> |
| 41. | <i>Requirements regarding architects' risk assessment as Clause 6.1</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | |
| 42. | <i>Requirements regarding structural engineers' risk assessment as Clause 6.2</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | |
| 43. | <i>Requirements regarding electrical engineers' risk assessment as Clause 6.3</i> | | | |
| | <i>F: V: T:</i> | <i>Item</i> | <i>R</i> | |

C4 Site Information

Part C4: Site Information

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

| | | | |
|-----------------------|--|----------------------|--|
| Project title: | INSTALLATION OF MODULAR LIBRARY AT MADIBE A MAKGABANE VILLAGE FOR (DACSR) | | |
| Tender no: | PWR 75/22 | Reference no: | |

C4 Site Information

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. Nature of ground, surface conditions, water table as visible in test holes and other indisputable facts that may affect construction must be described.
3. Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries
4. The site is in Moshana Village near to Tribal Office

