



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**TENDER**

**FOR**

**JAN KEMPDORP AMMUNITION DEPOT:  
ACCESSIBILITY FOR PERSONS WITH  
DISABILITIES**

**KIM02/2026**

DEPARTMENT OF PUBLIC WORKS  
AND INFRASTRUCTURE  
KIMBERLEY REGIONAL OFFICES  
PRIVATE BAG X5002  
KIMBERLEY  
8301

PROJECT MANAGER

T. GAXELA



PLEASE READ THE FOLLOWING INFORMATION TOGETHER WITH THE REQUIREMENTS AS STIPULATED IN THE BIDDING DOCUMENTS. THESE DOCUMENTS ARE MEANT TO ASSIST BIDDERS IN COMPLETING THEIR BIDDING DOCUMENTATION AND ENSURE FULL COMPLIANCE TO THE STIPULATED REQUIREMENTS.

## COMPLETION GUIDE - PART 1

### SERVICE PROVIDER DOCUMENT COMPLETION GUIDE: WHAT TO AVOID AND/OR REMEMBER WHEN COMPLETING THESE TENDER DOCUMENTS.

1. **PA – 30.1 PRICING SCHEDULE** – the **total bid price** calculated on the bill of quantities and/or pricing schedule will be accepted as the final offer given by the bidder.
2. **DPW – 07 FORM OF OFFER AND ACCEPTANCE** – the **total bid price** calculated on the bill of quantities should be carried over from the bill of quantities (BOQ) to DPW-07 in both numerical and in words format. It should be noted that should there be a price difference between numeric value offer and the offer in words, the offer in words shall prevail. (NB. applicable to facilities and construction tenders)
3. **PA - 11 BIDDERS DISCLOSURE** – declare any related company interest (where you have controlling interest) including those reflecting on the **CSD report** under each director/member of your company (*if, tick YES on point 2.3. Furnish the details on 2.3.1*).
4. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, bidders to note that points will be allocated for specific goals as specified in the invitation to quote and invitation to bid.

For example using the table below, should you wish to claim for specific goals and maximise on the preferential points you will need to indicate the specific goal claimed in PA16 page 09 of 11; if claiming under 80/20 then the last column should indicate the number of points claimed i.e. **1. An EME or QSE which is at least 51% owned by black people = 10 (indicate the total points in figures if they are being claimed)**

**NB Please indicate the points being claimed, should you fail to indicate you will not be allocated the points and please submit the documentary proof to substantiate the claim as indicated in the invitation to quote/tender.**

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>black people</b>	10	<ul style="list-style-type: none"><li>• <b>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable</b></li></ul>
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work	2	<ul style="list-style-type: none"><li>• <b>Office Municipal Rates Statement</b></li></ul>



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
	to be done or services to be rendered in that area		<ul style="list-style-type: none"><li>• Or</li><li>• Permission To Occupy from local chief in case of rural areas (PTO)</li><li>• Or</li><li>• Lease Agreement</li></ul>

- 5. ORIGINAL BBEE SWORN AFFIDAVIT** - Ensure that the sworn affidavit is signed and dated in the presence of the Commissioner of Oaths. The date of the deponent and the commissioner must be the same date. **CIPC sworn affidavit** are preferred but not compulsory
  - Bidders to note that the acceptable format for financial year end is as follows: **DD/MM/YYYY**. If the day, month and year of financial year end are not indicated, the sworn affidavit will be declared invalid and lead to non-allocation of preference point.
- 6. BBEE CERTIFICATE** - must be issued by a SANAS accredited agency and all other required certificates must be issued by the relevant accredited agency. Please verify that the your certificate issuing providers are registered on SANAS to ensure your certificates are accredited [www.sanas.co.za](http://www.sanas.co.za) under accredited organizations
- 7. LEASE AGREEMENT in the name of the tendering services provider** – Please ensure the lease agreement is signed and dated by the tenant (business/service provider) and landlord, it should consist of commencement date of lease and end date, as well as the address of the leased property at least to substantiate the claim for location.
- 8. Official Municipal rates** and or any other documentation for the purpose of claiming points must be in the name of the service provider (business name), documentation in any other name will be declared invalid and lead to non-allocation of preference points.
- 9. Compliance with the Companies Act:** Section 23(3) (b) of the Companies Act 71 of 2008 (the Act) states that every company must “register the address of its office, or its principal office if it has more than one office”. The physical address may be accepted if it is compliance with the act in terms of BBEE compliance documentation, address on the tendering documents as well as the proof of locality when claiming for specific goals. The physical address will be verified against the companies CIPC records for validation.
- 10. PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form **MUST** be fully completed and signed in ink.



11. **ERRORS ON THE BOQ** – Ensure correct and accurate carry-over of totals throughout the BOQ

Please ensure that you completely fill in the document, where not sure kindly contact this office for assistance, should you fail to submit a fully compliant document you may be rendered **administratively non-responsive** thus disqualified from further evaluation.

## SCAM ALERT- PART 2

### **HIGH ALERT: SCAM TO SUPPLIERS AND SERVICE PROVIDERS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

**There are many types of tender scams.** Here are some of the more frequent scenarios: Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss. OR Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question. Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process. Protect yourself from being scammed,

If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.

- Compare tender details with those that appear in the Tender Bulletin, available online at [www.publicworks.gov.za](http://www.publicworks.gov.za)
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- DPWI would never contact any bidder during the evaluation process and request payment to secure a tender award.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department to ask whether this is in fact correct. Any incidents of corruption, fraud, theft and misuse of government property in the Department of Public Works and Infrastructure can be reported to:

**Fraud Awareness & Investigation:**

012 406 1328

**National Anti-Corruption Hotline:**

0800 701 701

**NB: All bids/ quotations are to be submitted in the manner outlines in the advertised and or published documents only.**



## TERMS AND CONDITIONS - PART 3

### 1. SPECIAL CONDITIONS

The quotation may be rejected, among other reasons, for any of the following specific reasons:

- 1.1. The quotation received after the closed and time as specified;
- 1.2. The Bidder does not comply with the evaluation criteria of the quotation;
- 1.3. The quotation containing irregularities;
- 1.4. Non submission of standard bidding forms/ PA Forms;
- 1.5. Non submission of proof of registration with the applicable professional bodies;
- 1.6. The quotation documents not fully completed and signed.
- 1.7. Submission of the grading certificate upon completion of refurbishment. (Only applicable to Leasing Projects)

### 2. INVOICING REQUIREMENTS

**Invoices** – The contractor shall invoice NDPWI when work executed is completed and confirmed by the client onsite and the invoice must be submitted to DPWI within 5 days of completion of work via email: [invoice.kimberley@dpw.gov.za](mailto:invoice.kimberley@dpw.gov.za) or hand deliver to **Registry Services**. Please note, non-compliant invoices will be returned to the service provider for corrections and resubmission.

**The following criteria should be met upon submission of invoices:**

- Invoice must be made of “Department Of Public Works & Infrastructure “ together with the address of the department;
- Name of the company and contact information, including physical and postal address, email address, cellphone and telephone where applicable;
- Value added tax (VAT), CSD and company’s registration number;
- Description of a list of the services or goods provided and the price for each items of such goods or services;
- Quantity and units price of the goods and/or service procured and/or delivered;
- Date of invoice, invoice number;
- Department purchase order or complaint number(KIM number/ID number);
- Supplier’s banking details should be the same as on Central Supplier Database
- Invoice should appear as invoice
- Job card signed by Client (if applicable)

3. The general conditions of contract are applicable to all DPWI bids/quotations and or any other contract as specified in the tender document.

### 4. Disclaimer

***In awarding of tenders, the department will apply inter alia, equitable distribution of opportunities.***

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**Name of Bidder**

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**Signature**

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**Date**

## **T2.2 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

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

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
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Page 1 of 1

Effective date 20 September 2021

Version: 2.0

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES,
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<b>Tender no:</b>	KIM02/2026	<b>Reference no:</b>	19/2/4/2/2/2349/195
<b>Advertising date:</b>	12 June 2026	<b>Closing date:</b>	03 July 2026
<b>Closing time:</b>	11h00	<b>Validity period:</b>	84 Calendar days

## 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 GB** or **3 GB\*** or higher.

*\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or **Not applicable Not applicable PE\*** or higher.

*\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

## 2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

**Note 1:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria <sup>1</sup> :	Weighting factor:
<p>1. Management 1</p> <p>Experience on comparable projects during the past 10 years</p> <p>The bidder must demonstrate adequate experience to have successfully completed projects with a minimum contract value of 500 000.00 for each project. Relevant information will be sampled from the completed and signed DPW 09 EC (attached in bid document). Bidders must attach copies of the signed recommendation letters that indicate the minimum contract value. The recommendation letter must either have the company stamp of the signatory or be on a letter head of the client or on a letter head of a relevant party such as principal agent or project managers.</p> <p>1.1 05 projects and above =5 points            1.2 04 projects =4 points            1.3 03 projects =3 points            1.4 02 projects =2 points            1.5 01 project =1 point            1.6 No information provided = 0</p>	20

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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".

<p><b>2. Management 2</b></p> <p>Allocation of suitable qualified human resources either in respect of principals or either staff (professional technical staff). Bidder must submit copies of valid professional registration with relevant council (ECSA or SACPCMP or SACQSP or SACAP or SACQSP)</p> <p>2.1 1X Professional registered Quantity Surveyor or Professional registered Architect or Professional Architectural technologist or Professional registered construction project manager or professional registered construction manager or professional registered engineer (Civil Engineering) or Professional registered technologist (Civil Engineering) =5 Points</p> <p>2.2 No information provided = 0</p>	20
<p><b>3. Work Force 1:</b></p> <p>Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of copy of ID only will be 0 )</p> <p>Plumbing</p> <p>3.1 3 plumbers and above = 5 points 3.2 2 plumbers = 4 points 3.3 1 plumber = 3 points 3.4 No information provided = 0</p>	20
<p><b>. 4. Work Force 2:</b></p> <p>Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of copy of ID only will be 0 )</p> <p>Bricklayers</p> <p>4.1 3 bricklayers and above = 5 points 4.2 2 bricklayers = 4 points 4.3 1 bricklayer = 3 points 4.4. No information provided = 0 point</p>	20
<p><b>5. Work Force 3:</b></p> <p>Contractor to provide proof of work force to execute this project. Attach copies of ID together with a certificate of competency or short course certificate (please note that submitting of copy of ID only will be 0 )</p> <p>Painters</p> <p>5.1 3 Painters and above = 5 points 5.2 2 Painters = 4 points 5.3 1 Painters = 3 points 5.4 No information provided = 0</p>	10
<p><b>6. Financial Credibility:</b></p> <p>Contractor to provide bank rating from Banking Institute to justify credit risk not older than 21 days from the date of the closing.</p> <p>6.1 Bank Rating of "A" =05 points 6.2 Bank Rating of "B" =04 points 6.3 Bank Rating of "C" =03 points 6.4 Bank rating of "D" and lower =0</p>	10

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 "Tendere".

<b>Total</b>	<b>100 Points</b>

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>50</b>
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

**insert motivation (if the provided space is not enough attach a memorandum)**

**3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:**

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**3.1. Indicate which preference points scoring system is applicable for this bid:**

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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**4. RESPONSIVENESS CRITERIA**

**4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:**

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.

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".

10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

**4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.**

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<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.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input checked="" type="checkbox"/>	Bidders are required to ensure compliance with section 23(3)(b) of the Companies Act, 2008, as it relates to the registered address of the bidding company entity. In terms of section 23(3)(b) of the Companies Act 2008 If an entity has more than one office in South Africa , it must register the address of its "principal office" with the CIPC which address shall, for all tender and contractual purpose, be the regarded as the lawful and registered address of the bidding entity
14	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

**4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.**

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

**5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:**

**5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p>

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".

Page 6 of

12

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			National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p>

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".

	OR			<ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
		5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

## 6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

**Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:**

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

## 7.1 Technical risks:

### Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

### Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

### Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or

administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

**Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

**7.2 Commercial risks:**

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

**8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME**

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>

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".

(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	<b>Not applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

## 9. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address no 21-23 Market Square Kimberley 8300. A non-refundable bid deposit of R 200 is payable (cash only) on collection of the bid documents.

## 10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **not be** held in respect of this tender. Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting, are:

<b>Venue:</b>	N/a		
<b>Virtual meeting link:</b>	n/a		
<b>Date:</b>		<b>Starting time:</b>	

## 11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Thandie Gaxela	<b>Telephone no:</b>	053 868 5365
<b>Cellular phone no</b>	082 907 7376	<b>Fax no:</b>	
<b>E-mail</b>	Thandie.gaxela@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Gail Aysen	<b>Telephone no:</b>	053 838 5221
<b>Cellular phone no</b>	082 733 2103	<b>Fax no:</b>	
<b>E-mail</b>	Gail.Aysen@dpw.gov.za		

**12. 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 completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8301</p> <p><b>Attention:</b> <b>Procurement section: Room Security</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>no 21-23 Market Square Old Magistrate building Kimberley insert room no</p>
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## C1.1 FORM OF OFFER AND ACCEPTANCE

\*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

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

<b>Project title:</b>	<b>JAN KEMP DORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES,</b>		
<b>Tender no:</b>	KIM02/2026	<b>Reference no:</b>	19/2/4/2/2/2349/195

### OFFER

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

**JAN KEMP DORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

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 TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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: ..... CSD supplier number:.....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number:.....
--	-----------	--

**AND WHO IS (if applicable):**

Trading under the name and style of: .....

\*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

Tender no: KIM02/2026

**AND WHO IS:**

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p>	<p><b>Note:</b></p> <p><b>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.</b></p>
--	--

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**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) Yes  No
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or 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):

.....

\*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"

of Offer and Acceptance

**Tender no:** KIM02/2026

**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.

**The terms of the contract are contained in:**

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**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"  
For Internal & External Use

**Tender no:** KIM02/2026

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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

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

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
For Internal & External Use

## **T2.2 RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

\*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

Page 1 of 1

Effective date 20 September 2021

Version: 2.0

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	<b>JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES,</b>		
<b>Tender / quotation no:</b>	KIM02/2026	<b>Closing date:</b>	03 July 2026
<b>Advertising date:</b>	12/06/2026	<b>Validity period:</b>	84 Calendar days

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

tenderer's projects

Tender no: **KIM02/2026**

**1.2. Completed projects**

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

## 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:**

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. 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 in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign 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: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- 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 in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

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 fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**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 tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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

<b>Project title:</b>	<b>JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES,</b>		
<b>Tender no:</b>	<b>KIM02/2026</b>	<b>Reference no:</b>	<b>19/2/4/2/2/2349/195</b>

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure 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)*

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b>JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES</b>		
<b>Tender / Quotation no:</b>	KIM02/2026	<b>Reference no:</b>	19/2/4/2/2/2349/195
<b>Closing date:</b>	03 July 2026		

This is to certify that I, \_\_\_\_\_ representing  
 \_\_\_\_\_ in the capacity of  
 \_\_\_\_\_ visited the site on: **Not**

**Applicable**

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

Name of Tenderer	Signature	Date

Thandie Gaxela		
Name of DPW Representative	Signature	Date

## PA-11: 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 interest (1) 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

(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.

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

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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>2</sup> 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.

3.7 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

**This form has been aligned with SBD4**

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".



## PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

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

### 1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

### 1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
<b>Total points for Price and Specific Goals</b>	<b>100</b>	<b>100</b>

1.5 Breakdown Allocation of Specific Goals Points

**1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

	people with disability (Mandatory)		and <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> Or

			<ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDASA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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**1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.**



**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>

3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 1,2 and 3 above 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 4: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million)	4	10	<del> </del>	<del> </del>

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
which is at least 51% owned by black people	X	X	X	X
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2	X	X
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4	X	X
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2	X	X
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2	X	X

**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:** .....

.....

.....

.....

.....

## PA- 40: DECLARATION OF DESIGNATED GROUPS

**Tender no: KIM02/2026**

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

**1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# # Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

# PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: KIM02/2026

## 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

## T1.2 TENDER DATA

\*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

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES</b>
<b>Reference no:</b>	19/2/4/2/2/2349/195

<b>Tender / Quotation no:</b>	KIM02/2026	<b>Closing date:</b>	03 July 2026
<b>Closing time:</b>	11h00	<b>Validity period:</b>	12 Weeks (84 Calendar days)

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</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 "C" in the above mentioned Standard Conditions of Tender.</p>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<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> <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) C1.2 – Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

Tender no: KIM02/2026

C.1.4	The Employer's agent is:	
	Name:	<b>Thandie Gaxela</b>
	Capacity:	<b>Departmental Project Manager</b>
	Address:	<b>Old Magistrate Building 21-23 Market Square Kimberley</b>
	Tel:	<b>0538385365/ 0829077376</b>
	Fax:	<b>Insert fax of agent</b>
	E-mail:	<b>Thandie.gaxela@dpw.gov.za</b>
C.2.1 C.3.11	<p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></p> <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 (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>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 <b>3 GB</b> or <b>3 GB**</b> class of construction work; and</p> <p>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: <b>Not applicable</b></p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>3 GB</b> or <b>3 GB**</b> class of construction work; and</li> <li>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 <b>3 GB</b> or <b>3 GB**</b> class of construction work</li> </ol> <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p>	
<p>A contract will 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: <b>Not applicable</b></p>		

Tender no: KIM02/2026

**C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

**Note:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

<b>Functionality Criteria</b>	<b>Weighting Factor</b>
<p>1. Management 1</p> <p>Experience on comparable projects during the past 10 years</p> <p>The bidder must demonstrate adequate experience to have successfully completed projects with a minimum contract value of 500 000.00 for each project. Relevant information will be sampled from the completed and signed DPW 09 EC (attached in bid document) . Bidders must attach copies of the signed recommendation letters that indicate the minimum contract value. The recommendation letter must either have the company stamp of the signatory or be on a letter head of the client or on a letter head of a relevant party such as principal agent or project managers.</p> <p>1.1 05 projects and above =5 points            1.2 04 projects =4 points            1.3 03 projects =3 points            1.4 02 projects =2 points            1.5 01 project =1 point            1.6 No information provided = 0</p>	20
<p>2. Management 2</p> <p>Allocation of suitable qualified human resources either in respect of principals or either staff (professional technical staff). Bidder must submit copies of valid professional registration with relevant council (ECSA or SACPCMP or SACQSP or SACAP or SACQSP)</p> <p>2.1 1X Professional registered Quantity Surveyor or Professional registered Architect or Professional Architectural technologist or Professional registered construction project manager or professional registered construction manager or professional registered engineer (Civil Engineering) or Professional registered technologist (Civil Engineering) =5 Points            2.2 No information provided = 0</p>	20
<p>3. Work Force 1:</p> <p>Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of copy of ID only will be 0 )</p> <p>Plumbing</p> <p>3.1 3 plumbers and above = 5 points            3.2 2 plumbers = 4 points            3.3 1 plumber = 3 points            3.4 No information provided = 0</p>	20

	<p><b>4. Work Force 2:</b></p> <p>Contractor to provide proof of work force to execute this project. Attach copies of ID and trade test certificates (please note that submitting of copy of ID only will be 0 )</p> <p>Bricklayers</p> <p>4.1 3 bricklayers and above = 5 points 4.2 2 bricklayers = 4 points 4.3 1 bricklayer = 3 points 4.4. No information provided = 0 point</p>	<p>20</p>
	<p><b>5. Work Force 3:</b></p> <p>Contractor to provide proof of work force to execute this project. Attach copies of ID together with a certificate of competency or short course certificate (please note that submitting of copy of ID only will be 0 )</p> <p>Painters</p> <p>5.1 3 Painters and above = 5 points 5.2 2 Painters = 4 points 5.3 1 Painters = 3 points 5.4 No information provided = 0</p>	<p>10</p>
	<p><b>6. Financial Credibility:</b></p> <p>Contractor to provide bank rating from Banking Institute to justify credit risk not older than 21 days from the date of the closing.</p> <p>6.1 Bank Rating of "A" =05 points 6.2 Bank Rating of "B" =04 points 6.3 Bank Rating of "C" =03 points 6.4 Bank rating of "D" and lower =0</p>	<p>10</p>

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

<p><b>Minimum functionality score to qualify for further evaluation:</b></p>	<p><b>50</b></p>
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<p><input type="checkbox"/></p>	<p><b>D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS</b></p> <p><b>D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</b></p> <p><b>Table 1</b></p> <table border="1"> <thead> <tr> <th data-bbox="311 1798 411 1890">Serial No</th> <th data-bbox="411 1798 810 1890">Specific Goals</th> <th data-bbox="810 1798 1038 1890">Preference Points Allocated out of 20</th> <th data-bbox="1038 1798 1498 1890">Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td data-bbox="311 1890 411 2018">1.</td> <td data-bbox="411 1890 810 2018">An EME or QSE which is at least 51% owned by black people (Mandatory)</td> <td data-bbox="810 1890 1038 2018">10</td> <td data-bbox="1038 1890 1498 2018"> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td> </tr> </tbody> </table>	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim						
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>						

2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 2**

Seri al No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted b bidders to validate their claim
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1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points	Documentation to be submitted bidders to validate their claim
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		Allocated out of 10	
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
<b>OR</b>			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b)

became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

Tender no: KIM02/2026

## **E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

### **Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:**

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

### **E.1 Technical risks:**

#### **Criterion 1: Experience on comparable projects during the past 10 years.**

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

#### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

Tender no: KIM02/2026

	<ol style="list-style-type: none"> <li>3. Project performance: time management &amp; programming of works, timeous ordering of materials and appointment of subcontractors;</li> <li>4. Financial management: payment to suppliers and cash flow problems;</li> <li>5. Quality of workmanship: extent of reworks and timeous attention to remedial works;</li> <li>6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;</li> <li>7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;</li> <li>8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;</li> <li>9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.</li> <li>10. Health &amp; Safety: adherence to regulations and compliance, and number of transgressions &amp; serious incidents.</li> <li>11. Plant &amp; equipment: sufficient resources on site and in time.</li> <li>12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.</li> <li>13. Final account: extent to which the contractor assisted in finalising the final account.</li> </ol> <p><b>Criterion 3: Suitably qualified and appropriately experienced human resources</b></p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p><b>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</b></p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p><b>E.2 Commercial risks:</b></p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
<p><b>C.2.7</b></p>	<p>For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1</p>

**Tender no: KIM02/2026**

<p><b>C.2.12</b></p>	<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: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
<p><b>C.2.13.2</b></p>	<p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p>
<p><b>C.2.13.5</b></p>	<p>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.</p>
<p><b>C.2.13.6</b> <b>C.3.5</b></p>	<p>A two-envelope procedure will not be followed.</p>
<p><b>C.2.15</b></p>	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
<p><b>C.2.16</b></p>	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
<p><b>C2.16.3</b></p>	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
<p><b>C.2.18</b></p>	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
<p><b>C.2.19</b></p>	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
<p><b>C.3.4.1</b> <b>C.3.4.2</b></p>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>Old Magistrate Building</b> <b>21-23 Market Square</b> <b>Kimberley</b></p>
<p><b>C.3.8</b></p>	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

**Tender no: KIM02/2026**

<b>C.3.9.3</b>	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
<b>C.3.9.4</b>	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
<b>C.3.9.4</b>	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	Add the following to sub paragraph a), as follows:  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;
<b>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.

## C1.3 FORM OF GUARANTEE

\*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

## DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES,
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<b>Tender / Quotation no:</b>	KIM02/2026"	<b>WCS no:</b>		<b>Reference no:</b>	19/2/4/2/2/2349/195
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	<p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</b></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>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank.</b> 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 <b>schedule</b>. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1]

<b>Works description</b>	Refer to document <b>PG01.2 (EC) – Scope of Works</b> for detailed description
Alterations to existing building ablution facilities, construction of covered walkways and building of access ramps to facilitate movement by persons with disabilities.	

Tender / Quotation no: KIM02/2026"

## A 2.0 Site [1.1]

Erf / stand number	Jan Kempdorp South African Defence Force Ammunition Depot
Site address	Jan Kempdorp South African Defence Force Ammunition Depot
Township / Suburb	Jan Kempdorp
City / Town	Jan Kempdorp
Province	Northern Cape
Local authority	Phokwane Local Municipality
GPS Coordinates	27°56'20.21"S 24°47'29.15"E

## A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Thandie.gaxela@dpw.gov.za	Telephone	0538385365
Postal address	Old Magistrate Building 21-23 Market Square Kimberley 8301		
Physical address	Old Magistrate Building 21-23 Market Square Kimberley 8301		

### A 3.2 Employer's representative:

Name	Thandie Gaxela	Telephone number	0538385365
E-mail	Thandie.gaxela@dpw.gov.za	Mobile number	0829077376
Postal address	Old Magistrate Building 21-23 Market Square Kimberley 8301		
Physical address	Old Magistrate Building 21-23 Market Square Kimberley 8301		

**Tender / Quotation no: KIM02/2026"**

<b>A 4.0</b>	<b>Principal Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 5.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 6.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Structural Engineering
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Name	Tlou Tadima Projects (Pty) Ltd		
Legal entity of above		Contact person	TR Maila
Practice number		Telephone number	076 100 7642
Country	South Africa	Mobile number	076 100 7642
E-mail	tadimam@tlout.co.za		
Postal address	PO Box 5558 The Reeds 0158		
Physical address	1109 Justice Mahomed Street Brooklyn Pretoria 0181		

**Tender / Quotation no: KIM02/2026"**

<b>A 7.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 8.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 9.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

**Tender / Quotation no: KIM02/2026"**

<b>A 10.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 11.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 12.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: KIM02/2026"

**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1]**

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 <sup>th</sup> edition
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**B 2.0 Law, regulations and notices [2.0]**

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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**B 3.0 Offer and acceptance [3.0]**

Currency applicable to this agreement [3.2]	South African Rand
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**B 4.0 Documents [5.0]**

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	i to 33
Drawings as per drawing register issued with the tender	As issued
Specifications issued with the tender	As issued
Schedules issued with the tender	As issued
Bills of Quantities issued with the tender	As issued
Addenda as issued during tender stage, if applicable	As issued

**B 5.0 Employer's agents [6.0]**

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD] ]	<b>Principal Agent</b>
<b>Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]</b>	

Tender / Quotation no: KIM02/2026"

**B 6.0 Insurances [10.0]**

<b>Insurances by contractor</b>			
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). <b>Insured amounts to include VAT.</b>			
	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R PQS to determine value	Select
	<b>Other insurances [10.1.5]</b>		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R PQS to determine value	Select
	Other insurances: If applicable, description 1:	R PQS to determine value	Select
	Other insurances; If applicable, description 2:	R PQS to determine value	Select

Tender / Quotation no: KIM02/2026"

**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: SANDF	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: To be discussed with end user.	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description: To be discussed with end user.	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description: To be discussed with end user.	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

**B 8.0 Appointment of Nominated Subcontractors [14.0]**

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Appointment of Selected Subcontractors [15.0]**

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

Tender / Quotation no: KIM02/2026"

**B 10.0 Appointment of Direct Contractors [16.0]**

Not Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

**B 11.0 Works to be completed in sections [20.1]**

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

**B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]**

**B12.1 Contract Period**

<b>Contract period [B18: 1.2]:</b> Period in months as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
<b>The contract period is determined as follows (Period/s indicated in months):</b>	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	0.5

**Tender / Quotation no: KIM02/2026"**

Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	8
Period to achieve Works Completion Refer B18.0 [19.8]	1
Defect liability period up to and including Final Completion	3
<b>Total Contract Period [B18: 1.2]</b>	12
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 100.00

**B12.2 Construction Period for completion of the Works as a whole**

<b>Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0]</b> The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	As per B12.1
Period for inspection in working days by the principal agent [19.3]	To be determined
<b>Penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]</b>	R 1007.20
<b>Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]:</b> Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 302.00
<b>Penalty amount per calendar day for late Final Completion [21]:</b> Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R R 151.00

**B12.3 Construction Period for completion of the Works in portions**

<b>Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]</b>	Not Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

Tender / Quotation no: KIM02/2026"

The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works as a whole is applicable
Penalty for late Practical Completion, <b>if completion in sections is required</b> , excluding VAT	
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 3</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 5</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 6</b> of the Works is:	R
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>Select</b> , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>Select</b> , excluding VAT	

**B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]**

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	
13.7	
13.8	
13.9	

<b>13.10</b>	
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Tender / Quotation no: KIM02/2026"

**B 14.0 Defects liability period [21.0]**

Extended defects liability period: Refer B18.0 [21.13]

Applicable	If applicable, description of applicable elements
<b>14.1</b>	Building works
<b>14.2</b>	
<b>14.3</b>	
<b>14.4</b>	
<b>14.5</b>	
<b>14.6</b>	
<b>14.7</b>	
<b>14.8</b>	
<b>14.9</b>	
<b>14.10</b>	

**B 15.0 Payment [25.0]**

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	To be determined
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

**B 16.0 Dispute resolution [30.0]**

<b>Mediation</b>	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
<b>Litigation</b>	Court with Jurisdiction

Tender / Quotation no: KIM02/2026"

**B 17.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Select
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Select
Previous work - defects - details of previous contract(s) [P3.2]		Select
Inspection of adjoining properties - details [P3.3]		Not Applicable
Handover of site in stages - specific requirements [P4.1]		Applicable
Enclosure of the works - specific requirements [P4.2]		Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Not Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Select
Water [P8.1]	By contractor	Applicable
	By employer	Select
	By employer – metered	Select
Electricity [P8.2]	By contractor	Applicable
	By employer	Select
	By employer – metered	Select
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Select
Communication facilities - specific requirements [P8.4]		Applicable
Protection of the works - specific requirements [P11.1]		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable
Disturbance - specific requirements [P11.5]		Applicable
Environmental disturbance - specific requirements [P11.6]		Applicable

Tender / Quotation no: KIM02/2026"

## B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of JBCC standard documentation]

### 1.2 Definitions

**The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.**

**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.

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

**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion.

**COST FLUCTUATION** shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

**DEFAULT INTEREST:** No clause.

**GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

**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) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

**LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. 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 the employer's representative as named in the **contract data for organs of state and other public sector bodies**.

Tender / Quotation no: KIM02/2026"

<b>CONTRACT SPECIFIC DATA</b>	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:	
3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: 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.
9.2.7	Add the following to the end of the first sentence: "... due to no fault of the contractor".

**Tender / Quotation no: KIM02/2026"**

9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site 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.
10.1.5.1.2	Add the following as clause 10.1.5.1.2: 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.
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

Tender / Quotation no: KIM02/2026"

10.1.5.1.4	Add the following as clause 10.1.5.1.4: 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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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.
10.2	Replace clause with the following: Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.
10.6	No clause.
10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.
11.1	Add the following to clause 11.1. 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).  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 C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract 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 fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.  The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.
11.5	No clause.
11.6	No clause.

Tender / Quotation no: KIM02/2026"

11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor 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.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working 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).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working 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).
11.11.5	Add the following as clause 11.11.5 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.
11.11.6	Add the following as clause 11.11.6 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.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 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 fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

**Tender / Quotation no: KIM02/2026"**

11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is 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:
11.13.1	Add the following as clause 11.13.1 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).
11.13.2	Add the following as clause 11.13.2 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.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, 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 from both.
11.14.1	Add the following as clause 11.14.1 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:
11.14.2	Add the following as clause 11.14.2 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 fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

Tender / Quotation no: KIM02/2026"

11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor 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.
11.16	Add the following as clause 11.16 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.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 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).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the <b>priced document</b> contains errors or discrepancies and/or prices considered by the employer or <b>principal agent</b> to be imbalanced or unreasonable the employer or <b>principal agent</b> and the <b>contractor</b> shall adjust such prices without any change to the <b>contract sum</b> .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

**Tender / Quotation no: KIM02/2026"**

12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8  <b>WORKS COMPLETION</b> (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.  (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:  (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

Tender / Quotation no: KIM02/2026"

<p>19.8 Continued</p>	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8 (2) (b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13.</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p>
<p>20.2.1.A</p>	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
<p>21.1</p>	<p>Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion).</p>
<p>21.6</p>	<p>Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</p>
<p>21.6.1.</p>	<p>Omit clause.</p>

Tender / Quotation no: KIM02/2026"

21.6.2	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the <b>contractor</b> fails to bring the <b>works</b> , or a <b>section</b> thereof, to <b>practical-, works-, or final- completion</b> by the applicable completion date [B10 CD], or the revised applicable completion date, the <b>contractor</b> shall be liable to the <b>employer</b> for the <b>penalty</b> [B10 CD].
24.2	Replace clause 24.2 with the following: Where the <b>employer</b> elects to levy such <b>penalty</b> the <b>employer</b> , or the <b>principal agent</b> on instruction from the <b>employer</b> , shall give <b>notice</b> thereof to the <b>contractor</b> . The <b>principal agent</b> shall determine the <b>penalty</b> due from the later of the date for <b>practical- works-, or final- completion</b> [B10 CD], or the revised date for <b>practical- works-, or final- completion</b> , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of <b>practical-, works- or final- completion</b> of the <b>works</b> , or a <b>section</b> thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

Tender / Quotation no: KIM02/2026"

25.3	<p>Add the following to clause 25.3:</p> <p>25.3.12 Monthly Local content report.</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</p> <p>25.3.14 Tax Invoice.</p> <p>25.3.15 Labour intensive report.</p> <p>25.3.16 Contract participation goal and cidb BUILD programme reports.</p>
25.5	No Clause.
25.6	<p>Replace clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>
25.7.5	No Clause.
25.10	<p>Replace clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</p>
25.12	<p>Replace clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments :</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a <b>security</b> is selected in terms of C 1.0 Securities [11.0] the value of the <b>works</b> in terms of 25.1 and of the <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>works completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>

Tender / Quotation no: KIM02/2026"

<p>25.12 Continued</p>	<p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the <b>works</b> in terms of 25.1 and <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except were the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>
<p>26.1</p>	<p>Refer to clause 6.7 [CD].</p>
<p>26.4.3</p>	<p>Omit clause.</p>
<p>26.7</p>	<p>Refer to clause 6.7 [CD].</p>
<p>26.10</p>	<p>Replace 26.10 with the following: The <b>principal agent</b> shall prepare the final account in consultation with the employer and issue the <b>final account</b>, to the <b>contractor</b> within sixty (60) <b>working days</b> of the date of <b>practical completion</b>.</p>
<p>26.12</p>	<p>Refer to clause 6.7 [CD].</p>
<p>27.1. 2</p>	<p>Replace 27.1.2 with the following: Interest due to late payment only.</p>
<p>27.1.4</p>	<p>Replace 27.1.4 with the following: Interest due to late payment only.</p>
<p>27.1.5</p>	<p>No clause.</p>
<p>27.5</p>	<p>Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.</p>

Tender / Quotation no: KIM02/2026"

27.6	Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The <b>contractor's</b> estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
29.1.5	Add the following as clause 29.1.5: The <b>contractor</b> has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The <b>employer</b> has the right of recovery against the <b>contractor</b> , where applicable, [CD] from:  The guarantee for construction (variable) until the final payment has been made; <b>or</b> The guarantee for construction (fixed) until the date of practical completion; <b>or</b> The payment reduction until the final payment is made; <b>or</b> The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.

Tender / Quotation no: KIM02/2026"

29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

Tender / Quotation no: KIM02/2026"

## B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

Tender / Quotation no: KIM02/2026"

## PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

### C TENDERER'S SELECTIONS

#### C 1.0 Securities [11.0]

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).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	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)
Option E	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)]

**NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Not applicable

Tender / Quotation no: KIM02/2026"

## C 2.0 Payment of preliminaries [25.0]

### Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

## C 3.0 Adjustment of preliminaries [26.9.4]

### Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

Tender / Quotation no: KIM02/2026"

### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4].</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred.</p>

### Failure to provide particulars within the period stated

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	<p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

## DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

Thandie Gaxela  
Private Bag 5002  
Kimberley  
8301

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

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 and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: KIM 05/2024, for the JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES (hereinafter referred to as the "**contract**") in the amount of R \_\_\_\_\_,  
\_\_\_\_\_,  
**(insert amount in words)**, (hereinafter referred to as the **contract sum**),  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_,  
\_\_\_\_\_,  
**(insert amount in words)** being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. 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, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

**Tender no: (Insert Tender Number)**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. 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 guarantee 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**.
8. This guarantee 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**  
\_\_\_\_\_ **20**\_\_

**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:** \_\_\_\_\_



## C2.2 BILLS OF QUANTITIES

\*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"

Page 1 of 1

For Internal & External Use

Effective date 20 September 2021

Version: 2.0



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**PRELIMINARIES  
FOR INCLUSION IN  
BILLS OF QUANTITIES AND  
LUMP SUM DOCUMENTS  
BASED ON THE  
JBCC EDITION 6.2 - MAY 2018  
DOCUMENTATION**

**20 JULY 2022**

## **GENERAL NOTES TO SCHEDULE OF QUANTITIES**

This bill of quantities schedule is to be read in conjunction with all construction drawings produced.

### **TABLE OF CONTENTS**

#### **BILL No. 1**

##### **Preliminaries:**

##### **Section 1A**

Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement (Edition 6.2 - May 2018), as well as those clauses that have been changed in Clause B18.0 of the Contract Data for Organs of State and other Public Sector Bodies

##### **Section 1B**

Section B lists the clauses of and refers directly to the JBCC General Preliminaries (May 2018)

##### **Section 1C**

Section C contains specific preliminary items. All items must be scrutinised and any item which is not appropriate must be marked N/A (Not Applicable)

Any new items which may be necessary for a particular service must be inserted at the end of Section C

#### **BILL No. 2**

##### **Section 2- Fixed Charge Items**

##### **Section 3- Marion Building**

##### **Section 4- Novnonordisk Building**

##### **Section 5- Summary of Schedule of Quantities**

**SECTION 1: PRELIMINARIES**

**MEANING OF TERMS “TENDER / TENDERER”**

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

**BUILDING AGREEMENT AND PRELIMINARIES**

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities** / lump sum document, amended as hereinafter described

The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying “not applicable”

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

**TENDERER’S SELECTIONS**

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data for organs of state and other public sector bodies**

**STRUCTURE OF THIS PRELIMINARIES BILL**

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

**PRICING OF PRELIMINARIES**

Should the **contractor** select Option A in the **contract data for organs of state and other public sector bodies** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

**PRICING OF BILLS OF QUANTITIES**

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**.

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

**VALUE ADDED TAX**

Provision is made in the summary page of these **bills of quantities** / lump sum document for the inclusion of Value Added Tax (VAT)

**SECTION A: PRINCIPAL BUILDING AGREEMENT****INTERPRETATION**A1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

**The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be**

**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

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

**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion

**COST FLUCTUATION** shall mean contract price adjustment provision ( CPAP ) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

**DEFAULT INTEREST:** No Clause

**SECTION 1: PRELIMINARIES (SECTION 1A)**

**Carried to Collection**

**R\_\_\_\_\_**

**GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

**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) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

**LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

**PRINCIPAL AGENT:** The person or entity appointed by the employer and named in the **contract data for organs of state and other public sector bodies**. 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 the employer's representative as named in the **contract data for organs of state and other public sector bodies**

**TARGETED SUBCONTRACTORS:** Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

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

A2.0 **LAW, REGULATIONS AND NOTICES**

Clause 2.0  
F:..... V:..... T:.....  
Item

A3.0 **OFFER AND ACCEPTANCE**

**Replace Clause 3.3 with the following:**  
This **agreement** shall come into force on the date of **letter of acceptance** and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

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

A4.0 **CESSION AND ASSIGNMENT**

**SECTION 1: PRELIMINARIES (SECTION 1A)**

**Carried to Collection**

**R\_\_\_\_\_**

Item	Quantity	Rate	Amount
<p>Clause 4.0</p> <p>Ref Clause 6.7 [CD] - Clause 4.2</p> <p><b>Replace Clause 4.3 with the following:</b> Where a <b>contractor</b> cedes any right or any monies due to or to become due under this <b>agreement</b> as security in favour of a financial institution, the prior written consent of the <b>employer</b>, which consent shall not be unreasonably withheld, must be obtained</p> <p>F:..... V:..... T:..... Item</p>			
A5.0	<b>DOCUMENTS</b>		
<p>Clause 5.0</p> <p><b>Replace last sentence of Clause 5.2 with the following:</b> The original signed <b>agreement</b> shall be held by the <b>Employer</b></p> <p><b>Replace Clause 5.4 with the following:</b> The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference</p> <p><b>Replace Clause 5.5 with the following:</b> The parties may publish or disclose on any platform only the contract scope and contract amount</p> <p>F:..... V:..... T:..... Item</p>			
A6.0	<b>EMPLOYER'S AGENTS</b>		
<p>Clause 6.0</p> <p><b>Replace Clause 6.5 with the following:</b> Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent</p> <p><b>Add the following as Clause 6.7:</b> In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12</p> <p>F:..... V:..... T:..... Item</p>			
A7.0	<b>DESIGN RESPONSIBILITY</b>		
<p>Clause 7.0</p> <p><b>Replace first sentence of Clause 7.2 with the following:</b> Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or</p>			

SECTION 1: PRELIMINARIES (SECTION 1A)

Carried to Collection

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Item	Quantity	Rate	Amount
<p>compatibility design and or shop drawings and or the assembly thereof            F:..... V:..... T:.....            Item</p>			
<p><b>INSURANCES AND SECURITIES</b></p>			
<p>A8.0 <b>WORKS RISK</b></p>			
<p>Clause 8.0</p> <p><b>Replace Clause 8.4 with the following:</b>            The <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p>			
<p>F:..... V:..... T:.....            Item</p>			
<p>A9.0 <b>INDEMNITIES</b></p>			
<p>Clause 9.0</p> <p><b>Add the following to the end of the first sentence of Clause 9.2.7:</b>            "... due to no fault of the <b>contractor</b></p> <p>9.2.9 No Clause</p> <p>9.2.10 No Clause</p> <p><b>Add the following as clause 9.3:</b>            The employer's rights to claim damages for the contractor's omissions and actions will not be affected.</p>			
<p>F:..... V:..... T:.....            Item</p>			
<p>A10.0 <b>INSURANCES</b></p>			
<p>Clause 10.0</p> <p><b>Replace Clause 10.1 with the following:</b>            The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]</p> <p><b>Add the following as Clause 10.1.5.1:</b>  <b>Hi Risk Insurance</b>            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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply</p> <p><b>Add the following as Clause 10.1.5.1.1 Damage to the works</b>            The contractor shall, from the date of possession of the <b>site</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as</p>			

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

**10.1.5.1.2 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

**10.1.5.1.3 Replace Clause with the following:**

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days of the date of letter of acceptance**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy.

**10.1.5.1.4 Replace Clause with the following:**

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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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

**10.2 Replace Clause with the following:**

Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary

10.6 No Clause

**Add the following as Clause 10.11**

In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay

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Item

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Item	Quantity	Rate	Amount
A11.0			
<b>SECURITIES</b>			
<p><b>Add the following as to the relevant related Clauses as follows: Add the following to Clause 11.1:</b></p>			
<p>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).</p>			
<p>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 C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working 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 fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.</p>			
<p>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5</p>			
11.1.1 No Clause			
11.1.2 No Clause			
11.2.2 No Clause			
11.3 No Clause			
<p><b>Replace Clause 11.4.1 with the following:</b> Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p>			
11.5 No Clause			
11.6 No Clause			
11.7 No Clause			
11.8 No Clause			
11.9 No Clause			
11.10 No Clause			
<p><b>Add the following as Clause 11.11:</b> Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p>			
<p><b>Add the following as Clause 11.11.1:</b> The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p>			
<p><b>Add the following as Clause 11.11.2:</b> The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence</p>			

**SECTION 1: PRELIMINARIES (SECTION 1A)**

**Carried to Collection**

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over his obligations to refund the cash deposit security or portions thereof to the contractor.

**Add the following as Clause 11.11.3:**

Within fifteen (15) working 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

**Add the following as Clause 11.11.4:**

Within fifteen (15) working 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.

**Add the following as Clause 11.11.5:**

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.

**Add the following as Clause 11.11.6:**

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.

**Add the following as Clause 11.12:**

Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

**Add the following as Clause 11.12.1:**

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 fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.12.2:**

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

**Add the following as Clause 11.12.3:**

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

**Add the following as Clause 11.12.4:**

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.

**Add the following as Clause 11.13:**

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:

**Add the following as Clause 11.13.1:**

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).

**Add the following as Clause 11.13.2:**

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.

**SECTION 1: PRELIMINARIES (SECTION 1A)**

**Carried to Collection**

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**Add the following as Clause 11.13.3:**

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

**Add the following as Clause 11.13.4:**

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Add the following as Clause 11.13.5:**

Where the employer has a right of recovery against the contractor in terms of 27.0, 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 from both.

**Add the following as Clause 11.14.1:**

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:

**Add the following as Clause 11.14.2:**

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 fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.14.3:**

Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.

**Add the following as Clause 11.14.4:**

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

**Add the following as Clause 11.14.5:**

Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

**Add the following as Clause 11.15:**

Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.

**Add the following as Clause 11.15.1:**

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.

**Add the following as Clause 11.15.2:**

The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor 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.

**Add the following as Clause 11.16:**

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.

**Add the following as Clause 11.17:**

Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to

SECTION 1: PRELIMINARIES (SECTION 1A)

Carried to Collection

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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).

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Item

**EXECUTION**

**A12.0 OBLIGATIONS OF THE PARTIES**

Clause 12.0

12.1.1 No Clause

**Replace Clause 12.1.5 with the following:**

Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

**Replace Clause 12.2.2 with the following:**

The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

**Replace Clause 12.2.5 with the following :**

Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]

**Replace Clause 12.2.13 with the following:**

Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

**Add the following as Clause 12.2.22:**

Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

**Add the following as Clause 12.2.23:**

The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

**Offices**

The **contractor** shall provide, maintain and remove on completion of the **works** an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]



Item	Quantity	Rate	Amount
<p>Clause 16.0</p> <p>F:..... V:..... T:..... Item</p>			
A17.0	<b>CONTRACT INSTRUCTIONS</b>		
	<p>Clause 17.0</p> <p><b>Replace Clause 17.4 with the following:</b> The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21</p> <p><b>Add the following clause as Clause 17.6:</b> Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.</p>		
	<p>F:..... V:..... T:..... Item</p>		
A18.0	<b>COMPLETION</b>		
	<b>INTERIM COMPLETION</b>		
	<p>Clause 18.0</p> <p>F:..... V:..... T:..... N/A</p>		
A19.0	<b>PRACTICAL COMPLETION</b>		
	<p>Clause 19.0</p> <p><b>Replace Clause 19.5 with the following:</b> On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section</p> <p><b>Add the following as Clause 19.8:</b></p>		
	<b>WORKS COMPLETION</b>		
	<p>(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.</p>		
	<p>(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:</p>		
	<p>(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer</p>		
	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall</p>		

SECTION 1: PRELIMINARIES (SECTION 1A)

Carried to Collection

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repeat the procedure in terms of 19.8(2)

(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:

(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0

(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).

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

**A20.0 COMPLETION IN SECTIONS**

Clause 20.0

**Add the following as Clause 20.2.1.A**

A certificate of Works Completion [19.8]

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

**A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION**

Clause 21.0

**Replace Clause 21.1 with the following:**

The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)

**Replace Clause 21.6 with the following:**

On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

- (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or
- (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

**Add the following as Clause 21.13:**

The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

**Add the following as Clause 21.14:**

Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]

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

**A22.0 LATENT DEFECTS LIABILITY PERIOD**

Clause 22.0

22.3.2 No Clause

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

**A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION**

Clause 23.0

Ref Clause 6.7 [CD] – Clause 23.1

Ref Clause 6.7 [CD] – Clause 23.2

23.2.13 No Clause

**Replace Clause 23.3 with the following:**

Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]

Ref Clause 6.7 [CD] - Clause 23.7

Ref Clause 6.7 [CD] - Clause 23.8

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

A24.0

**PENALTY FOR LATE OR NON-COMPLETION**

Clause 24.0

**Replace Clause 24.1 with the following:**

Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

**Replace Clause 24.2 with the following:**

Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:

**Replace Clause 24.2.1 with the following:**

The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]

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

**PAYMENT**

A25.0

**PAYMENT**

Clause 25.0

**Replace Clause 25.2 with the following:**

The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

**Add the following to Clause 25.3:**

25.3.12 Monthly Local content report,

25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)

25.3.14 Tax Invoice

25.3.15 Labour intensive report

25.3.16 Contract participation goal reports

25.5 No Clause

**Replace Clause 25.6 with the following:**

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

**Replace Clause 25.10 with the following:**

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

**Replace Clauses 25.12 to 25.12.3 with the following:**

The value certified shall be subject to the following percentage adjustments :

**(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)**

25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.3 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

25.12.4 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 26

25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 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.

**(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])**

25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

25.12.8 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

25.12.9 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 26

25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

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Item

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Item	Quantity	Rate	Amount
A26.0			
<b>ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</b>			
Clause 26.0			
Ref Clause 6.7 [CD] – Clause 26.1			
Omit Clause 26.4.3			
Ref Clause 6.7 [CD] – Clause 26.7			
<b>Replace Clause 26.10 with the following:</b>			
The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion			
Ref Clause 6.7 [CD] – Clause 26.12			
F:..... V:..... T:..... Item			
A27.0			
<b>RECOVERY OF EXPENSE AND/OR LOSS</b>			
Clause 27.0			
<b>Replace Clause 27.1.2 with the following:</b>			
Interest due to late payment only			
<b>Replace Clause 27.1.4 with the following:</b>			
Interest due to late payment only			
27.1.5 No Clause			
<b>Replace Clause 27.5 with the following:</b>			
Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security			
<b>Add the following as Clause 27.6:</b>			
Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security			
F:..... V:..... T:..... Item			
<b>SUSPENSION AND TERMINATION</b>			
A28.0			
<b>SUSPENSION BY THE CONTRACTOR</b>			
Clause 28.0			
28 No Clause			
28.1 No Clause			
28.1.1 No Clause			

SECTION 1: PRELIMINARIES (SECTION 1A)

Carried to Collection

R \_\_\_\_\_

Item	Quantity	Rate	Amount
28.1.2 No Clause 28.1.3 No Clause 28.1.4 No Clause 28.1.5 No Clause 28.2 No Clause 28.3 No Clause 28.4 No Clause			
F:..... V:..... T:..... Item			
A29.0			
<b>TERMINATION</b>			
Clause 29.0			
<b>Add the following as Clause 29.1.4:</b> The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa			
<b>Add the following as Clause 29.1.5:</b> The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract			
<b>Add the following as Clause 29.1.6:</b> Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.			
<b>Replace Clause 29.7 with the following:</b> The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]			
<b>Replace Clause 29.9 with the following:</b> The employer has the right of recovery against the contractor, where applicable, [CD] from:			
The guarantee for construction (variable) until the final payment has been made;			
or			
The guarantee for construction (fixed) until the date of practical completion;			
or			
The payment reduction until the final payment is made;			
or			
The cash deposit made as security until the final payment is made			
29.14.1 No Clause			
29.14.3 No Clause			
29.14.4 No Clause			

SECTION 1: PRELIMINARIES (SECTION 1A)

Carried to Collection

R \_\_\_\_\_

Item	Quantity	Rate	Amount
29.14.5 No Clause			
29.14.6 No Clause			
29.14.7 No Clause			
29.15 No Clause			
29.16 No Clause			
29.17.3 No Clause			
29.17.6 No Clause			
29.21.5 No Clause			
29.22 No Clause			
29.23 No Clause			
29.25.3 No Clause			
29.25.4 No Clause			
29.27 No Clause			
F:..... V:..... T:.....			
Item			
<b>DISPUTE RESOLUTION</b>			
A30.0 <b>DISPUTE RESOLUTION</b>			
Clause 30.0			
<p><b>Replace Clause 30.2 with the following:</b>  Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation</p>			
<b>30.3 to 30.7.7 No Clauses</b>			
<p><b>Replace Clause 30.8 with the following:</b>  The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p>			
<b>30.8.1 No Clause</b>			
<p><b>Replace Clause 30.8.2 with the following:</b>  The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties</p>			
<p><b>Replace Clause 30.8.3 with the following:</b>  Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses</p>			
<p><b>Replace Clause 30.9 with the following:</b>  Institution of Litigation shall be commenced and process served within three</p>			

**Item**

**Quantity**

**Rate**

**Amount**

(3) year from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

F:.....  
Item

V:.....

T:.....

**SECTION 1: PRELIMINARIES (SECTION 1A)**

**Carried to Collection**

**R\_\_\_\_\_**

Item		Quantity	Rate	Amount
	<b>SECTION B: GENERAL PRELIMINARIES</b>			
B1.0	<b>DEFINITIONS AND INTERPRETATION</b>			
B1.1	<b>Definitions</b>			
	F:..... Item	V:.....	T:.....	
B1.2	<b>Interpretation</b>			
	F:..... Item	V:.....	T:.....	
B2.0	<b>DOCUMENTS</b>			
B2.1	<b>Checking of documents</b>			
	F:..... Item	V:.....	T:.....	
B2.2	<b>Provisional bills of quantities</b>			
	F:..... Item	V:.....	T:.....	
B2.3	<b>Availability of construction information</b>			
	F:..... Item	V:.....	T:.....	
B2.4	<b>Ordering of materials and goods</b>			
	F:..... Item	V:.....	T:.....	
B3.0	<b>PREVIOUS WORK AND ADJOINING PROPERTIES</b>			
B3.1	<b>Previous work - dimensional accuracy</b>			
	F:..... Item	V:.....	T:.....	
B3.2	<b>Previous work - defects</b>			
	F:..... Item	V:.....	T:.....	
B3.3	<b>Inspection of adjoining properties</b>			
	F:..... Item	V:.....	T:.....	
B4.0	<b>THE SITE</b>			
B4.1	<b>Handover of site in stages</b>			
	F:..... Item	V:.....	T:.....	
B4.2	<b>Enclosure of the works</b>			
	F:..... Item	V:.....	T:.....	
<b>SECTION 1: PRELIMINARIES (SECTION 1B)</b>		<b>Carried to Collection</b>		<b>R_____</b>

Item			Quantity	Rate	Amount
	Item				
B4.3	<b>Geotechnical and other investigations</b>				
	F:..... Item	V:.....		T:.....	
B4.4	<b>Encroachments</b>				
	F:..... Item	V:.....		T:.....	
B4.5	<b>Existing premises occupied</b>				
	F:..... Item	V:.....		T:.....	
B4.6	<b>Services - known</b>				
	F:..... Item	V:.....		T:.....	
B5.0	<b>MANAGEMENT OF CONTRACT</b>				
B5.1	<b>Management of the works</b>				
	F:..... Item	V:.....		T:.....	
B5.2	<b>Progress meetings</b>				
	F:..... Item	V:.....		T:.....	
B5.3	<b>Technical meetings</b>				
	F:..... Item	V:.....		T:.....	
B6.0	<b>SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</b>				
B6.1	<b>Samples of materials</b>				
	F:..... Item	V:.....		T:.....	
B6.2	<b>Workmanship samples</b>				
	F:..... Item	V:.....		T:.....	
B6.3	<b>Shop drawings</b>				
	F:..... Item	V:.....		T:.....	
B6.4	<b>Compliance with manufacturer's instructions</b>				
	F:..... Item	V:.....		T:.....	
B7.0	<b>DEPOSITS AND FEES</b>				
<b>SECTION 1: PRELIMINARIES (SECTION 1B)</b>			<b>Carried to Collection</b>		<b>R</b> _____

Item	Quantity	Rate	Amount
B7.1			
<b>Deposits and fees</b>			
F:..... Item	V:.....	T:.....	
B8.0			
<b>TEMPORARY SERVICES</b>			
B8.1			
<b>Water</b>			
F:..... Item	V:.....	T:.....	
B8.2			
<b>Electricity</b>			
F:..... Item	V:.....	T:.....	
B8.3			
<b>Ablution and welfare facilities</b>			
F:..... Item	V:.....	T:.....	
B8.4			
<b>Communication facilities</b>			
F:..... Item	V:.....	T:.....	
B9.0			
<b>PRIME COST AMOUNTS</b>			
B9.1			
<b>Responsibility for prime cost amounts</b>			
F:..... Item	V:.....	T:.....	
B10.0			
<b>ATTENDANCE ON SUBCONTRACTORS</b>			
B10.1			
<b>General attendance</b>			
<p>The <b>contractor</b> shall at his own expense provide the following general attendance on the <b>subcontractors</b>:</p> <p>Access to the <b>site</b> and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the <b>contractor</b></p> <p>The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation</p> <p>The provision of an area for the <b>subcontractor</b> to establish temporary office accommodation and workshops and for the storage of plant and materials</p> <p>The use of erected scaffolding belonging to the <b>contractor</b>, in common with others having the like right, while it remains erected on the <b>site</b></p> <p>The use, at reasonable times by arrangement of the <b>contractor's</b> erected hoisting equipment</p>			

SECTION 1: PRELIMINARIES (SECTION 1B)

Carried to Collection

R \_\_\_\_\_

Item			Quantity	Rate	Amount
	F:..... Item	V:.....	T:.....		
B10.2	<b>Special attendance</b>				
	F:..... Item	V:.....	T:.....		
B11.0	<b>GENERAL</b>				
B11.1	<b>Protection of the works</b>				
	F:..... Item	V:.....	T:.....		
B11.2	<b>Protection/isolation of existing works and works occupied in sections</b>				
	F:..... Item	V:.....	T:.....		
B11.3	<b>Security of the works</b>				
	F:..... Item	V:.....	T:.....		
B11.4	<b>Notice before covering work</b>				
	F:..... Item	V:.....	T:.....		
B11.5	<b>Disturbance</b>				
	The <b>contractor</b> shall keep the <b>site</b> , structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b>				
	F:..... Item	V:.....	T:.....		
B11.6	<b>Environmental disturbance</b>				
	F:..... Item	V:.....	T:.....		
B11.7	<b>Works cleaning and clearing</b>				
	F:..... Item	V:.....	T:.....		
B11.8	<b>Vermin</b>				
	F:..... Item	V:.....	T:.....		
B11.9	<b>Overhand work</b>				
<b>SECTION 1: PRELIMINARIES (SECTION 1B)</b>			<b>Carried to Collection</b>	<b>R</b>	

Item	F:..... Item	V:.....	T:.....	Quantity	Rate	Amount
B11.10	<b>Tenant installations</b>					
	F:..... Item	V:.....	T:.....			
B11.11	<b>Advertising</b>					
	F:..... Item	V:.....	T:.....			

SECTION 1: PRELIMINARIES (SECTION 1B)

Carried to Collection

R\_\_\_\_\_

Item	Quantity	Rate	Amount
<b>SECTION C: SPECIFIC PRELIMINARIES</b>			
<p><b>Section C</b> contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p>			
C1.0 <b>CONTRACT DRAWINGS</b>			
<p>* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a <b>bills of quantities</b> or lump sum document</p>			
<p>* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p>			
<p>* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p>			
<p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p>			
<p>F:..... V:..... T:..... Item</p>			
C2.0 <b>PREAMBLES</b>			
<p>The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines"), and shall be read in conjunction with the <b>bills of quantities</b> / lump sum document and be referred to for the full descriptions of work to be done and materials to be used</p>			
<p>The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the <b>bills of quantities</b> / lump sum document</p>			
<p>F:..... V:..... T:..... Item</p>			
C3.0 <b>TRADE NAMES</b>			
<p>Wherever a trade name for any product has been described in the <b>bills of quantities</b> / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p>			
<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>			
<p>F:..... V:..... T:..... Item</p>			
C4.0 <b>IMPORTED MATERIALS AND EQUIPMENT</b>			
<p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed</p>			

**SECTION 1: PRELIMINARIES (SECTION 1C)**

**Carried to Collection**

**R** \_\_\_\_\_

Item	Quantity	Rate	Amount
<p>by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>F:..... V:..... T:..... Item</p>			
<p><b>C5.0 VIEWING THE SITE IN SECURITY AREAS</b></p> <p>The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the <b>site</b> for tendering purposes</p> <p>F:..... V:..... T:..... Item</p>			
<p><b>C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> <p>F:..... V:..... T:..... Item</p>			
<p><b>C7.0 ENTRANCE PERMITS TO SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>F:..... V:..... T:..... Item</p>			
<p><b>C8.0 SECURITY CHECK OF PERSONNEL</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> <p>F:..... V:..... T:..... Item</p>			
<p><b>C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS</b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p>			

Item	Quantity	Rate	Amount
C10.0	F:..... Item	V:.....	T:.....
	<b>HIV/AIDS AWARENESS</b>		
	<p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities</b> / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including <b>interest</b>, due to such delay of payment</p>		
C10.1	<b>AWARENESS CHAMPION</b>		
	<p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>		
C10.2	F:..... Item	V:.....	T:.....
	<b>AWARENESS WORKSHOPS</b>		
	<p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, 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</p>		
C10.3	F:..... Item	V:.....	T:.....
	<b>POSTERS, BOOKLETS, VIDEOS, ETC.</b>		
	<p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p>		
C10.4	F:..... Item	V:.....	T:.....
	<b>ACCESS TO CONDOMS</b>		
	<p>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 <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p>		
C10.5	F:..... Item	V:.....	T:.....
	<b>MONITORING</b>		

SECTION 1: PRELIMINARIES (SECTION 1C)

Carried to Collection

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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

C11.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 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** / lump sum document

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A25.0 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

C12.0 **EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)**

The **contractor** shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these **bills of quantities** / lump sum document

The **contractor** shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these **bills of quantities** / lump sum document

The **contractor** shall liaise and co-ordinate with the **employer** and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to remeasurement have been included

Item	Quantity	Rate	Amount
C13.0			
<p>elsewhere in these <b>bills of quantities</b> / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p>			
<p>F:..... V:..... T:..... Item</p>			
<p><b>IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</b></p>			
<p>The <b>contractor</b> shall comply with all the requirements of the “Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes” issued in terms of the “Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)” and the related “Ministerial Determination”, for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)</p>			
<p>The <b>contractor</b> shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the <b>principal agent</b> in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)”</p>			
<p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p>			
<p>F:..... V:..... T:..... Item</p>			

**SECTION 1  
PRELIMINARIES  
COLLECTION**

**AMOUNT**

Item	AMOUNT	
	R	c
<b>SECTION A: PRINCIPAL BUILDING AGREEMENT</b>		
<b>Interpretation</b>		
A1.0		
A2.0		
A3.0		
A4.0		
A5.0		
A6.0		
A7.0		
<b>Insurances and securities</b>		
A8.0		
A9.0		
A10.0		
A11.0		
<b>Execution</b>		
A12.0		
A13.0		
A14.0		
A15.0		
A16.0		
A17.0		
<b>Completion</b>		
A18.0	N/A	-
A19.0		
A20.0		
A21.0		
A22.0		
A23.0		
A24.0		
<b>Payment</b>		
A25.0		
A26.0		
A27.0		
<b>Carried Forward R</b>		

**SECTION 1: PRELIMINARIES: COLLECTION**

Item		Brought forward R	R	c
	<b>Suspension and termination</b>			
A28.0	Suspension by the contractor			
A29.0	Termination			
	<b>Dispute resolution</b>			
A30.0	Dispute resolution			
	<b>SECTION B: GENERAL PRELIMINARIES</b>			
B1.0	<b>Definitions and interpretation</b>			
B1.1	Definitions			
B1.2	Interpretation			
B2.0	<b>Documents</b>			
B2.1	Checking of documents			
B2.2	Provisional bills of quantities			
B2.3	Availability of construction information			
B2.4	Ordering of materials and goods			
B3.0	<b>Previous work and adjoining properties</b>			
B3.1	Previous work - dimensional accuracy			
B3.2	Previous work - defects			
B3.3	Inspection of adjoining properties			
B4.0	<b>The site</b>			
B4.1	Handover of site in stages			
B4.2	Enclosure of the works			
B4.3	Geotechnical and other investigations			
B4.4	Encroachments			
B4.5	Existing premises occupied			
B4.6	Services - known			
B5.0	<b>Management of contract</b>			
B5.1	Management of the works			
B5.2	Progress meetings			
B5.3	Technical meetings			
B6.0	<b>Samples, shop drawings and manufacturer's instructions</b>			
B6.1	Samples of materials			
B6.2	Workmanship samples			
B6.3	Shop drawings			
B6.4	Compliance with manufacturer's instructions			
		Carried forward R		

**SECTION 1: PRELIMINARIES: COLLECTION**

Item		Brought forward R	R	c
B7.0	<b>Deposits and fees</b>			
B7.1	Deposits and fees			
B8.0	<b>Temporary services</b>			
B8.1	Water			
B8.2	Electricity			
B8.3	Ablution and welfare facilities			
B8.4	Communication facilities			
B9.0	<b>Prime cost amounts</b>			
B9.1	Responsibility for prime cost amounts			
B10.0	<b>Attendance on subcontractors</b>			
B10.1	General attendance			
B10.2	Special attendance			
B11.0	<b>General</b>			
B11.1	Protection of the works			
B11.2	Protection/isolation of existing works and works occupied in sections			
B11.3	Security of the works			
B11.4	Notice before covering work			
B11.5	Disturbance			
B11.6	Environmental disturbance			
B11.7	Works cleaning and clearing			
B11.8	Vermin			
B11.9	Overhand work			
B11.10	Tenant installations			
B11.11	Advertising			
	<b>SECTION C: SPECIFIC PRELIMINARIES</b>			
C1.0	Contract drawings			
C2.0	Preambles			
C3.0	Trade names			
C4.0	Imported materials and equipment			
C5.0	Viewing the site in security areas			
C6.0	Commencement of works in security areas			
C7.0	Entrance permits to security areas			
C8.0	Security check of personnel			
C9.0	Prohibition on taking of photographs			
		Carried forward R		
<b>SECTION 1: PRELIMINARIES: COLLECTION</b>				



**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 2: GENERAL</b>				
<b>1</b>	<b>General</b>				
1,1	1,2 Facilities for Contractor				
1,1,1	i) Offices ,storage sheds and Workshops	Month	8		
1,1,2	iii) Ablution facilities	Month	8		
1,1,3	iv) Water supplies, electric power and communications	Month	8		
1,1,4	v) Name boards	Sum	1		
1,1,5	vi) 24 hour security	Month	8		
1,2	Supervision for Duration of Construction				
1,2,1	a) Contractors supervision and management	Month	8		
1,3	Occupational Health & Safety Act & Regulation				
	a) Compliance with OHS Act and Construction Regulation 2003. (Relevant qualifications/ certifications in OHS applicable)	Sum	8	R 25 000,00	R 200 000,00
1,3,1					
1,3,2	b) Health and safety plan	Sum	100%		
<b>2</b>	<b>Expanded Public Works Programme (EPWP)</b>				
	Allocation For Expanded Public Works Programme (EPWP) workers Inclusive of PPE. Min 3 workers.	Sum	100%	R 200 000,00	R 200 000,00
2,1					
<b>3</b>	<b>Remove Contractor's Site Establishment on Completion</b>	Sum	100%	R 15 000,00	R 15 000,00
	<b>TOTAL CARRIED TO SUMMARY</b>				<b>R</b>

**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 3 : DEMOLITION WORKS</b>				
<b>1</b>	<b>Walls</b>				
1,1	Demolish 110 mm thick walls and dispose material off site,				
1,1,1	a) HQ budling 416	m <sup>2</sup>	12		
1,1,2	b) QM building 417	m <sup>2</sup>	6		
1,1,3	c) Gym building 396	m <sup>2</sup>	6		
1,2	Demolish 220 mm thick walls and dispose material off site.				
1,2,1	a) HR building 184	m <sup>2</sup>	10,56		
<b>2</b>	<b>Tiles and Fixtures</b>				
2,1	Remove floor and wall tiles, all wash basins, toilets, taps and specified doors and dispose material off site.				
2,1,1	a) HQ budling 416	m <sup>2</sup>	42		
2,1,2	b) QM building 417	m <sup>2</sup>	20		
2,1,3	c) Gym building 396	m <sup>2</sup>	15		
2,1,4	d) HR building 184	m <sup>2</sup>	25		
<b>3</b>	<b>Existing Walkway</b>				
3,1	Demolish existing access walkway paving and front entrance steps and side rails leading into the Transport Building 161 and dispose material off site	m <sup>2</sup>	75		
3,2	Demolish apron slab and entrance steps at the southern entrance of QM building 417	m <sup>2</sup>	40		
3,3	Demolish apron slab and entrance steps at the southern entrance of HQ building 416	m <sup>2</sup>	20		
<b>4</b>	<b>Miscellaneous</b>				
4,1	Repairs to unforeseen structural damage to walls and other structural and non-structural components as a function of demolition works.	Sum	100%	R 200 000,00	R 200 000,00
<b>TOTAL CARRIED TO SUMMARY</b>					<b>R</b>

**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
9,3	IBR roof sheeting all inclusive sundry items				
9,3,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	175,00		
9,3,2	b) Transport building 161	m <sup>2</sup>	55,00		
9,4	2 Coat Anti Corrosive Paint to Structural Steel Works				
9,4,1	a) HQ building 416 - QM building 417: Walkway columns	m <sup>2</sup>	34,56		
9,4,2	b) Transport building 161: Walkway columns	m <sup>2</sup>	5,76		
9,4,3	c) HQ building 416 - QM building 417: Steel trusses and purlins	m <sup>2</sup>	202,36		
9,4,4	d) Transport building 161: Steel trusses and purlins	m <sup>2</sup>	59,72		
9,4,5	e) HQ building 416 - QM building 417: IBR roof sheeting (exposed side only)	m <sup>2</sup>	15,00		
9,4,6	f) Transport building 161: IBR roof sheeting (exposed side only)	m <sup>2</sup>	25,00		
<b>10</b>	<b>Disabled Persons Parking Bays</b> (1 parking bay per building)				
	Excavate up to 0,35 m deep in soft material and dispose off site.	m <sup>3</sup>	42,88		
10,1	Import and compact G6 paving layer works (0,35 m) compacted to 93% MOD AASTHO.	m <sup>3</sup>	42,88		
10,2	50 mm block paving inclusive of 20 mm thick sand.	m <sup>2</sup>	122,50		
7,1,2	Paving and board signage ( 7 parking bays).	Sum	100%		
7,1,3					
<b>11</b>	<b>Disabled Persons Parking Bay Carport</b> (1 parking bay Only)				
	Excavate up to 0.7 m deep for carport foundations And stockpile on site for wall backfilling.	m <sup>3</sup>	6,30		
11,1	25 MPa / 20mm to ablation wall strip footings	m <sup>3</sup>	3,65		
11,2	High tensile steel foundation reinforcement to carport parking bay	t	0,27		
11,3	High strength "L" holding down bolts to carport columns (16mm Ø, 200mm x 200mm long)	No	16,00		
11,4	IPE 180 Portal Frame Steel Members (inclusive of fabrication)	t	0,39		
11,5	125x65x20x2,2 mm thick Purlins (all inclusive of fabrication)	t	0,15		
11,5	IBR roof sheeting all inclusive sundry items	m <sup>2</sup>	22,00		
11,5	2 Coat anti corrosive paint to IBR roof sheeting	m <sup>2</sup>	22,00		
11,5	2 Coat anti corrosive paint to portal frame members	m <sup>2</sup>	13,16		
11,5	2 Coat anti corrosive paint to portal frame purlins	m <sup>2</sup>	11,51		
<b>TOTAL CARRIED TO SUMMARY</b>					<b>R</b>

**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 4: BUILDING WORKS</b>				
<b>1</b>	<b>Foundations</b>				
1,1	Wall Excavations				
	Excavate up to 1 m deep for abluion wall extension foundations and stockpile on site for wall backfilling.				
1,1,1					
1,1,1,1	a) HQ budling 416	m <sup>3</sup>	0,56		
1,1,1,2	b) Gym building 396	m <sup>3</sup>	0,28		
1,1,1,3	c) HR building 184	m <sup>3</sup>	0,70		
1,2	Extra-over items listed in 1.1 for:				
1,2,1	a) Boulder excavation class A (intermediate hard rock)	m <sup>3</sup>	0,00		
1,2,2	b) Boulder excavation class B (hard rock)	m <sup>3</sup>	0,00		
1,3	Walkway and Ramp Excavations				
	Excavate up to 0.7 m deep for walkway foundations And stockpile on site for wall backfilling.				
1,3,1					
1,3,1,1	a) HQ building 416 - QM building 417	m <sup>3</sup>	57,96		
1,3,1,2	b) Transport building 161	m <sup>3</sup>	17,50		
1,3,1,3	c) Gym building 396	m <sup>3</sup>	7,00		
1,3,1,4	d) Facility base maintenance building 163	m <sup>3</sup>	7,00		
1,3,1,5	e) Building 397B	m <sup>3</sup>	7,00		
1,4	Ramp and walkway surface bed infill layer works:				
1,4,1	a) Imported G6 compacted to 93% MOD AASTHO	m <sup>3</sup>	45,91		
<b>2</b>	<b>Soil Poisoning</b>				
	Foundation wall trench and surface bed bedding soil poisoning				
2,1					
2,1,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	82,80		
2,1,2	b) Gym building 396	m <sup>2</sup>	0,28		
2,1,3	c) HR building 184	m <sup>2</sup>	0,70		
2,2	Walkway surface bed soil poisoning				
2,2,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	100,00		
2,2,2	b) Transport building 161	m <sup>2</sup>	55,00		
2,2,3	c) Gym building 396	m <sup>2</sup>	22,00		
2,2,4	d) Facility base maintenance building 163	m <sup>2</sup>	22,00		
2,2,5	e) Building 397B	m <sup>2</sup>	22,00		
<b>3</b>	<b>Concrete</b>				
3,1	25 MPa / 20mm to abluion wall strip footings				
3,1,1	a) HQ building 416 - QM building 417	m <sup>3</sup>	0,14		
3,1,2	b) Gym building 396	m <sup>3</sup>	0,18		
3,1,3	c) HR building 184	m <sup>3</sup>	0,07		
3,2	25 MPa / 20mm to walkway strip footings				
3,2,1	a) HQ building 416 - QM building 417	m <sup>3</sup>	24,84		
3,2,2	b) Transport building 161	m <sup>3</sup>	9,00		
3,2,3	c) Gym building 396	m <sup>3</sup>	3,60		
3,2,4	d) Facility base maintenance building 163	m <sup>3</sup>	3,60		
3,2,5	e) Building 397B	m <sup>3</sup>	3,60		
<b>TOTAL CARRIED TO SUMMARY</b>					<b>R</b>

**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

<b>4</b>	<b>Reinforcement</b>				
4,1	High tensile steel foundation reinforcement to ablution wall strip footings				
4,1,1	a) HQ building 416	t	0,03		
4,1,2	c) Gym building 396	t	0,03		
4,1,3	d) HR building 184	t	0,03		
4,2	High tensile steel foundation reinforcement to walkway strip footings				
4,2,1	a) HQ building 416 - QM building 417	t	2,00		
4,2,2	b) Transport building 161	t	0,80		
4,2,3	c) Gym building 396	t	0,30		
4,2,4	d) Facility base maintenance building 163	t	0,30		
4,2,5	e) Building 397B	t	0,30		
4,3	High strength "L" holding down bolts to walkway columns (16mm Ø, 200mm x 200mm long)				
4,3,1	a) HQ building 416 - QM building 417	No	197,00		
4,3,2	b) Transport building 161	No	69,00		
<b>5</b>	<b>Foundation Walls</b>				
5,1	220mm thick up to 1m high for ablution wall foundations				
5,1,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	0,80		
5,1,2	b) Gym building 396	m <sup>2</sup>	0,40		
5,1,3	c) HR building 184	m <sup>2</sup>	1,00		
5,2	220mm thick up to 1m high for walkway foundations				
5,2,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	96,60		
5,2,2	b) Transport building 161	m <sup>2</sup>	50,00		
5,2,3	c) Gym building 396	m <sup>2</sup>	20,00		
5,2,4	d) Facility base maintenance building 163	m <sup>2</sup>	20,00		
5,2,5	e) Building 397B	m <sup>2</sup>	20,00		
<b>6</b>	<b>Surface Bed</b>				
6,1	85mm thick 15MPa / 20mm to walkways				
6,1	a) HQ building 416 - QM building 417	m <sup>3</sup>	8,50		
6,1	b) Transport building 161	m <sup>3</sup>	6,38		
6,1	c) Gym building 396	m <sup>3</sup>	2,55		
6,1	d) Facility base maintenance building 163	m <sup>3</sup>	2,55		
6,1	e) Building 397B	m <sup>3</sup>	2,55		
6,2	Mesh reinforcement to walkways				
6,2,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	100,00		
6,2,2	b) Transport building 161	m <sup>2</sup>	75,00		
6,2,3	c) Gym building 396	m <sup>2</sup>	30,00		
6,2,4	d) Facility base maintenance building 163	m <sup>2</sup>	30,00		
6,2,5	e) Building 397B	m <sup>2</sup>	30,00		
<b>TOTAL CARRIED TO SUMMARY</b>					<b>R</b>

**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>7</b>	<b>Super Structure</b>				
	<b>Walls</b>				
7,1	110mm thick masonry walls inclusive of brick force				
7,1,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	2,40		
7,1,2	b) Gym building 396	m <sup>2</sup>	1,20		
7,1,3	c) HR building 184	m <sup>2</sup>	3,00		
7,2	20mm Thick plaster to wall additions				
7,2,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	4,80		
7,2,2	b) Gym building 396	m <sup>2</sup>	2,40		
7,2,3	c) HR building 184	m <sup>2</sup>	6,00		
<b>8</b>	<b>Finishes</b>				
8,1	Porcelain non-slip matt floor tiles to floors inclusive of high strength tile adhesive, 2mm spacers, grouting and infill screeds (where required)				
8,1,1	a) HQ building 416	m <sup>2</sup>	42,00		
8,1,2	b) QM building 417	m <sup>2</sup>	20,00		
8,1,3	c) Gym building 396	m <sup>2</sup>	15,00		
8,1,4	d) HR building 184	m <sup>2</sup>	25,00		
8,2	Porcelain non-slip matt floor tiles to walkways and ramps inclusive of high strength tile adhesive, 2mm spacers, grouting and infill screeds (where required)				
8,2,1	a) HQ building 416 - QM building 417	m <sup>2</sup>	100,00		
8,2,2	b) Transport building 161	m <sup>2</sup>	75,00		
8,2,3	c) Gym building 396	m <sup>2</sup>	30,00		
8,2,4	d) Facility base maintenance building 163	m <sup>2</sup>	30,00		
8,2,5	e) Building 397B	m <sup>2</sup>	30,00		
8,3	Porcelain non-slip matt tiles to walls inclusive of high strength tile				
8,3,1	a) HQ building 416	m <sup>2</sup>	156,00		
8,3,2	b) QM building 417	m <sup>2</sup>	81,00		
8,3,3	c) Gym building 396	m <sup>2</sup>	55,20		
8,3,4	d) HR building 184	m <sup>2</sup>	97,20		
8,4	Two coat paint to ceilings inclusive of minor Rhino board ceiling repair works				
8,4,1	a) HQ building 416	m <sup>2</sup>	42,00		
8,4,2	b) QM building 417	m <sup>2</sup>	20,00		
8,4,3	c) Gym building 396	m <sup>2</sup>	15,00		
8,4,4	d) HR building 184	m <sup>2</sup>	25,00		
<b>9</b>	<b>Structural Steel Members (Covered Walkways)</b>				
9,1	Steel columns to walkways all inclusive of fabrication				
9,1,1	a) HQ building 416 - QM building 417	t	1,85		
9,1,2	b) Transport building 161	t	0,36		
9,2	Steel trusses and purlins all inclusive of sundry items and fabrication				
9,2,1	a) HQ building 416 - QM building 417	t	2,40		
9,2,2	b) Transport building 161	t	1,75		
<b>TOTAL CARRIED TO SUMMARY</b>					<b>R</b>

**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>SECTION 5: PLUMBING WORKS &amp; MISCELLANEOUS ITEMS</b>					
<b>1</b>	<b>Plumbing Works</b>				
1,1	Toilets to ablation facilities inclusive of toilet seats and pipe fittings				
1,1,1	a) HQ building 416	No.	4		
1,1,2	b) QM building 417	No.	3		
1,1,3	c) Gym building 396	No.	2		
1,1,4	d) HR building 184	No.	3		
2	Wash basins to ablation facilities inclusive of taps, valves and connectors, granite counter tops and outlet pipes				
2,1,1	a) HQ building 416	No.	6		
2,1,2	b) QM building 417	No.	2		
2,1,3	c) Gym building 396	No.	1		
2,1,4	d) HR building 184	No.	3		
<b>2</b>	<b>Miscellaneous Items</b>				
2,1	Stainless steel grab bars in ablutions for people with disabilities				
2,1,1	a) HQ building 416	No.	1		
2,1,2	b) QM building 417	No.	1		
2,1,3	c) Gym building 396	No.	1		
2,1,4	c) Gym building 397- replacement of existing balustrade gate	No.	1		
2,1,5	d) HR building 184	No.	1		
2,2	New ablation doors and entrance doors with stainless steel grab bars, and locks for people with disabilities.				
2,2,1	a) HQ building 416	No.	5		
2,2,2	b) QM building 417	No.	2		
2,2,3	c) Gym building 396	No.	3		
2,2,4	d) HR building 184	No.	2		
2,2,5	e) Transport building 161	No.	2		
2,2,6	f) Building 397B	No.	1		
2,2,7	g) Building 163	No.	1		
2,3	Stainless steel hand rails on walkways and ramps suitable for use by people with disabilities	m			
2,3,1	a) HQ building 416 - QM building 417	m	138,00		
2,3,2	b) Transport building 161	m	47,50		
2,3,3	c) Gym building 296	m	35		
2,3,4	d) Facility base maintenance building 163	m	25		
2,3,5	e) Building 397B	m	25		
2,4	Ceiling Boards				
	a) Ceilings inclusive of 38x38 timber brandering to areas affected by demolition works	m <sup>2</sup>	100		
2,5	20mm thick plaster restoration and paint in doorways affected by demolition	m <sup>2</sup>	50		
2,6	Sanitary fittings and furniture				
2,6,1	a) Ablution tissue holders, towel holders etc.	Sum	100%	R 100 000,00	R 100 000,00
2,7	Plumbing				
2,7,1	a) Adapters and connectors, valves, replacement of rusted and broken pipes, rust protective coating etc.	Sum	100%	R 150 000,00	R 150 000,00
<b>TOTAL CARRIED TO SUMMARY</b>					<b>R</b>

**JAN KEMPDORP- SANDF AMMUNITION DEPOT  
FACILITIES FOR PEOPLE WITH DISABILITIES**

**SUMMARY OF SCHEDULE OF QUANTITIES**

**SECTION : BUILDING SERVICES**

**SECTION 1 : PRELIMINARIES** R

**SECTION 2 : GENERAL** R

**SECTION 3 : DEMOLITION WORKS** R

**SECTION 4 : BUILDING WORKS** R

**SECTION 5 : PLUMBING WORKS & MISCELLANEOUS ITEMS** R

<b>SUB TOTAL 1</b>	R
<b>VAT 15%</b>	R
<b>GRAND TOTAL</b>	R

## BUILDING WORKS SPECIFICATIONS

### (Construction Drawings)

DRAWING NUMBER	DESCRIPTION	REV
JKEMP-AMU-C000	SITE LAYOUT	01
JKEMP-AMU-C001	ALTERATIONS LAYOUT HQ BUILDING 416	01
JKEMP-AMU-C002	ACCESS WALKWAY LAYOUT QM BUILDING 417	01
JKEMP-AMU-C003	ALTERATIONS LAYOUT QM BUILDING 417	01
JKEMP-AMU-C004	ACCESS RAMP LAYOUT TRANSPORT BUILDING 161	01
JKEMP-AMU-C005	ALTERATIONS LAYOUT HR BUILDING 184	01
JKEMP-AMU-C006	ALTERATIONS LAYOUT GYM BUILDING 396	01
JKEMP-AMU-C007	RAMP LAYOUT BUILDINGS 397B AND 163	01

\*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"

Page 1 of 1

For Internal & External Use

Effective date 20 September 2021

Version: 2.0







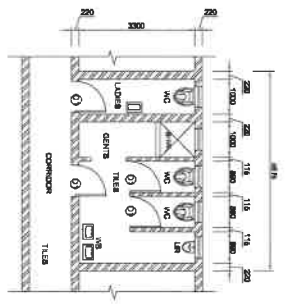




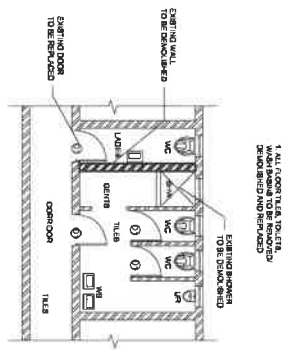
NOTES:  
1. REFER TO DRAWING JKEP-AMU-C005 FOR ALL DIMENSIONS

**WALL LEGEND**  
 WALLS TO BE DEMOLISHED  
 NEW WALLS TO BE BUILT  
 EXISTING WALLS TO REMAIN  
 IN PLACE

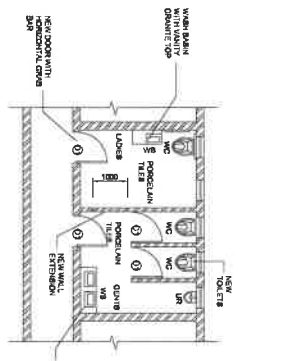
**DETAILS OF PROPOSED ABULTION FACILITIES NOTICE**  
 ALL TOILETS, LOCKERS, WASH BASIN, HAND WASH BASIN AND SHOWER FACILITIES TO BE DEMOLISHED AND REBUILT IN PLACE. ALL OTHER FACILITIES TO REMAIN AS SHOWN UNLESS OTHERWISE SPECIFIED OTHERWISE.



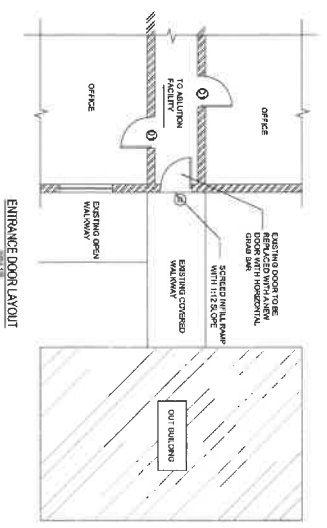
HR BUILDING 18A - EXISTING ABULTION LAYOUT  
SCALE: 1:50



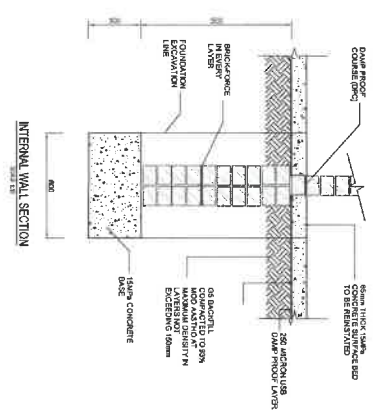
HR BUILDING 18A - ABULTION DEMOLITION LAYOUT  
SCALE: 1:50



HR BUILDING 18A - PROPOSED ABULTION LAYOUT  
SCALE: 1:50



ENTRANCE DOOR LAYOUT  
SCALE: 1:50



INTERNAL WALL SECTION  
SCALE: 1:20

ISSUED FOR TENDER

CLIENT'S DRAWING NUMBER	JKEP-AMU-C005
CLIENT'S DRAWING NUMBER	01
REV	01

**TIOU TADIMA**  
PROJECTS-PVT LTD

**PROJECT**  
FACILITIES FOR PERSONS WITH DISABILITIES - JAN KEMPENDORP SANDP

**CLIENT**  
DISABILITIES SANDP

**DATE**  
11/08/2025

**SCALE**  
AS SHOWN

**DESIGNED BY**  
T. KAWA

**CHECKED BY**  
T. KAWA

**APPROVED BY**  
T. KAWA

**DRAWING NUMBER**  
JKEP-AMU-C005





## PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	<i>JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES,</i>		
Tender / Quotation no:	<i>KIM02/2026</i>	Reference no:	<i>19/2/4/2/2/2349/195</i>

### C3. Scope of Works

#### C3.1 EXTENT OF THE WORKS

Repairs and Renovations to the building including minor electrical works completed with COC and Installation of tiles

#### C3.2 ORDER OF THE WORKS

n/a

#### C3.3 BUILDINGS OCCUPIED

The building is occupied.

#### C3.4 ACCESS

Security at the entrance Gate.

#### C3.5 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.5.5 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.5.7 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023.

#### C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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".

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below.

### **C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal**

**The Minimum Targeted Local Building Material Manufacturers CPG is N/A to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **Not Applicable**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site,
- (e) Material of at least **not applicable** of the total value of materials purchased excluding VAT to be sourced from within **not applicable** radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### **C3.6.2 Minimum Targeted Local Building Material Suppliers Contract Participation Goal**

**The Minimum Targeted Local Building Material Suppliers CPG is N/A to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the , and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **Not applicable** of the total value of materials purchased excluding VAT to be sourced from within **Not applicable** of the project site,
- (e) Material of at least **Not applicable** of the total value of materials purchased excluding VAT to be sourced from within **Not applicable** of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorate targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### **C3.6.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal**

**The Minimum Targeted Local Labour Skills Development CPG is N/A**

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and

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".

- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **Kimberley** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **3 months working days**. The minimum CPG participation for Targeted Local Labour Skills Development is **N/A**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000 (Excluding VAT)**, per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### **C3.6.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal**

**The Minimum Targeted Enterprise Development Contract Participation Goal is N/A**

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract, is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **Not applicable** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum Not applicable** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to General Building Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

#### C3.6.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
  - Administrative and cost control systems
  - construction management systems and plans
  - planning, tendering and programming
  - business; technical; procurement skills
  - legal compliance
  - credit rating/history; financial loan capacity/history
  - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
  - perform needs analysis on the targeted enterprise to identify developmental goals
  - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
  - provide internal mentorship support to improve the targeted enterprise/s performance
  - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
  - submit a project completion report to the Employer's representative for each targeted enterprise.

#### C3.6.4.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

#### C3.6.4.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

#### C3.6.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;

- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

#### C3.6.4.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

#### C3.6.4.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

#### C3.6.4.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

#### C3.6.4.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

#### C3.6.4.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

#### C3.6.4.10 Compliance requirements

##### **Non-compliance with the Best Practice Project Assessment Scheme**

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)

- Not reporting practical completion on the cidb Register of Projects (RoP)

### 3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

#### The Minimum Targeted Contract Skills Development CPG N/A to this project.

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.6.5.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

*Table 1: Contracting skills development goals for different classes of engineering and construction works contracts*

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

**Table 2: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

- The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or) directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- The successful contractor shall employ at least **Not Applicable** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.

- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **Not Applicable** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

#### C3.6.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates .
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates .
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that

no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

### **C3.6.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)**

**The National Youth Service Training and Development Programme is *n/a* to this project.**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

### **C3.6.7 LABOUR-INTENSIVE WORKS**

**Labour Intensive Works is *N/A* to this project.**

Where labour intensive work is specified in the Bill of Qualities and specified by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of Quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

#### **C3.6.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION**

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres

- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

### **Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

### **Hand excavateable material**

Hand excavateable material is:

#### **a) granular materials:**

- whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### **b) cohesive materials:**

- whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

### **Note**

- A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

<b>Table 3: Consistency of materials when profiled</b>			
<b>GRANULAR MATERIALS</b>		<b>COHESIVE MATERIALS</b>	
<b>CONSISTENCY</b>	<b>DESCRIPTION</b>	<b>CONSISTENCY</b>	<b>DESCRIPTION</b>
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.

Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.
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**Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to 90% Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**Excavation**

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**Clearing and grubbing**

Grass and bushes shall be cleared by hand.

**Shaping**

All shaping shall be undertaken by hand.

**Loading**

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

**Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

**Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**Spreading**

All material shall be spread by hand.

**Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

**Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

### **Manufactured Elements**

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

### **C3.7 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

### **C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)**

**Submission of Monthly Local Material Utilisation Report (Local Content) *N/A* to this project.**

The Contractor shall when applicable to this project, be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractor to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

## Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

**CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.**

### 1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

#### CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

#### Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

### 1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

#### CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

#### Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

### 1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to

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”.

complete the Works.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT  
 “Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)  
 Number of working days required to complete the Works based on the construction period = 600 days  
 CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)  
 Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)  
 CPG = 600 working days x 30% = 180 working days training to be provided  
 CPG Achieved = 160 days (20 days shortfall where no training was provided)  
 Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

**1.4 Cidb BUILD Programme: Enterprise Development**

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “contract Amount”, the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT  
 “Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)  
 CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)  
 CPG Minimum 5% = R6,5 Mil  
 Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)  
 Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.  
 Number of enterprises to be trained = 6 x 1 GB subcontractors  
 Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6  
 Total number trained = 4 (2 Shortfall)  
 Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary  
 Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
<b>5</b>	<b>Enterprise Development</b>				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	<b>Provisional Sum to be carried over to CPG bill of quantities</b>				<b>1 660 000</b>
	"Contract amount" Tender amount excl. allowances and VAT,		130 000 000		
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training		6 500 000		
	No of enterprises based on the CPG value	6		Grade 1 / 2 GB/CE,ETC.	
	Contract period (months)	24			
	<b>Note: Rates to be determined by PQS and adjusted to accepted quotation amounts</b>				

### 1.5 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

#### CPG Calculation

#### Table 2: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

#### Contractor CPG:

CPG calculation

"Contract amount" x factor from Table 3 above.

#### CPG calculation example:

"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

#### Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG value = R650 000

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".

For Internal & External Use

Effective date 5 September 2023

Page 16 of 17  
Version: 2023/05

Achieved = R550 000 = R100 000 Shortfall  
Penalty = R100 000 x 30% = R30 000 Excl. VAT

**Calculations based on “Contract Amount” after bid award and appointment of beneficiaries**

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

*Table 4: Notional cost recalculation upon appointment of beneficiaries.*

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

*Note: the required CPG will be recalculated based on the awarded Tender amount and “Contract Amount” once the beneficiaries have been appointed and actual costs are known*

*Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period*

**1.6 National Youth Service Programme (NYS) CPG**

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.  
Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25  
Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)  
Penalty = 5 x R2 500 = R12 500 Excl. VAT

**1.7 Labour Intensive Works CPG**

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT  
“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)  
CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil  
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)  
CPG Achieved = 9 Mil (R1 Mil shortfall)  
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

## PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	<b><i>JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES</i></b>			
<b>Tender / Quotation no:</b>	KIM02/2026	<b>WCS no:</b>		<b>Reference no:</b> 19/2/4/2/2/2349/195

### C2.1 Pricing Assumptions

#### C2.1.1 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.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For “Rate Only” items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the “PW 371” and the principles contained in the latest version of the Standard System for Measuring Builders’ Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

“The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender”

#### **C2.1.2 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 shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

#### **C2.1.3 CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

#### **C2.1.4 ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

#### **C2.1.5 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

### **C2.1.6 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### **C2.1.7 FIXED PRICE CONTRACT**

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.

### **C2.1.8 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

### **C2.1.9 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

### **C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

**Submission of Local Material Utilisation Reports is *not applicable* to this project.**

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.11 CONTRACT PARTICIPATION GOALS**

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

**C2.1.11.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Suppliers CPG is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Labour Skills Development CPG is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Enterprise Development Contract Participation Goal is *not applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

**C2.1.11.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is *not applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

**Payment**

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

**(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:**

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 2 of the Standard.

**Table 2: Contracting skills development goals for different classes of engineering and construction works contracts**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

- (b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration;

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: The notional cost of providing training opportunities per quarter**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.

**Example: Training Target Calculation for a R65,7m GB contract**

Contract amount R65 700 000  
Contract duration 12 Months  
CSDG 0,50%  
Minimum CSDG target  $0,50\% \times R65\ 700\ 000 = R328\ 500$  (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

**C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

The National Youth Service Training and Development Programme is *not applicable* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.7 LABOUR-INTENSIVE WORKS**

**Labour Intensive Works is *not applicable* to this project.**

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.2 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

## PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

<b>Project title:</b>	<b>JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES</b>				
<b>Tender no:</b>	KIM02/2026	<b>WCS no:</b>		<b>Reference no:</b>	19/2/4/2/2/2349/195

### C4 Site Information

*Jan Kempdorp South African National Defence Force Ammunition Depot, Northern Cape Province.*

*GPS Coordinates: 27°56'20.21"S 24°47'29.15"E*



public works  
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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

## EPWP IMPLEMENTATION FRAMEWORK ON NDPWI PROJECTS

### ***JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES.***

In order to make tender / contract documents fully EPWP compliant (labour-intensive construction projects) the following clauses and / or additions need to be included in the documentation:

#### **1. Tender Document Cover**

*The following EPWP Logo to be included on the bottom of the front cover*



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

#### **2. Tender Notice and Invitation to Tender**

*The following must be included in the notice and invitation to tender (for Contract Documentation for the Works):*

“Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.”

#### **3. Contract Data**

*The following must be included in the contract data in the contract with the Employer:*

#### **Linkage of payment for labour-intensive component of works to submission of project data**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

#### **Applicable labour laws**

The current Ministerial Determination (also downloadable at [www.epwp.gov.za](http://www.epwp.gov.za)), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.



#### 4. Bill of Quantities

- Due to the nature of the works involved, this type of project is feasible as a labour intensive project i.e. the construction activities will require skilled/unskilled labour.
- Noted that only few items were identified to be implemented LI on the BOQ. The QS is kindly requested to identify more activities that will be done LI in the BOQ.
- Below are some of the potential focus areas where employment creation can be optimized. The following activities must be marked in the bill of quantities with the letter (LI);

LI Activities
All excavations works not exceeding 1.5 m
Masonry
Brickwork
Waterproofing ( requires skilled labour and semi-skilled labour)
Cleaning of roof
Carpentry and joinery (requires skilled and semi-skilled labour)
Plastering ( Internal and External)
Tiling
Plumbing and Drainage & storm water drainage
Paintwork
Installation of Fencing
Landscaping
Sewer connections
Water connections
Paving to parking area
Fencing and installation of gate

#### 6. Employment Targets

The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method.

Estimated no of jobs to be created:

NYS Beneficiaries = N/A

Local Labour = 3 x 7 Months



## 7. Employment requirements

Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.

Tenderers must allow for any costs for the following employment requirements of the EPWP

60% women

55% youth aged between 18 and 35 years

2% people with disability

100% unskilled labour utilized must reside within the boundaries of the Municipality ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.

## 8. Employment of Community Liaison Officer (CLO)- N/A

- 8.1. The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of a project.
- 8.2. A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project.
- 8.3. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.
- 8.4. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:
  - a) Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor,
  - b) Assisting in the procurement of materials from local resources, as required by the contractor,
  - c) Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
  - d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.



- e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
- f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained
- g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications
- h) Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
- i) Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
- j) Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

## 9. EPWP Branding

### 9.1. Signboard

EPWP Programme at the project level shall always be promoted through the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.

The Contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including the maintenance period, after which the project board and posts are to be dismantled and handed to the client in good order

### 9.2. Personal Protective Equipment (PPE)

All local labourers including contractor & sub-contractors' shall be provided with EPWP branded Personal Protective Equipment (PPE), as per the branding specifications.

Overalls to be orange in colour as per EPWP Corporate image and requirements (Annexure E). Branding to be done in full colour. Specification with the exception of Correctional Services contracts where the participants top and bottom would be green.

## 10. Reporting

The Contractor's payment invoice shall be accompanied by labour information for the corresponding period in an EPWP reporting format (Annexure B). The completed EPWP reporting template should be accompanied by the following supporting documents:



- Contract of employment ( Individual and/or Entity) - once-off
- Certified South African ID copy ( certification date not older than 3 months)-once-off
- Attendance register of participants- periodically
- Proof of payment of participants- periodically
- Schedule of payment for SMMEs- periodically (N/A)

The Consultant shall, before certifying a contractor's payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer.

If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment. If the contractor chooses to delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoice shall not be paid until all pending labour information has been submitted.

**12.02            PROVISION OF EPWP DESIGNED OVERALLS, HARD HATS TO YOUTH WORKERS (NYS) AS WELL AS ONE PAIR OF SAFETY BOOTS.**

**12.02.01        PPE for local labour: Supply 3 x Overalls, 3 x Hardhats, and 3 x Pair of Safety Boots**

Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). Hard hats should be orange and branded as per the EPWP branding specification which shall be provided to the Contractor.



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

# OCCUPATIONAL HEALTH AND SAFETY FOR

**JAN KEMPDORP AMMUNITION DEPOT:  
ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

*MANAGED ON BEHALF OF*

**THE DEPARTMENT OF  
PUBLIC WORKS**

## *PRINCIPAL CONTRACTOR RECEIPT*

*Received by:*

*Name:*

*Signature:*

*Date:*

*Capacity:*

## **CONTENTS**

- 1. PREAMBLE**
- 2. SCOPE OF HEALTH & SAFETY DOCUMENT**
- 3. PURPOSE**
- 4. DEFINITIONS**
- 5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**
- 6. RESPONSIBILITIES**
- 7. SCOPE OF WORK**
- 8. HEALTH AND SAFETY FILE**
- 9. RISK ASSESSMENTS**
- 10. HEALTH AND SAFETY POLICY**
- 11. LOCKOUT PROCEDURE**
- 12. ELECTRICAL EMERGENCY RESPONSE PROCEDURE**
- 13. COMPLETED WORK SAFETY CHECKLIST**
- 14. REPORTING OF INCIDENTS**
- 15. HOUSEKEEPING**

## 1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

## 2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

### 2.1 APPLICATIONS AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter- alia:

- *Occupational Health and Safety Act 85 of 1993 (OHS Act).*
- *All regulations published in terms of the OHS Act.*
- *Construction Regulations, 2014*
- *SABS codes referred to by the OHS Act.*
- *Contract Documents*
- *Basic Conditions of Employment Act (Act 75 of 1997)*
- *National Environmental Management Act 107 of 1998 and all Regulations*
- *Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993*

### ABBREVIATIONS

- OHS : Occupational Health and Safety
- CEO : Chief Executive Officer
- CR : Construction Regulations
- HCS : Hazardous Chemical Substances
- MSDS : Material Safety Data Sheet
- AIA : Approved Inspection Authority
- HBA : Hazardous Biological Agents
- OEL : Occupational Exposure Limit

- CSIR : Council for Scientific and Industrial Research
- H&SS : Health and Safety Specification
- HS&EP : Health, Safety and Environmental Plan
- HS&EF : Health, Safety and Environmental File
- CHSO : Construction Health and Safety Officer

### 3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her sub-contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works and Infrastructure. The Principal Contractor (and his /her sub-contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements.

### 4. DEFINITIONS

The following definitions from the Occupational Health and Safety Act are listed as

follows:

**“Chief Executive Officer”**

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

**“Danger”**

Means anything that may cause injury or damage to persons or property.

**“Employee”**

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

**“Employer”**

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

**“Healthy”**

Means free from illness or injury attributable to occupational causes.

**Machinery**

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

**Plant**

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

**Medical Surveillance**

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner. Plant Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant. Properly Used Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

**User**

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

**Reasonably Practicable**

Means practicable having regards to: a) the severity and scope of the hazard or risk concerned, b) The state of knowledge reasonably available concerning that hazard or risk and of any means to remove or mitigate that hazard or risk. c) the availability and suitability of means to remove or mitigate that hazard or risk; and d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

**“Risk”**

Means the probability that injury or damage will occur.

**“Safe”**

Means free from any hazard.

**“Standard”**

Means any provision occurring: a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993 (Act No. 29 of 1993); OR b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardisation.

The following definitions from the Construction Regulations are listed as follows:

**“Agent”** – means any person who acts as a representative for a Client;

**“Client”** – means any person for whom construction work is performed;

**“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;

**"Health and Safety File"** – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

**"Health and Safety Plan"** – means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

**"Health and Safety Specification"** – means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

**"Electrical installation"** means any electrical installation as defined in regulation 1 of the Electrical Installation Regulations, published under Government Notice R.2270 of 11 October 1985;

**"Method Statement"** – means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**"Principal Contractor"** – means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the Client to be in overall control and management of a part of or the whole of a construction site;

**"Risk Assessment"** – means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

**"Competent person"** – means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

## **5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### **5.1. Overall Supervision and Responsibility for OH&S**

The Client and/or its Agent shall ensure that the Principal Contractor implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

### **5.2. Further (Specific) Supervision Responsibilities for OH&S**

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent

appointments, where applicable, in terms of the Construction Regulations and other Regulations shall be made to ensure compliance to the Act, Regulations and SANS Standards.

## LEGAL DOCUMENTATION/APPOINTMENTS

The following documents must be provided in the Health and Safety Plan (H&SP):

- Health and Safety Policy signed by CEO or statement of commitment to SHE
- Letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer.
- HSE Organogram (or table), outlining the HSE Team, as well as the appointment(s) they have under the Act and Regulations (reference to specific section/regulation applicable to appointment)
- The competency of each member of the HSE Team must be provided and should include knowledge, training, experience & qualifications specific to the appointment.

Signed copies of the following legal appointments must be provided in the Health, Safety and Environmental Plan:

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Section 16.2 appointment	Section 16.2
HSE Representative (if necessary)	Section 17(1)
Incident Investigator	GAR 9(2)
First Aiders	GSR 3(4)
Fire Fighters	ER 9 & CR 29
Risk Assessor	HCS Reg (Incl. Asbestos & Lead); CR 9

The following information must be provided in the H&SP:

- Indicate the estimated number of employees to be working on site.
- Indicate the expected number of sub-contractors to be appointed by the Principal Contractor.

The following competent persons, where applicable, shall be appointed in writing by the Principal Contractor, prior to any work being carried out, and shall adhere to the requirements of the specific sub-regulations.

The competency of each of these appointed competent persons must be provided and should include knowledge, training, experience & qualifications specific to the appointment.

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Construction Manager	CR 8 (1)
Assistant Construction Manager	CR 8 (2)
Construction H&S Officer where applicable	CR 8 (5)
Construction Supervisor	CR 8 (7)
Construction Assistant Supervisor	CR 8(8)
Risk assessor	CR 9(1)
Fall Protection Competent Person	CR 10 (1)
Temporary works competent person	CR12 (2)
Excavation Work Supervisor	CR 13 (1)(a)
Demolition Work	CR 14 (1)
Competent Person (Use of Explosives for Demolition Work)	CR14(11)
Scaffolding Erector/ Team Leader/ Inspector	CR 16 (1)
Suspended platform Competent Person	CR 17(1)
Rope Access Work Competent Person	CR 18 (1) (a)
Material Hoist Competent Person	CR 19(8)(a)
Bulk Mixing Plant Competent Person	CR 20 (1)
Explosive Powered Tools Competent Person	CR 21(2)(b)
Construction Vehicle and Mobile Plant Competent Person	CR23 (1)(d)
Electrical Machinery Competent Person	CR 24 (c)
Stacking and Storage Supervisor	CR 28 (a)
Fire Equipment Inspector	CR 29(h)

**Indicate in the H&SP, which of these listed appointments are applicable to the construction work in question (project specific).**

No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.

### **5.3 *Communication & Liaison***

5.2.1 The Principal Contractor will communicate all health and safety concerns with the DPW Health and Safety Officer.

## **6. RESPONSIBILITIES**

### **6.1 Client/Agent**

6.1.2 The Client/Agent shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan and when compliant, approve the plan.

### **6.2 Principal Contractor**

6.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

6.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.

6.2.3 The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

6.2.4 The Principal Contractor shall provide and demonstrate to the Client 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. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

6.2.5 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

6.2.6 The Potential Principal 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. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

- 6.2.7 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- 6.2.8 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- 6.2.9 The Principal 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 Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- 6.2.10 The Principal 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 Principal Contractor.
- 6.2.11 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.
- 6.2.12 A letter of good standing in terms of COIDA (Compensation Commissioner) must be submitted to DPW.

## **7. SCOPE OF WORK**

JAN KEMPDORP AMMUNITION DEPOT: ACCESSIBILITY FOR PERSONS WITH DISABILITIES. These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents.

## **8. HEALTH AND SAFETY FILE**

- a) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and
- b) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project

## **9. RISK ASSESSMENTS**

In terms of Construction Regulations 5 the Client will prepare a baseline risk assessment for the construction work project. The Principal Contractor shall, before commencement of any construction work and during the construction work, have risk assessments performed by a

competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on site, and must include –

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) the analysis and evaluation of the risks and hazards identified;
- (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (b) a monitoring plan; and
- (e) a review plan.

The following hazards are identified:

- Drilling (Breaking of walls)
- Formwork and support work
- Scaffolding
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Use of jackhammers
- Hot work (steel cutting and welding)
  
- Portable electrical tools
- Intoxicated persons on site
- Use of ladders
- Impact of construction work upon occupants of buildings not evacuated for the duration of the work
  
- Working at height (fall protection)
  
- Noise
- Potential presence of asbestos that forms part of the structure (cement fibre)
- Dust

**Site Specific risk assessment** of the above must be submitted to DPW before commencement of work.

## 10. HEALTH AND SAFETY POLICY

Each contractor to submit a suitable documented Health and Safety Policy as required by Section 7 of the OHS Act.

## **11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

## **12. ARRANGEMENTS FOR MONITORING AND REVIEW**

### **12.1 Monthly Audit by Client and/or its Agent on its behalf**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

### **12.3 Reports**

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
- i. dies
  - ii. becomes unconscious
  - iii. loses a limb or part of a limb
  - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
  - ii. the health or safety of any person was endangered
  - iii. where a dangerous substance was spilled
  - iv. the uncontrolled release of any substance under pressure took place
  - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
  - vi. machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.

## **12.4 Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

## **12.5 Site Rules and other Restrictions**

### *a) Site OH&S Rules*

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

### *b) Security Arrangements*

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

## **12.6 Training**

### *a) General Induction Training*

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

### *b) Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

## **12.7 Accident and Incident Investigation**

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

**13 OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE**

<b>OHS Act Section/ Regulation</b>	<b>Subject</b>	<b>Requirements</b>
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> <li>Department of Labour notified</li> <li>Copy of Notice available on Site</li> </ul>
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> <li>Updated copy of Act &amp; Regulations on site.</li> <li>Readily available for perusal by employees.</li> </ul>
COVID Act Section 80	Registration with Compens. Insurer	<ul style="list-style-type: none"> <li>Written proof of registration/Letter of good standing available on Site</li> </ul>
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> <li>H&amp;S Spec received from Client and/or its Agent on its behalf</li> <li>OH&amp;S programme developed &amp; Updated regularly</li> </ul>
Section 8(2)(d) Construction. Regulation	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> <li>Hazard Identification carried out/Recorded</li> <li>Risk Assessment and – Plan drawn up/Updated</li> <li>RA Plan available on Site</li> <li>Employees/Sub-Contractors informed/trained</li> </ul>
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> <li>Responsibility of complying with the OH&amp;S Act assigned to other person/s by CEO.</li> </ul>
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> <li>Written agreement with (Sub-)Contractors</li> <li>List of Subcontractors displayed.</li> <li>Proof of Registration with Compensation Insurer/Letter of Good Standing</li> </ul>
Section 24 & General Admin. Regulation 8 COVID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> <li>Incident Reporting Procedure displayed.</li> <li>All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf</li> <li>Cases of Occupational Disease Reported</li> <li>Copies of Reports available on Site</li> <li>Record of First Aid injuries kept</li> </ul>

General Admin. Regulation 9	<b>Investigation and Recording of Incidents</b>	<ul style="list-style-type: none"> <li>• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.</li> <li>• Copies of Reports (Annexure 1) available on Site</li> <li>• Tabled at H&amp;S Committee meeting</li> <li>• Action taken by Site Management.</li> </ul>
Construction. Regulation Driven Machinery Regulations 18 & 19	<b>Cranes &amp; Lifting Machines Equipment</b>	<ul style="list-style-type: none"> <li>• Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment</li> <li>• Written Proof of Competence of above appointee available on Site.</li> <li>• Cranes &amp; Lifting tackle identified/numbered</li> <li>• Register kept for Lifting Tackle</li> <li>• Log Book kept for each individual Crane</li> <li>• Inspection: - All cranes - <b>daily by operator</b> <ul style="list-style-type: none"> <li>- Tower Crane/s - <b>after erection/6monthly</b></li> <li>- Other cranes - <b>annually by comp. person</b></li> </ul> </li> <li>• - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</li> </ul>
General Safety Regulation 3	<b>First Aid</b>	<ul style="list-style-type: none"> <li>• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</li> <li>• First Aid freely available</li> <li>• Equipment as per the list in the OH&amp;S Act.</li> <li>• One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</li> <li>• List of First Aid Officials and Certificates</li> <li>• Name of person/s in charge of First Aid box/es displayed.</li> <li>• Location of First Aid box/es clearly indicated.</li> <li>• Signs instructing employees to report all</li> <li>• Injuries/illness including first aid injuries</li> </ul>
General Safety Regulation 2	<b>Personal Safety Equipment (PSE)</b>	<ul style="list-style-type: none"> <li>• PSE Risk Assessment carried out</li> <li>• Items of PSE prescribed/use enforced</li> </ul>

		<ul style="list-style-type: none"> <li>Records of Issue kept</li> <li>Undertaking by Employee to use/wear PSE</li> <li>PSE remain property of Employer, not to be removed from premises GSR 2(4)</li> </ul>
General Safety Regulation 13A	<b>Inspection of Ladders</b>	<ul style="list-style-type: none"> <li>Competent person appointed in writing to inspect Ladders</li> <li>Ladders inspected at arrival on site and weekly there after.</li> <li>Inspections register kept</li> <li>Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</li> </ul>
Asbestos Regulations 5	<b>Information and training</b>	<ul style="list-style-type: none"> <li>Ensure that employees are adequately informed and trained on both practical aspects and theoretical knowledge.</li> </ul>
Asbestos Regulations 17	<b>Personal Protective equipment (PPE)</b>	<ul style="list-style-type: none"> <li>Ensuring suitable PPE, storing of PPE, disposal of such PPE and that persons exposure is adequately controlled.</li> </ul>
Asbestos Regulations 20	<b>Disposal of asbestos</b>	<ul style="list-style-type: none"> <li>Safe disposal and handling of asbestos or asbestos containing material.</li> </ul>

#### **14. LOCKOUT PROCEDURE**

Contractors undertaking maintenance and repair work must submit a suitably documented lockout/tag-out procedure to be approved before work commences.

#### **15. HOUSEKEEPING**

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

#### **16. ELECTRICAL EMERGENCY RESPONSE PROCEDURE**

Contractors undertaking electrical maintenance and repair work must submit a suitably documented Electrical Emergency Response Procedure to be approved before work commences.