



TENDER

REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT SCMU5-AN24/25-007

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 25 February 2025

TIME: 11:00 am

Department of Public Works and Infrastructure
Corner of Nkosi Senyukele Jojo off
Ngqubusini Street,
Mount Ayliff,
4735

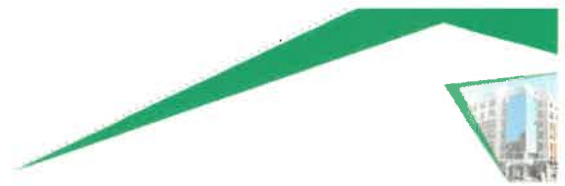
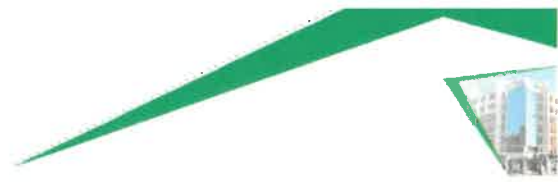


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ANNEXURE 2 – BILLS OF QUANTITIES	503 x PAGES
ANNEXURE 3– JBCCC PRO-FORMA GUARANTEE	3 x PAGES
ANNEXURE 4 – SMME SPECIFICATION	20 x PAGES
ANNEXURE 5 – GEOTECHNICAL REPORT	48 x PAGES
ANNEXURE 6 - DRAWINGS	509 x PAGES



THE TENDER



PART T1 TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors within Eastern Cape region with a CIDB Grading of **3 GB ONLY** in the following Class of works **General Building (GB)** to tender for the “ **REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT**” for a **Three (3) months** contract. The contract will be based on the JBCC Edition 6.2 of 2018 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) or from the National Treasury's tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **24 January 2025**. No bid documents will be available at departmental offices or emailed.

There will be NO briefing meeting.

Queries relating to the issue of these documents may be addressed in writing through email to: Namhla.mpiti@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to **Mr. B. Magaqa** – email: Buhle.Magaqa@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **25 February 2025**. Tenders will be open in public and results to be further published on the departmental website (www.ecdpw.gov.za/tenders)

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

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

B. TENDER SUBMISSIONS:

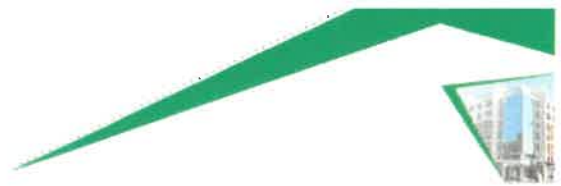
Bids must be submitted in sealed envelopes clearly marked “**SCMU5-AN24/25-007**”: “ **REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT**” must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS, Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735**

C. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on Preferential Procurement Regulations 2022.

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPR2022.



PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days**.

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM RELATED ENQUIRIES

Ms. Namhla Mpiti

Tel No: **039 254 6722 / 0823040403**

Email Address: Namhla,mpiti@ecdpcw.gov.za

TECHNICAL ENQUIRIES

Mr. Buhle Magaqa

Tel No: **0932546758 / 0827866115**

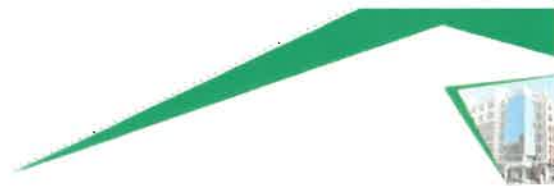
Email Address: Buhle.Magaqa@ecdpcw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



PART T1.2: TENDER DATA



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes 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 provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies

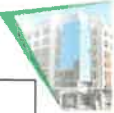
Clause number	Tender Data
3.1	The Employer is Department of Public Works and Infrastructure
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr. Buhle Magaqa Department of Public Works and Infrastructure Corner of Nkosi Senyukele Jojo off Ngqubusini Street Mt Ayliff Tel No: 0932546758 / 0827866115 Email Address: Buhle.Magaqa@ecdpw.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations
4.1	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: 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) of 25(7A) of the Construction Industry Development Regulations, for a CIDB 3 GB ONLY class of construction work; and Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the CIDB Grade 5 and above class of construction work (GB); and - the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB 3GB and above class of construction work or a value



	determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tenderer as follows JBCC Edition 6.2 of 2018 The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (Seven) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rand. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735 Physical address: Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff



	Identification details: SCMU5-AN24/25-007: “ REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT” Closing time and date: 25 February 2025 at 11:00
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Seven (7) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would



	d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.																
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.																
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. Table F.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td colspan="4">^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$														
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																	
5.7.2	The procedure for the evaluation of responsive tenders is Method 2: Administrative Compliance, Price and Preference Phase 1: Administrative requirements and Mandatory requirements Phase 2: Price and preference (80/20system)																
	1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. Bid Document (This Document must be submitted in its original format) 2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity or partnership or consortia. 5. Form of offer and Acceptance (fully completed and signed). 6. SBD 4- Declaration of Interest (fully completed and signed). SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1. 7. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive. 8. If the offer is "VAT Inclusive" the VAT registration number of service provider must be indicated and if the service provider is not a VAT vendor but included VAT in its price, the successful service provider will be given 21 days to register as VAT vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT Vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendor must include VAT at 15% in the bid offer(s). 9. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit). 10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.																



11. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.
12. Resolution to Sign (must be completed, if applicable).
13. Declaration of Employees of the State or other State Institutions.
14. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.

Other Conditions of bid (Non eliminating unless expressly mentioned in the document):

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award
2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. **A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.**
3. The bidder has duly completed and signed the **SBD 1**, and **SBD 6.1**.
4. Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead to the non-awarding of points for specific goals.**
5. The relevant designated sector: Steel Products, PVC, Concrete, and Components. The minimum threshold for local production and content: 100%.
6. **Bidders need to complete the Declaration Certificate for Local Content and Local Production to be awarded points for Specific goals allocated for Local Content. This Declaration Certificate must be completed and signed and submitted as part of the bid documentation.**
7. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
8. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
9. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
10. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J.
11. The Department will contract with the successful bidder by signing a formal contract.
12. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.
13. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
14. DPWI Policy applies.
15. Protection of personal information: Consent (POPIA).
16. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018).

2. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

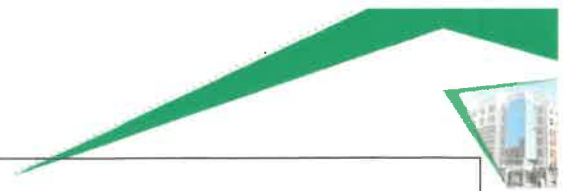
The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific Goals/Preferential Procurement Regulations 2022

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

The 80/20 preference point system for acquisition of services, works or goods not exceeding Rand value of R50 million:

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:



	$A = (1 - \frac{(P - P_m)}{P_m})$ The value of value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative Compliance, price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard within 21 days after the appointment. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The tenderer has duly completed and signed the Declaration Certificate for Local Production and Content and Local Content Declaration: Summary Schedule and submitted the documents at the closing date and time of the bid. m) the tender has offered a market-related. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. n) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.



	o) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. p) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: - Record of Addenda to Tender Documents - Proposed amendments and qualifications - Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). - SBD 1, 4, 6.1, Declaration of Local Production and Local Content. - Protection of personal content: Consent - Form of Offer and Acceptance - Complete priced Bills of Quantities, including Final Summary - Certificate of Authority for Joint Ventures
3	Other documents required for tender evaluation purposes The tenderer must provide the following returnable documents: - A CSD Report for a contractor with valid and correct information. - A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents: A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required. - In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. - In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. - In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf. - In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender. - In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.



7	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - - who is in the service of the state; or - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or - a person who is an advisor or consultant contracted with the Department or municipal entity. In the service of the state means to be - - a member of:- - any municipal council; - any provincial legislature; or - the National Assembly or the National Council of Provinces; - a member of the board of directors of any municipal entity; - an official of any Department or municipal entity; - an employee of any national or provincial department; - provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); - a member of the accounting authority of any national or provincial public entity; or - an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - - the name of that person; - the capacity in which that person is in the service of the state; and - the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	Respond to requests from the tenderer The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
11	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders
12	Scoring quality / functionality: N/A
13	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if- - due to changed circumstances, there is no longer a need for the services, works or goods requested; or - funds are no longer available to cover the total envisaged expenditure; or - no acceptable tenders are received. - Tender validity period has expired. - Gross irregularities in the tender processes and/or tender documents. - No market related offer received (after attempts of negotiation processes)



	Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the Adjudication route.
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.



PART T2

RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1, and Declaration for Local Production and Local Content
- Protection of personal content: Consent



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-AN24/25-007	CLOSING DATE:	25 February 2025	CLOSING TIME:	11:00 am
DESCRIPTION	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN ALFRED NZO DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. N. Mpiti		CONTACT PERSON	Buhle Magaqa	
TELEPHONE NUMBER	039 254 6722 / 082 304 0403		TELEPHONE NUMBER	039 254 6758/082 786 6115	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Namhla.mpiti@ecdpcw.gov.za		E-MAIL ADDRESS	Buhle.Magaqa@ecdpcw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B
TERMS AND CONDITIONS FOR BIDDING

3. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

4. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



A

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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.



Province of the EASTERN CAPE

PUBLIC WORKS & INFRASTRUCTURE



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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



2. DEFINITIONS

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 80/20 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

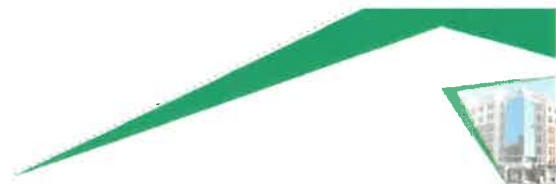
3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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



4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 80/20 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	8	
	(b) 51% to 99% black ownership	6	
	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Locality:-			
	(a) Within the Eastern Cape	6	
	(b) Outside the Eastern Cape	0	
Local Content:-			
	(a) Compliant to local content requirements	2	
	(b) Non-Compliant to local content requirements	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM



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

[TICK APPLICABLE BOX]

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....
DATE:

.....
ADDRESS:



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This declaration forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;
2. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

IN RESPECT OF BID NO.: SCMU5-AN24/25-007: REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT

ISSUED BY: (Procurement Authority / Name of Institution): EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	100%
Local content %	

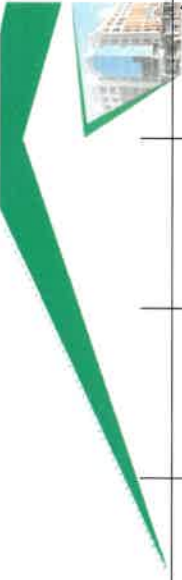
- (c) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

SIGNATURE: _____

DATE: _____

Local Content – Declaration Summary Schedule											
Bill Page No.	Bill Item No.	Description of Services Works or Goods	Unit of measure	Quantity C1	Stipulated Minimum Threshold C2	Tender price - each (excl VAT) C3	Exempted imported value. C4	Tender value net of exempted imported content. C5 (C3-C4=C5)	Imported value (R) C6	Local value (R) C7 (C1 x C3=C7)	Local content % (per item) C8
		CONCRETE									
54	2	15Mpa	m³	47	100%						
	3	15Mpa	m³	5	100%						
	4	15Mpa	m³	1	100%						
84	1, 2	15Mpa in encasing	m	11	100%						
98	9	15Mpa	m³	25	100%						
102	1	15Mpa	m³	36	100%						
105	4	15Mpa	m³	7	100%						
	5, 6	25Mpa	m³	9	100%						
		PRECAST CONCRETE									
		Lintol 110mm wide x 75mm deep	m		100%						
99	3	Plain Precast Cement Concrete (25MPa) Interlocking Paving	m²	78	100%						

Age Group	Percentage
18-24	~100%
25-34	~85%
35-44	~75%
45-54	~65%
55-64	~55%
65-74	~45%
75-84	~35%
85+	~25%

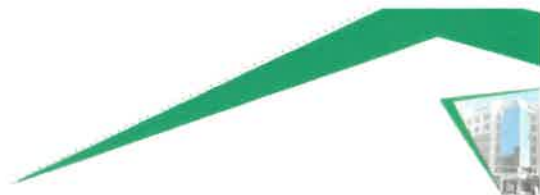


PUBLIC WORKS & INFRASTRUCTURE

[illegible]

[illegible]

[illegible]



**PROOF OF REGISTRATION ON THE
NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE**

(ATTACH HERE)



VALID COPY CIDB CERTIFICATE
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations
 - a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss,



unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.

- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

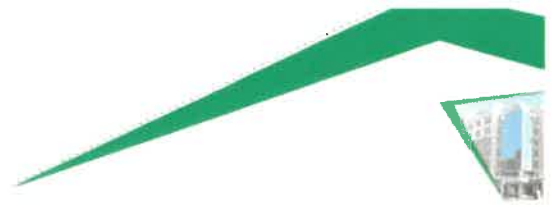
On behalf of the Client:

.....
Signature

.....
Date

.....
Position

.....
Name of Client Representative

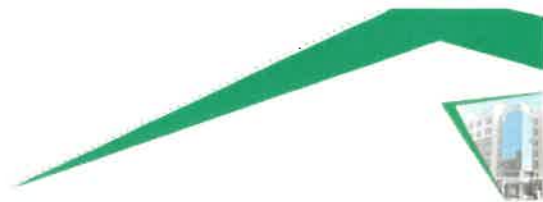


THE CONTRACT



PART C1

AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



C1.1- Form of Offer and Acceptance

Annex C (normative)

FORM OF OFFER AND ACCEPTANCE

Project title	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
SCMU number	SCMU5-AN24/25-007

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT**

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

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

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

.....

..... Rand (in words) ;

R(in figures) (or
other suitable wording)

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.

Signature

.....
Name

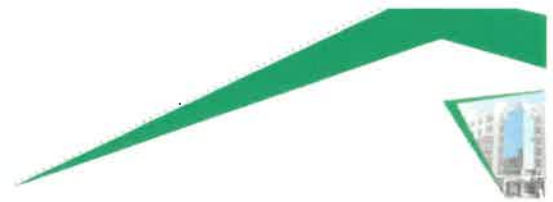
.....
Capacity

.....
for the tenderer

.....
(Name and address of organization)

Name and signature

of witness Date



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 Agreements 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 returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature

.....
Name

.....
Capacity

.....
for the Employer

.....
(Name and address of organization)

Name and signature

of witness Date

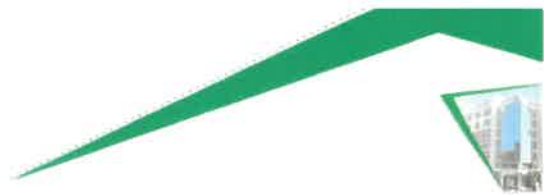
Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details



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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation 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.

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties



A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT		
SCMU NUMBER	SCMU5-AN24/25-007		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

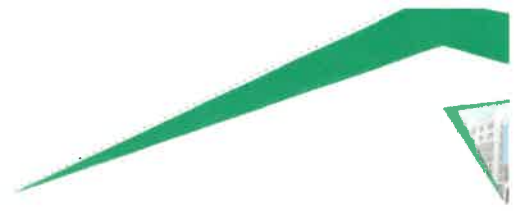
Signed

Date

Name

Position

Tenderer



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
SCMU NUMBER	SCMU5-AN24/25-007

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Signed

Date

Name

Position

Enterprise name



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

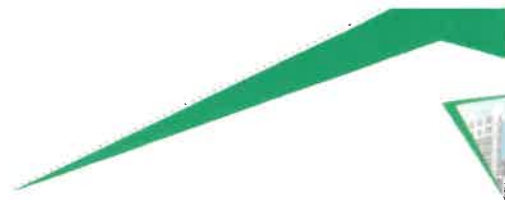
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
SCMU NUMBER	SCMU5-AN24/25-007

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....



E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
SCMU NUMBER	SCMU5-AN24/25-007
We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
5					

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

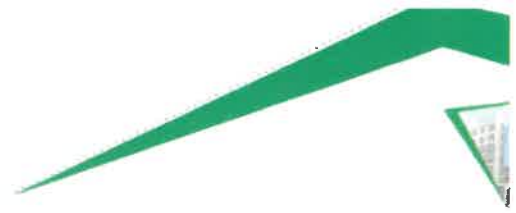
Signed

Date

Name

Position

Enterprise name



F

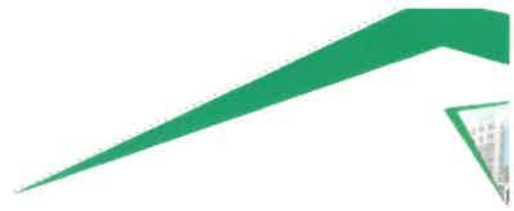
CAPACITY OF THE BIDDER

PROJECT TITLE	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
SCMU NUMBER	SCMU5-AN24/25-007
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.) <i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:		Date	
Name:		Position	
Enterprise Name:			



G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

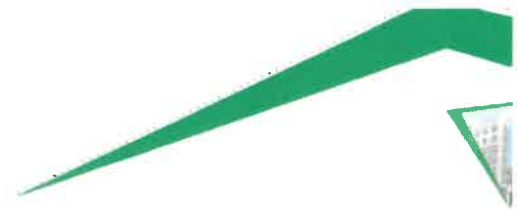
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

.....

Name

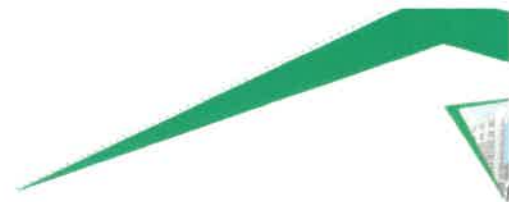
Position

.....

Enterprise name

.....

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.



!
OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING
(if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed

Date

.....

Name

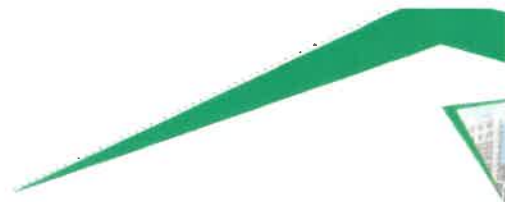
Position

.....

Enterprise name

.....

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).



J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

Name

Position

.....

Enterprise name

.....



K

Project Reference Forms – 1

Project title:	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
Project Number:	SCMU5-AN24/25-007

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

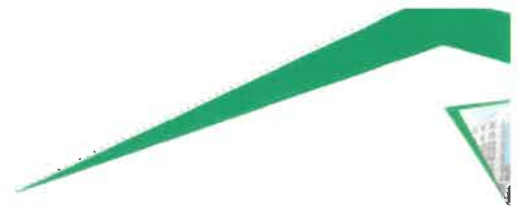
Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:



Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023.

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms - 2

Project title:	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
Project Number:	SCMU5-AN24/25-007

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

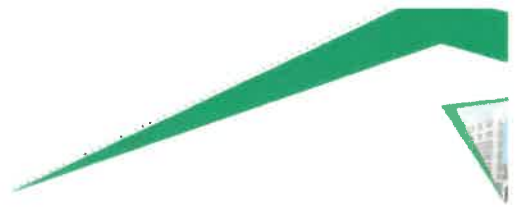
YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____



Thus signed at _____ on this _____ day of _____ 2023.

Signature of principal agent

COMPANY STAMP

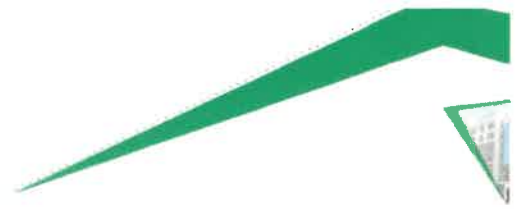
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms – 3

Project title:	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
Project Number:	SCMU5-AN24/25-007

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____



E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023.

COMPANY STAMP

Signature of principal agent

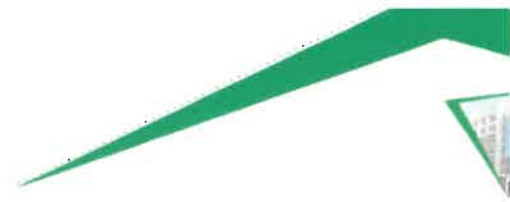
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



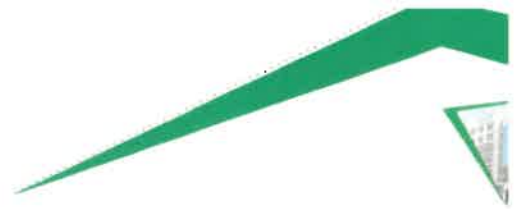
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BASELINE RISK ASSESSMENT

PROJECT TITLE	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
SCMU NUMBER	SCMU5-AN24/25-007
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).



M

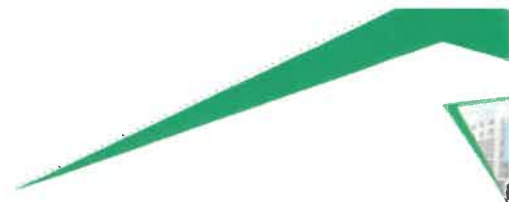
A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
PROJECT DESCRIPTION (SCOPE)	RENOVATIONS, UPGRADING AND MINOR ADDITIONS
SCMU NUMBER	SCMU5-AN24/25-007
CONTRACTOR NAME:	

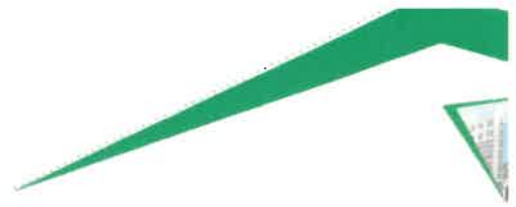
- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	Foundations:	
1.1	Concrete	
1.2	Reinforcement	
1.3	Brickwork	
2	Superstructure:	
2.1	Brickwork	
2.2	Brickwork Sundries	
2.3	Lintels (precast concrete)	
2.4	Roof Structure (Steel Structures)	
2.5	Roof Covering (Steel)	
2.6	Rainwater Goods	
2.7	Doors (Timber)	



2.8	Doors Frames (Steel)	
2.9	Aluminium windows	
2.10	Aluminium doors	
3	Internal Finishes:	
3.1	Floor Finishes (Tiling and screeds)	
3.2	Tile Skirtings	
3.3	Floor finishes and skirtings (Vinyl and screeds)	
3.4	Internal Plaster	
3.5	Internal Wall Finishes	
3.6	Ceilings	
3.7	Ceiling Finishes (Painting)	
3.8	Cornices	
3.9	Waterproofing products	
4	External Finishes:	
4.1	Bricks (all kinds)	
4.2	External Plaster	
4.3	External Wall Finishes (Painting)	
5	Fittings and Furniture:	
5.1	Ironmongery	
5.2	Sanitaryware	
5.3	Stainless Steel Fittings	
5.4	Blinds	



6	Services:	
6.1	Plumbing Pipes	
6.2	Plumbing Fittings	
7	External Works:	
7.1	Paving	
7.2	Kerbing	
7.3	Fencing	
7.4	Stormwater pipes	
7.5	Stormwater channels	
7.6	Water pipes	
7.7	Sewer Pipes	
	TOTAL	

B. CONFIRMATION

1. I.....(**Contractor name**)
acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

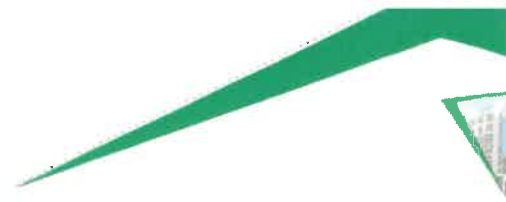
.....
Representative of the Contractor (Name)

.....
Signature

.....
Date



PART C1.2: CONTRACT DATA



The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
Reference number	SCMU5-AN24/25-007
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	MADLANGALA, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Alfred Nzo District

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Mr. Buhle Magaqa		
E-mail	Buhle.Magaqa@ecdpc.gov.za		
Mobile number		Telephone number	0932546758
Postal address	Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735	Postal Code	4735
Physical address	Corner of Nkosi Senyukele Jojo off Ngqubusini Street, Mount Ayliff, 4735	Postal Code	4735



A4.0 Principal Agent [1.1]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

A5.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

A6.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code



A7.0 Agent [1.1]

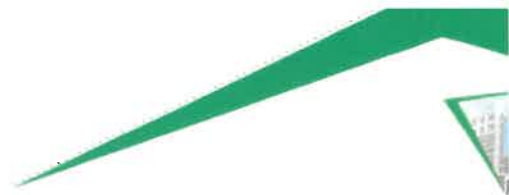
Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

A8.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

A9.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address			Postal Code
Physical address			Postal Code



A10.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

A12.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code



B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

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

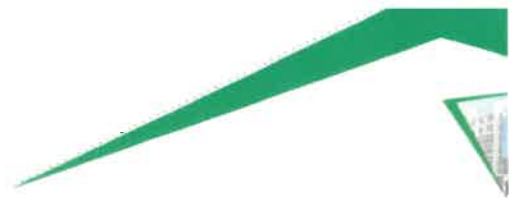
Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

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]	Three (3)

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	

Contract drawings – description	Number	Revision	Date



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]

Principal Agent

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

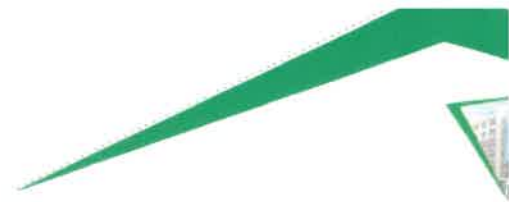
None

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor		Amount including tax	Deductible amount including tax
Yes / No:	Yes		



	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount)			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			R20 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]			R5 million	
Removal of lateral support insurance [10.1.4; 10.2]			No	
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/ No?	No	If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	
If yes, description	Taylor Bequest Hospital is a working hospital and construction will take place within this premises		
Restriction of working hours [12.1.2]		Yes / No?	
If yes, description	The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	



If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]	Yes / No?		
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		

B 10.0 Direct contractors [16.0]

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		



Extent of work [12.1.11]	
--------------------------	--

B 11.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)



--	--	--	--	--

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

B 14.0 Payments [25.0]

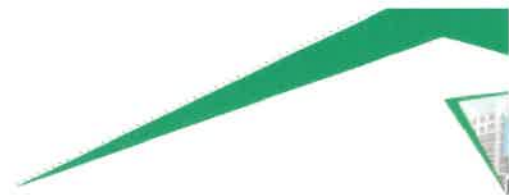
Date of month for issue of regular payment certificates [25.2]	
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Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?		Base date = Tender closing date
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]			

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body		
Applicable rules for adjudication [30.6.2]		
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	



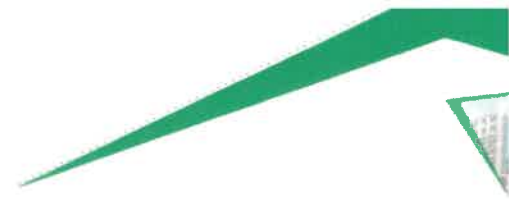
B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]			
Previous work - defects - details of previous contract(s) [B3.2]			
Inspection of adjoining properties - details [B3.3]			
Handover of site in stages - specific requirements [B4.1]			
Enclosure of the works - specific requirements [B4.2]			
Geotechnical and other investigations - specific requirements [B4.3]			
Existing premises occupied - details [B4.5]			
Services - known - specific requirements [B4.6]			
Water [B8.1]	By contractor	Yes / No?	
	By employer	Yes / No?	
	By employer – metered	Yes / No?	
Electricity [B8.2]	By contractor	Yes / No?	
	By employer	Yes / No?	
	By employer – metered	Yes / No?	
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	
	By employer	Yes / No?	
Communication facilities - specific requirements [B8.4]			
Protection of the works - specific requirements [B11.1]			
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]			
Disturbance - specific requirements [B11.5]			
Environmental disturbance - specific requirements [B11.6]			



B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**



1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® 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 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 DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

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**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and 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]

6.0 Employer's Agents

Add the following as 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**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 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 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 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

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 possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22



12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** 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)

19.0 Practical Completion

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived"

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

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

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor's** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B	Option:	
Option A		
Option B		
Guarantee for payment by employer [11.5.1; 11.10]		
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Payment methods

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

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 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
---	----------------	--

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

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



Failure to provide particulars within the period stated

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

Lump sum contract

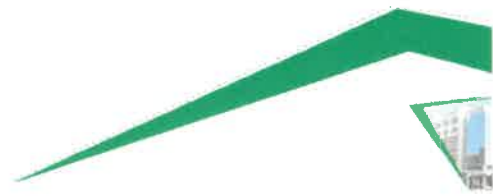
Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



PART C1.3: DISPUTE RESOLUTION MECHANISM



C1.3 CIDB ADJUDICATOR'S AGREEMENT



This agreement is made on the day of between:.....
..... (name of company / organization) of
..... (address) and.....
(name of company / organization) of
..... (address) (the Parties) and..... (name)
of (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
... and known as.
..... and these disputes or differences shall be/have been* referred to adjudication in accordance
with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may
be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
Name: _____
who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in the
presence of

SIGNED by: _____
Name: _____
who warrants that he / she is
duly authorized to sign for and
behalf of the second Party in
the presence of

SIGNED by: _____
Name: _____
the Adjudicator in the presence
of

Witness
Name: _____
Address: _____

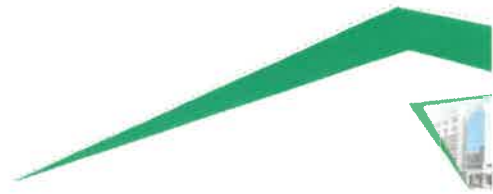
Witness:
Name _____
Address: _____

Witness:
Name: _____
Address: _____

Date: _____

Date: _____

Date: _____



Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



PART C2

PRICING DATA



PART C2.1: PRICING INSTRUCTIONS



C2.1 Pricing Instructions

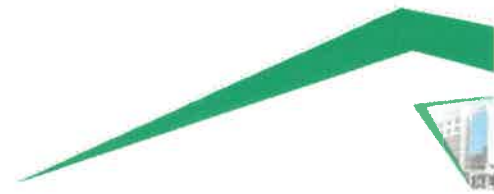
- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.



- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.



EPWP REQUIREMENTS AND SPECIFICATION



SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)

Project Name	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT	SCMU Number	SCMU5-AN24/25-007
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Introductory notes:

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods.

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. 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.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.



Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services.	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:



- a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence-agriculture is the source of income.
 - d) that who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
 - a) 55 % women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
 - 1.2.1 Definitions
 - Targeted labour: Unemployed persons who are employed as local labour on the project.
 - 1.2.2 Contract participation goals
 - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
 - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
 - 1.2.3 Terms and conditions for the engagement of targeted labour
 - Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
 - 1.2.4 Terms and conditions for the engagement of targeted labour
 - Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
 - 1.2.5 Variations to SANS 1914-5
 - 1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
 - 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
 - 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
 - 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.



- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

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

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

2 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.

3 Hand excavatable material

Hand excavatable material is material:

a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) 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:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) 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:

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) 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 degrees with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
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.

4 Trench excavation

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

5 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% Proctor density;
- 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.

6 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

8 Shaping

All shaping shall be undertaken by hand.

9 Loading

All loading shall be done by hand, regardless of the method of haulage.

10 Haul



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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing

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

15 Stone pitching and rubble concrete masonry

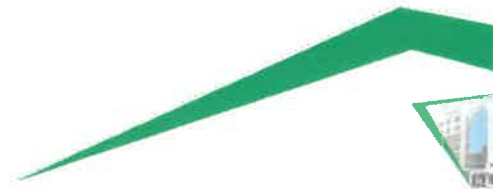
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

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.

16 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



Annex A: Skills compliance plans

(Normative)

Skills compliance base line plan		
Name of contractor:		
Contact person:	Telephone:	
Address:	Cell phone:	
	Email:	
Contract / order number:	Start date for contract / order:	
Contract title:		
Contract skills development goal (CSDG) (tick appropriate box)		
☐ Tendered / contracted CSDG = hours		
☐ Minimum CSDG calculated in accordance with standard		
Minimum CSDG calculated in accordance with the standard (complete only if applicable)		
Contract type (tick appropriate box):	Contract amount	
☐ professional service	excl VAT	R
☐ service	Less expenses (if any)	R
☐ engineering and construction works	Less allowances	R
CIDB Class of construction works, if applicable	Contract amount	R
Contract amount expressed in millions of Rand R m ①		
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ②		
Minimum contract skills development goal which the contractor is required to achieve (Gmin) = ① x ② = X = hours		
I intend achieving the CSDG as follows:		
☐ Method 1: structured work experience learning component opportunities towards a part or a full occupational qualification	 hours	
☐ Method 2: structured work experience learning opportunities for apprentices or other artisan learners	 hours	
☐ Method 3: work integrated learning opportunities for University of Technology or Comprehensive University national diploma students	 hours	
☐ Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration	 hours	
Total		
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.		



Signed	Date
Name	Position



Skills compliance report (tick appropriate box)				Date:				☐ Interim report		☐ Final report	
Name of contractor:											
Contact person:						Telephone					
Address:						Cell phone					
						email					
Contract / order number:						Start date for contract / order:					
Contract title:											
Contract skills development goal (CSDG) hours											
Method 1: structured workplace experience learning component opportunities towards a part or a full occupational qualification											
Employed by contractor											
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours			
						Start	End				
Employed by subcontractor: (state name)											
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours			
						Start	End				
Method 2: structured work experience learning component opportunities for apprentices or other artisan learners											
Employed by contractor											
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours			
						Start	End				
Employed by subcontractor: (state name)											
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours			
						Start	End				



				(where available)				

Method 3: work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students

Employed by contractor

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	

Employed by sub-contractor

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours

Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration

Employed by contractor

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

Employed by subcontractor

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.



Signed

Date

Name

Position



Annex B: Incorporating this specification in a procurement document

B1 General

B1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in the Department of Higher Education and Training's *Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts* (September 2012)

Note: The term contractor may need to be changed to "consultant" or "professional service provider" depending upon the term that is used in the form of contract that is adopted. The term "performance of the contract" may need to be replaced with "execution of an order" where the scope of work forms part of an order.

B1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with work integrated learning opportunities, structured workplace experience opportunities or structured mentorship opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified proportion of employees of the state is %. Work integrated learning opportunities / structured workplace experience opportunities / structured mentorship opportunities shall be offered to any of the persons identified in Annexure 1. Persons selected by the contractor from the list in Annexure 1 shall be seconded to the contractor under the following terms and conditions:

.....

NOTE: The annexure should inform the contractor of the opportunities which the named employees of the state require through the contract or order in order to attain a nationally accredited outcome.

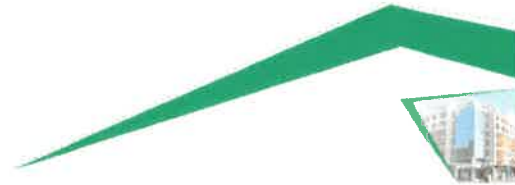
B2 Financial incentives

Financial incentives may be offered to contractors should they exceed a key performance indicator (KPI) in the performance a contract in the form of a contract skills development goal in accordance with the requirements of this standard which can be agreed to either through a negotiation process before or after a contract or order is awarded.

Financial incentives should not be confused for preferences for rewarding contractors for offering to achieve a deliverable and a financial penalty (low performance damages) for failing to deliver on obligations. The intention for offering financial incentives for the attainment of KPIs is to encourage, rather than coerce, the contractor to meet and exceed the employer's objectives.

Financial incentives can be formulated in a number of ways. The most common way is to make them linearly proportional to increases in contract participation goals. Stepped incentives may also be used. Consideration should be given to capping the quantum of the financial incentive.

Option X20 (Key Performance Indicators) of the NEC3 Engineering and Construction Contract, NEC3 Professional Service Contract and the NEC3 Term Service Contract makes provision for a contractor to be



paid an amount stated in an incentive schedule if the target stated for a key performance indicator is improved upon or achieved.

Additional conditions of contract need to be framed and included in the contract data where use is made of other forms of contract.

Note: Financial incentives are usually used where tenderers are not invited to tender contract skills development goals, but are required to accept a minimum contract skills development goal and are rewarded for performance beyond the minimum.

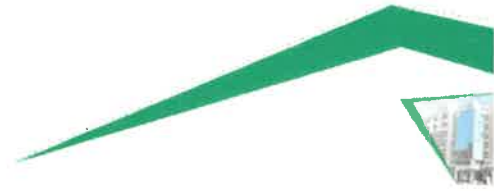
B3 Sanctions

Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

Appropriate action should be taken by employers against tenderers who are awarded contracts in preference to others on a fraudulent basis or against contractors who fail to achieve their contractual obligations relating to the development of skills. Employers have a number of sanctions and contractual remedies available to address such situations, including the in position of a financial penalty (low performance damages) more severe than the financial preference calculated at the time when tenders were evaluated or more severe than complying with contractual obligations or not awarding future orders in terms of framework agreements.



PART C2.3: BILLS OF QUANTITIES (SEE ANNEXURE 3)



<u>FINAL SUMMARY</u>		<u>Page No</u>	<u>Amount</u>
<u>Bill No</u>			
1	Preliminaries	47	
2	Alterations	53	
3	Masonry	54	
4	Roof Coverings, Etc	55	
5	Carpentry & Joinery	58	
6	Ceiling & Partitions	59	
7	Floor Coverings, Etc	60	
8	Ironmongery	63	
9	Metalwork	64	
10	Plastering	65	
11	Tiling	66	
12	Plumbing & Drainage (Provisional)	70	
13	Glazing	71	
14	Paintwork	74	
15	External Works (Provisional)	79	
16	Provisional Sums	82	
TOTAL OF BUILDING WORKS			R
Provide the Sum of R 100 000,00 (One Hundred Thousand Rand) for Contingencies to be deducted in part or all if not required.			R 100,000.00
TOTAL OF BUILDING WORKS & CONTINGENCIES			R
VAT at the rate of 15%			R
CARRIED TO TENDER FORM			R
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE			



DRAWINGS (SEE ANNEXURE 7)

Annotations at end of description i.e. (San005) refer to the Architect's specification attached to the back of these bills of quantities. Tenderers are advised to study the Architect's specification for the full intent and meaning of the relevant item



PART 3 - LIST OF DRAWINGS – SEE ANNEXURE

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure could be re-issued to the Contractor at commencement of the construction phase.

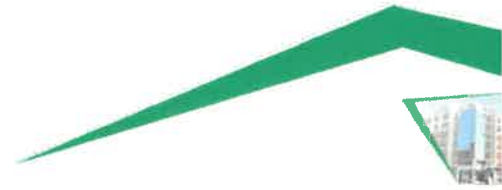
Contract drawings

DRAWINGS

DESCRIPTION

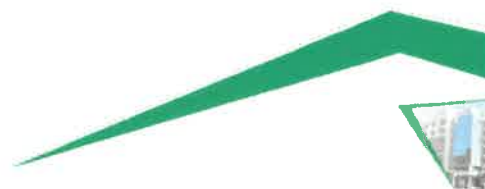
The following drawings is annexed to the Bills of Quantities

N/A



PART C3

SCOPE OF WORKS



C3 SCOPE OF WORK

C3 Scope of Work

Project Name:	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
Tender No:	SCMU5-AN24/25-007

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS

The works will consist of the following major items:

- Repairs and renovations to the clinic
- Fencing works
- Electrical/solar installations
- Backup water supply
- Driveways and walkways
- Landscaping

C3.2 METHODOLOGY OF PROJECT EXECUTION

Contractor will be given access to the works at date of Site possession. However, the facility will be operational during construction. The contractor is to make necessary means and arrangements that the daily operations of the facility are not disrupted. The contractor is to further ensure that health and safety measures are put in place during construction to protect users and workers of the facility.

All external related works (underground services, paving, roads, etc.) to be programmed and agreed with Project Manager / Principal agent

C3.3 PROJECT REVIEW

Repairs and renovations to MADLANGALA clinic

C3.4 RESTRICTIONS AND CONSTRAINTS

- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 till 17h00 daily including weekends.
- Noise must be kept to a minimum and within acceptable levels at all times
- Dust emanating from the work site must be controlled at all times.



C3.5 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be specifically identifiable at all times and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the adjacent hospital to always ensure a cohesive spirit of co-operation

C3.6 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment. Allowance for temporary construction access etc. shall be deemed to be included in contractor's price/bid. Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained.
- Identified area for site establishment shall be pointed out to prospective bidders at mandatory site inspection. The contractor shall be liable for security, fencing (if required), water, sewer, ablutions, electricity, etc. for the site establishment area. No Contractor's representatives, worker are allowed to sleep at establishment area

C3.7 ACCEPTANCE OF TENDERS

- The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

C3.8 MINIMUM WAGE

- The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

C3.9 TEMPORARY WORKS

- All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

C3.10 EMPLOYER'S DESIGN

N/A

C3.11 DESIGN BRIEF



N/A

C3.12 DRAWINGS

See drawings/Annexure's attached to this document where applicable

PART C4 SITE INFORMATION



C4.1 SITE INFORMATION

Project title:	REPAIRS AND RENOVATIONS TO MADLANGALA CLINIC IN THE ALFRED NZO DISTRICT
Project Number:	SCMU5-AN24/25-007

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions”.
(Refer to *Scope of Works C3*)

The facility is situated in the Alfred Nzo Region, under the Matatiele Local Municipality

Existing Site/Premises to be fenced at all times.

Prospective bidders are to note that it is a condition of contract that the facility shall be always fenced and secure.

GEOTECHNICAL INVESTIGATION REPORT

N/A

Item
No

Quantity

Rate

Amount

BILL NO. 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"

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 6.2 of 2018 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

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

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

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

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DEFINITIONS

A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

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

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

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

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

- (a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development, from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
- (b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply.

Clause 1.6.4 is amended by replacing it with the following:

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No clause

Fixed: _____ Value related: _____ Time
related: _____

Item

OBJECTIVE AND PREPARATION

A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time
related: _____

Item

A3.0 DOCUMENTS

Clause 3.0

Clause 3.7 is amended by the addition of the following:

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

Fixed: _____ Value related: _____ Time
related: _____

Item

A4.0 DESIGN RESPONSIBILITY

Clause 4.0

Fixed: _____ Value related: _____ Time
related: _____

Item

A5.0 EMPLOYER'S AGENTS

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3 and 34.4

Fixed: _____ Value related: _____ Time
related: _____

Item

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A6.0 SITE REPRESENTATIVE

Clause 6.0

Fixed: _____ Value related: _____ Time related: _____

Item

1 A7.0 COMPLIANCE WITH REGULATIONS

Clause 7.0

Note: The provisions herein include *inter alia*, compliance with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor

See also clause C10 of Section C - Specific Preliminaries

Fixed: _____ Value related: _____ Time related: _____

Item

A8.0 WORKS RISK

Clause 8.0

Fixed: _____ Value related: _____ Time related: _____

Item

A9.0 INDEMNITIES

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____

Item

A10.0 WORKS INSURANCES

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

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10.5 Damage to the Works

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

10.6 Injury to Persons or loss of or damage to Properties

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

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- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

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10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

A11.0 LIABILITY INSURANCES

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

A12.0 EFFECTING INSURANCES

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

Item

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A13.0 No clause A14.0 SECURITY Clause 14.0 Clauses 14.1 - 14.8 are amended by replacing them with the following: 14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) 14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor 14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected. 14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected: 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty one (21) calendar days from commencement date Carried To Trade Summary Bill No. 1 Preliminaries DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE	Item		
			R

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

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

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

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

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

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

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

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

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable construction guarantee shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable

Fixed:_____ Value related:_____ Time related:_____

Item

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EXECUTION

A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2 and 15.1.4

Fixed: _____ Value related: _____ Time related: _____

A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Fixed: _____ Value related: _____ Time related: _____

Item

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A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed:_____ Value related:_____ Time related:_____ A19.0 ASSIGNMENT Clause 19.0 Fixed:_____ Value related:_____ Time related:_____ A20.0 NOMINATED SUB-CONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No Clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed:_____ Value related:_____ Time related:_____ A21.0 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No Clause Fixed:_____ Value related:_____ Time related:_____ Carried To Trade Summary Bill No. 1 Preliminaries DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE	Item Item Item Item	R
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A22.0 EMPLOYER’S DIRECT CONTRACTORS

Clause 22.0

Fixed: _____ Value related: _____ Time related: _____

Item

A23.0 CONTRACTOR’S DOMESTIC SUBCONTRACTORS

Clause 23.0

Fixed: _____ Value related: _____ Time related: _____

Item

COMPLETION

A24.0 PRACTICAL COMPLETION

Clause 24.0

Fixed: _____ Value related: _____ Time related: _____

Item

A25.0 WORK’S COMPLETION

Clause 25.0

Fixed: _____ Value related: _____ Time related: _____

Item

A26.0 FINAL COMPLETION

Clause 26.0

Fixed: _____ Value related: _____ Time related: _____

Item

A27.0 LATENT DEFECTS LIABILITY PERIOD

Clause 27.0

Fixed: _____ Value related: _____ Time related: _____

Item

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A28.0 SECTIONAL COMPLETION

Clause 28.0

Fixed: _____ Value related: _____ Time
related: _____

Item

A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 29.0

Fixed: _____ Value related: _____ Time
related: _____

Item

A30.0 PENALTY FOR NON-COMPLETION

Clause 30.0

Fixed: _____ Value related: _____ Time
related: _____

Item

PAYMENT

A31.0 INTERIM PAYMENT TO THE CONTRACTOR

Clause 31.0

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

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31.8(A).3 Ninety nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

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R

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____

A32.0 **ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value related: _____ Time related: _____

Item

A33.0 **RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Clause 33.2 is amended by adding the following clauses:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract

33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract

33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract

33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any **contract instructions** and/or orders in writing given in terms of the contract

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33.2.13 the **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Fixed: _____ Value related: _____ Time related: _____

Item

A34.0 FINAL ACCOUNT AND FINAL PAYMENT

Clause 34.0

Clause 34.13 is amended by replacing “seven (7) **calendar days**” with “twenty one (21) **calendar days**” and deleting the words “subject to the **employer** giving the **contractor** a tax invoice for the amount due”

Fixed: _____ Value related: _____ Time related: _____

Item

A35.0 PAYMENT TO OTHER PARTIES

Clause 35.0

Fixed: _____ Value related: _____ Time related: _____

Item

CANCELLATION

A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “**principal agent**” with “**employer**”

Clause 36.0 is amended by the addition of the following clause:

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36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE

Clause 37.0

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT

Clause 38.0

Clause 38.0 is amended by the addition of the following clause:

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38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

A39.0 CANCELLATION - CESSATION OF THE WORKS

Clause 39.0

Fixed: _____ Value related: _____ Time related: _____

Item

A40.0 DISPUTE SETTLEMENT

Clause 40.0

Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs

Fixed: _____ Value related: _____ Time related: _____

Item

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SUBSTITUTE PROVISIONS

A41.0 STATE CLAUSES

Clause 41.0

Fixed:_____ Value related:_____ Time
related:_____

CONTRACT VARIABLES

THE SCHEDULE (DPW04EC)

A42.0 PRE-TENDER INFORMATION

Clause 42.0

Tenderers are referred to the Contact Variables and
Notes to Tenderers (EC) for variables pertaining to this
contract

Fixed:_____ Value related:_____ Time
related:_____

Item

Item

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SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

B1.1 Definitions and Interpretation

Fixed: _____ Value related: _____ Time related: _____

Item

B2.0 DOCUMENTS

B2.1 Checking of documents

Fixed: _____ Value related: _____ Time related: _____

Item

B2.2 Provisional bills of quantities

Fixed: _____ Value related: _____ Time related: _____

Item

B2.3 Availability of construction documentation

Fixed: _____ Value related: _____ Time related: _____

Item

B2.4 Interests of agents

Fixed: _____ Value related: _____ Time related: _____

Item

B2.5 Priced documents

Fixed: _____ Value related: _____ Time related: _____

Item

B2.6 Tender submission

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (DPW07)"

Fixed: _____ Value related: _____ Time related: _____

Item

B3.0 THE SITE

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B3.1 Defined works area

Fixed: _____ Value related: _____ Time related: _____

Item

B3.2 Geotechnical investigation

Fixed: _____ Value related: _____ Time related: _____

Item

B3.3 Inspection of the site

Tenderers shall complete the Site Inspection Certificate (DW16 EC) included in the tender documents and return the same with the tender submission.

Fixed: _____ Value related: _____ Time related: _____

Item

B3.4 Existing premises occupied

Fixed: _____ Value related: _____ Time related: _____

Item

B3.5 Previous work - dimensional accuracy

Fixed: _____ Value related: _____ Time related: _____

Item

B3.6 Previous work - defects

Fixed: _____ Value related: _____ Time related: _____

Item

B3.7 Services - known

Fixed: _____ Value related: _____ Time related: _____

Item

B3.8 Services - unknown

Fixed: _____ Value related: _____ Time related: _____

Item

B3.9 Protection of trees

Fixed: _____ Value related: _____ Time related: _____

Item

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B3.10 Articles of value

Fixed: _____ Value related: _____ Time related: _____

Item

B3.11 Inspection of adjoining properties

Fixed: _____ Value related: _____ Time related: _____

Item

B4.0 MANAGEMENT OF CONTRACT

B4.1 Management of the works

Fixed: _____ Value related: _____ Time related: _____

Item

B4.2 Programme for the works

Fixed: _____ Value related: _____ Time related: _____

Item

B4.3 Progress meetings

Fixed: _____ Value related: _____ Time related: _____

Item

B4.4 Technical meetings

Fixed: _____ Value related: _____ Time related: _____

Item

B4.5 Labour and plant records

Fixed: _____ Value related: _____ Time related: _____

Item

B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS

B5.1 Samples of materials

Fixed: _____ Value related: _____ Time related: _____

Item

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B5.2 Workmanship samples

Fixed: _____ Value related: _____ Time related: _____

Item

B5.3 Shop drawings

Fixed: _____ Value related: _____ Time related: _____

Item

B5.4 Compliance with manufacturers' instructions

Fixed: _____ Value related: _____ Time related: _____

Item

B6.0 TEMPORARY WORKS AND PLANT

B6.1 Deposits and fees

Fixed: _____ Value related: _____ Time related: _____

Item

B6.2 Enclosure of the works

Fixed: _____ Value related: _____ Time related: _____

Item

B6.3 Advertising

Fixed: _____ Value related: _____ Time related: _____

Item

B6.4 Plant, equipment, sheds and offices

Fixed: _____ Value related: _____ Time related: _____

Item

B6.5 Main notice board

Fixed: _____ Value related: _____ Time related: _____

Item

B6.6 Subcontractors' notice board

Fixed: _____ Value related: _____ Time related: _____

Item

B7.0 TEMPORARY SERVICES

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B7.1 **Location**

Fixed: _____ Value related: _____ Time related: _____

Item

B7.2 **Water**

Fixed: _____ Value related: _____ Time related: _____

Item

B7.3 **Electricity**

Fixed: _____ Value related: _____ Time related: _____

Item

B7.4 **Telecommunication facilities**

Fixed: _____ Value related: _____ Time related: _____

Item

B7.5 **Ablution facilities**

Fixed: _____ Value related: _____ Time related: _____

Item

B8.0 **PRIME COST AMOUNTS**

B8.1 **Responsibility for prime cost amounts**

Fixed: _____ Value related: _____ Time related: _____

Item

B9.0 **ATTENDANCE ON N/S SUBCONTRACTORS**

B9.1 **General attendance**

The schedule rates providing for attendance on **nominated subcontractors** and other **contractors**, will be adjusted only if the scope of the work has changed.

Fixed: _____ Value related: _____ Time related: _____

Item

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B9.2 Special attendance

Fixed: _____ Value related: _____ Time related: _____

Item

B9.3 Commissioning - fuel, water and electricity

Fixed: _____ Value related: _____ Time related: _____

Item

B10.0 FINANCIAL ASPECTS

B10.1 Statutory taxes, duties and levies

Fixed: _____ Value related: _____ Time related: _____

Item

B10.2 Payment for preliminaries

Fixed: _____ Value related: _____ Time related: _____

Item

B10.3 Adjustment of preliminaries

Fixed: _____ Value related: _____ Time related: _____

Item

B10.4 Payment certificate cash flow

Fixed: _____ Value related: _____ Time related: _____

Item

B11.0 GENERAL

B11.1 Protection of the works

Fixed: _____ Value related: _____ Time related: _____

Item

B11.2 Protection / isolation of existing / sectionally occupied works

Fixed: _____ Value related: _____ Time related: _____

Item

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B11.3 Security of the works

Fixed: _____ Value related: _____ Time related: _____

Item

B11.4 Notice before covering work

Fixed: _____ Value related: _____ Time related: _____

Item

B11.5 Disturbance

Fixed: _____ Value related: _____ Time related: _____

Item

B11.6 Environmental disturbance

Fixed: _____ Value related: _____ Time related: _____

Item

B11.7 Works cleaning and clearing

Fixed: _____ Value related: _____ Time related: _____

Item

B11.8 Vermin

Fixed: _____ Value related: _____ Time related: _____

Item

B11.9 Overhand work

Fixed: _____ Value related: _____ Time related: _____

Item

B11.10 Instruction manuals and guarantees

Fixed: _____ Value related: _____ Time related: _____

Item

B11.11 As built information

Fixed: _____ Value related: _____ Time related: _____

Item

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B11.12 Tenant installations

Fixed: _____ Value related: _____ Time
related: _____

Item

B12.0 SCHEDULE OF VARIABLES

B12.1 Pre-tender information

Fixed: _____ Value related: _____ Time
related: _____

Item

This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**.

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [] brackets

12.1 PRE TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] *The quantities are provisional*
No

12.1.2 Availability of construction documentation

[2.3] *Construction documentation is complete*
Yes

12.1.3 Interests of agents

[2.4] Details:
Nil

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12.1.4 **Defined works area**
[3.1] Details:

The work area will be pointed out by the principal agent to the contractor who will sign a written acknowledgement therefor before commencing operations.

12.1.5 **Geotechnical investigation**
[3.2] Details:

A preliminary geotechnical assessment has been carried out by the geotechnical engineer and is summarised below..

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12.1.6 **Existing premises occupied**

[3.4] Specific requirements:

Not applicable.

12.1.7 **Previous work - dimensional accuracy**

[3.5] Details:

Not applicable.

12.1.8 **Previous work - defects**

[3.6] Details:

12.1.9 **Services - known**

[3.7] Details:

*Should the **contractor** encounter any existing services such as underground cables, pipes or sewer during the execution of the **works** he shall notify the **principal agent** immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the **principal agent**.*

12.1.10 **Protection of trees**

[3.9] Specific requirements:

Only those trees and shrubs indicated as such on the drawings shall be removed or cut back. The remainder of the trees and shrubs shall be left undamaged.

12.1.11 **Inspection of adjoining properties**

[3.11] Specific requirements:

*The **contractor** shall make his own arrangements with owners of adjoining properties in order to execute the **works**.*

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12.1.12 **Enclosure of the works**

[6.2] Specific requirements:

*The **contractor** shall provide, erect, alter as necessary, maintain, remove and make good on completion of the works suitable hoardings, complete with gantries, fans, safety screens, barriers, guard railing, access gates, covered gangways, steel sections at crane lifts, splayed corners, returned ends, etc. as indicated on the drawings and as necessary for the enclosure of the **works** and the protection of the public, all to the satisfaction of **principal agent** and the Local Authority.*

12.1.13 **Offices**

[6.4.3] Specific requirements:

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

12.1.14 Main notice board

[6.5] Specific requirements:

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

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12.1.15 **Subcontractors' notice board**

[6.6] Specific requirements:

No

12.1.16 **Water**

[7.2] Option A (by **contractor**)

Yes

12.1.17 **Electricity**

[7.3] Option A (by **contractor**)

Yes

12.1.18 **Telecommunications**

[7.4] Telephone

Yes

Facsimile

Yes

E-mail

Yes

12.1.19 **Ablution facilities**

[7.5] Option A (by **contractor**)

Yes

12.1.20 **Protection of existing/sectionally occupied works**

[11.2] Protection is required

No

12.1.21 **Special attendance**

[9.2] **Subcontractors** (1) details:

Subcontractors (2) details:

Subcontractors (3) details:

Subcontractors (4) details:

12.1.22 **Protection of works**

[11.1] Specific requirements:

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12.1.23 **Disturbance**

[11.5] Specific requirements:

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

12.1.24 **Environmental disturbance**

[11.6] Specific requirements:

12.2 **POST-TENDER INFORMATION**

12.2.1 **Payment of preliminaries**

[10.2] Option A (pro-rated)

(Yes/No)

Option B (calculated)

(Yes/No)

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories)

(Yes/No)

Option B (detailed breakdown)

(Yes/No)

12.2.3 **Additional agreed preliminaries items**

Details:

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SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1 CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to

enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent

Fixed: _____ Value related: _____ Time related: _____

Item

C2 GENERAL PREAMBLES

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____

Item

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C3 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

Item

C4 IMPORTED MATERIALS AND EQUIPMENT

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 (DPW23EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____

Item

C5 - C9 SECURITY CLAUSES

Clause C5 - C9: Viewing of site in security areas, commencement of work in security areas, entrance permits to security areas, security check on personnel, prohibition on taking photographs are not applicable.

Fixed: _____ Value related: _____ Time related: _____

Item

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C10 HIV/AIDS AWARENESS

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

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (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.

C10.1 AWARENESS CAMPAIGN

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

Fixed: _____ Value related: _____ Time related: _____

Item

C10.2 AWARENESS WORKSHOPS

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

Fixed: _____ Value related: _____ Time related: _____

Item

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C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

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

Fixed: _____ Value related: _____ Time related: _____

Item

C10.4 ACCESS TO CONDOMS

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

Fixed: _____ Value related: _____ Time related: _____

Item

C10.5 MONITORING

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

Fixed: _____ Value related: _____ Time related: _____

Item

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C11 - OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply with all the requirements 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 A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

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

Fixed: _____ Value related: _____ Time related: _____

Item

CONTRACT VARIABLES

THE SCHEDULE

Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder.

41.0 PRE-TENDER INFORMATION

41.1 CONTRACTING AND OTHER PARTIES

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41.1.1 **Employer:** *As per tender advert*
 Postal address: *As per tender advert*
As per tender advert

[1.2] Physical address: *As per tender advert*

41.2 **CONTRACT DETAILS**

41.2.1 **Works** description :

As per tender advert

41.2.2 **Site** description :

As per tender advert

41.2.3 Work or installations by **direct contractors** :
 [22.2]

41.2.4 Specific options that are applicable to a **State**
 organ
 [41.0] only

Where so:
 [31.11.2#] (1) Interest rate legislation
Will be in terms of the legislation of the
Republic of South Africa

[11.2#] (2) Lateral support insurance to be effected
 by the **contractor**
 Yes

[31.4.2#] (3) Payment will be made for **materials and**
goods
 Yes

[40.2.2#] (4) Dispute resolution by litigation
 Yes

[26.1.2#] (5) Extended **defects** liability period
 applicable to the following elements:

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41.2.5 Possession of the **site** is intended to be given on

[15.2.1#]

To be announced

41.2.6 Period for the commencement of the **works** after the

[15.3] **contractor** takes possession of the **site**:

Five (5) Working days

41.2.7 For the **works** as a whole:

[24.3.1] The date for **practical completion**:

.. Months after date of acceptance of tender inclusive of all statutory and builders holidays

[30.1] The **penalty** per **calender day**:

.. cents per R100 of the contact sum (exclusive of VAT) per calender day

41.2.8 For the **works** in sections:

Section 1

[24.3.1] The date for **practical completion**:

[28.1] The **penalty** per **calender day**:

Section 2

[24.3.1] The date for **practical completion**:

[28.1] The **penalty** per **calender day**:

Section 3

[24.3.1] The date for **practical completion**:

[28.1] The **penalty** per **calender day**:

41.2.9 The **law** applicable to this **agreement** shall be that of

[1.2] *South Africa*

41.3 **INSURANCES**

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41.3.1 Contract works insurance to be effected by
[10.1#, 10.2#, 12.1#] **Contractor**

For the sum of
Contract sum plus 20 percent

With a deductible of
To be paid by the contractor in any event

41.3.2 Supplementary insurance is required
[10.1#, 10.2#, 12.1#] **Yes, SASRIA by the contractor**

41.3.3 Public liability insurance to be effected by
[11.1#, 12.1#] **Contractor**

For the sum of
R 10,000,000.00 (Ten Million Rand)

With a deductible of
To be paid by the contractor in any event

41.3.4 Support insurance to be effected by
[11.1#, 12.1#] **Not Applicable**

For the sum of

With a deductible of

41.4 **DOCUMENTS**

42.4.1 Waiver of the contractor's lien or right of
continuing possession is required
[3.3, 15.1.3, 31.16.2#]
Yes

42.4.2 Construction document copies to be supplied to
the
[3.7] **contractor** free of charge
3 copies

42.4.4 On acceptance of the tender the **bills of
quantities** is
[15.1.1] *to be submitted within working days*
10 (Ten)

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Madlangala Clinic Repairs & Renovations

Bill No. 1

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**BILL No. 2 ALTERATIONS (CPAP Work
Group No.102 Unless Otherwise
Stated)**

NOTE:

The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section.

Tenderers are advised to visit the site and to inspect the works in conjunction with the drawings in order to ascertain the exact nature and extent of the work to be done. The work is to be carried out in sections in accordance with the Architect's instructions in such a manner as to cause the minimum of nuisance and delay and the various sections are to be handed over for occupation as soon as they are completed and Tenderers must allow accordingly for this in their pricing.

The Contractor will be held solely responsible for checking all floor levels and dimensions in the existing building in order that the new extensions may be correctly lined up. Should any discrepancies be found in the Architect's drawings he should be asked for a decision before continuing with the work.

The Contractor will be held solely responsible for any damage to persons and property, for the safety of the new and existing structure throughout the whole of the contract and must make good at his own expense any damage that may occur.

Old materials, which are to become the property of the Contractor as they are pulled down, together with all building debris from any cause whatsoever, are to be immediately carted away and the site left clean and unencumbered. Allow for watering the works sufficiently to prevent nuisance from dust.

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Bill No. 2
Alterations

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Allow for giving notice to local or other authorities for disconnecting electric light, water and drainage mains and removing telephone wires, etc, and pay all fees in connection therewith and afford every facility to the workmen carrying out this work.

All materials in this section are measured as new except where old material is specifically mentioned as being re-used.

Old materials, if sound and suitable and approved by the Architect, may be re-used in the new structure. This applies particularly to timber which may be re-used for joists, brandering, fittings, etc and broken bricks and other similar material which may be used as filling and hardcore.

Wherever old materials are used instead of the new materials measured, an adjustment will be made by the Quantity Surveyor in the final settlement of accounts by deducting the net cost of the new materials and crediting the Contractor with the amount, if any, allowed by him for the old materials.

Where door and window openings, etc, are specified to be filled in, or where jambs, cills, etc are specified to be built up, brickwork shall be of hard burnt clay stock bricks in 5.1 cement mortar unless otherwise specified, cut, toothed and bonded into existing brickwork and pinned up as required with slates or other hard materials. Brickwork built to fair face or in facings is to be of bricks and pointed to match existing. Plaster is to be 5.1 cement plaster unless otherwise specified.

Where lintols are specified as precast concrete the prices are to include for breaking out brickwork over for and inserting precast prestressed cement concrete (30MPa) lintol with 230mm bearing on each end size 108 x 75mm deep for each half brick thickness of wall.

The term "take out" includes all work taken out, taken up, taken down, taken off, etc ; the term "break up" includes all work broken up, broken down, broken off, etc and the term "hack off" includes all work hacked off, hacked up, hacked down, etc.

The term "make good" is to include all labour and material required to match existing work.

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The terms "take out and remove door", "take out and remove window", "carefully take out, set aside for re-use and later refix window in new position", etc are to include all materials connected with such door or window such as doors, windows, fanlights, frames, ironmongery, glass, architraves, beads, fillets, cramps, dowels, etc.

The terms "take out and remove sink unit", "take out and remove lavatory basin", "carefully take out, set aside for re-use and later refix W.C. suite in new position", etc are to include all materials connected with such sanitary fittings such as brackets, cisterns, taps, traps, flushing valves, flush pipes, etc and are to include for the cutting back and stopping off of supply and waste pipes.

Strutting, shoring, etc. incidental to the alterations shall be deemed to be included in the descriptions.

The terms "take out and remove sink unit", "take out and remove lavatory basin", "carefully take out, set aside for re-use and later refix W.C. suite in new position", etc are to include all materials connected with such sanitary fittings such as brackets, cisterns, taps, traps, flushing valves, flush pipes, etc and are to include for the cutting back and stopping off of supply and waste pipes.

Break Up And Remove Mass Concrete In

1	Surface bed, ramp, shower tray, etc.	m3	1
2	Steps.	m3	1

Break Down And Remove Brickwork, Etc In

3	Half brick wall.	m2	10
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Take Down And Remove Roofs, Floors, Panelling, Ceilings, Partitions, Etc.

4	Softboard ceiling including cornices and bandering.	m2	36
5	Fibre cement gutter and fascia.	m	38

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Alterations

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<u>Take Out And Remove Sundry Joinery Work, Etc.</u>			
1	Timber cupboard not exceeding 2000 x 600 x 900mm high.	No	4
<u>Take Up And Remove Vinyl Floor Coverings, Carpeting, Etc. And Prepare Screed For New Floor Covering</u>			
2	Vinyl floor tiling.	m2	24
<u>Take Out And Remove Ironmongery, Etc.</u>			
3	Chromium plated towel rail not exceeding 1000mm long.	No	2
<u>Take Out And Remove Piping, Sanitary Fittings, Etc. Including Disconnecting Piping From Fittings And Making Good Screeded Floor And Plastered Wall Finishes</u>			
4	Vitreous china wash hand basin.	No	2
5	5000 Litre plastic rainwater tank, set aside for re-use and later fix on concrete base.	No	2
<u>Take Out And Remove Glass And Mirrors</u>			
6	Mirror size 380 x 380mm high from wall.	No	2
<u>Make Good Internal Cement Plaster</u>			
7	Wall where half brick wall demolished.	m	6
<u>Break Out, Remove And Alter</u>			
8	Steel window size 1511 x 1245mm high in one brick wall, build in aluminium window size 1500 x 1200mm, brick up and make good plastered wall both sides including to reveals (window and cills elsewhere measured).	No	4
9	Steel window size 1511 x 949mm high in one brick wall and form window opening size 1500 x 1200mm high overall by breaking out brickwork under, build in aluminium, brick up and make good plastered wall both sides including to reveals (window and cills elsewhere measured).	No	1
Carried To Trade Summary			R
Bill No. 2 Alterations DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE			

1	Timber door and frame size 930 x 2090mm high in one brick wall, build in timber door frame size 930 x 2090mm (elsewhere measured), brick up, form screeded threshold and make good plastered wall both sides including to reveals. <u>Cut Through Brick Or Concrete Wall For And Form Plain Opening. Insert Precast Concrete Lintel Over. Brick Up. Form Screeded Threshold And Make Good Including To Plaster Both Sides And To Reveals.</u>	No	4		
2	Plain opening size 2800 x 2800mm high in one brick wall. <u>Cut Through Brick Wall For And Form Window Opening. Build In Window Frame. Insert Precast Concrete Lintel Over. Brick Up And Make Good Including To Plaster Both Sides And To Reveals (Window And Cills Elsewhere Measured).</u>	No	2		
3	Opening for window size 1500 x 1200mm high in one brick wall. <u>Decanting</u>	No	2		
4	Allow for decanting during construction		Item		50,000.00
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Bill No. 2 Alterations DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					

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Bill No. 2
Alterations
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

[illegible]

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO. 4 ROOF COVERINGS, ETC. CPAP Work Group No. 122 Unless Otherwise Stated</u>				
<u>PROFILED METAL SHEETING CPAP Work Group No. 124 Unless Otherwise Stated</u>				
<u>Rain Water Goods</u>				
<u>0.6mm Thick Watertite Seamless Pre-Painted Aluminium Ogee Gutter, Rainwater Pipe And Accessories In Long Lengths</u>				
1	125 x 85mm Eaves gutter fixed to fibre cement fascia.	m	190	
	<u>Extra for</u>			
2	Stopped end.	No	10	
3	Outlet with nozzle for 75 x 100mm rainwater pipe.	No	7	
	<u>(End Of Extra For)</u>			
4	50 x 75 x 0,6mm Rectangular section fluted rainwater pipe fixed 25mm clear of walls with galvanised sheet iron ears screwed to and including 200 x 70 x 22mm chamfered and oiled hardwood blocks plugged to wall.	m	22	
	<u>Extra For</u>			
5	Shoe.	No	11	
6	Bend.	No	2	
7	Swanneck 500mm projection.	No	22	
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Bill No. 4 Roof Coverings, Etc DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 5 CARPENTRY & JOINERY (CPAP Work Group No. 126 Unless Otherwise Stated)</u>				
<u>CARPENTRY</u>				
<u>EAVES AND VERGES</u>				
<u>4mm Cladit Fibre Reinforced Cement Sheets With 20mm Half Round Wrot Meranti Cover Strips Over Joints, Fixed With Cadmium Plated Nails</u>				
1	Horizontal eaves soffit lining in approximately 400mm widths fixed to and including 38 x 50mm sawn Pine bandering along both edges.	m2	16	
<u>Everite Medium Density Plain Fibre Reinforced Cement Fascia Cut To Lengths And Butt Jointed With Galvanised H-Profile Steel Jointing Strips And Fixed With Countersunk Brass Screws</u>				
2	12 x 225mm Fascia or bargeboard.	m	80	
<u>Wrot Meranti</u>				
3	19mm Quadrant bead.	m	86	
<u>JOINERY</u>				
All joinery unless otherwise specified, is to be wrot on all surfaces and prices are to include for this, including leaving clean, smooth, free from tool marks and for rounded arrises. The sizes of all timbers for joinery are to hold to the full sizes specified. Commercial veneer shall refer to veneer to be painted. South African Pine shall be referred to as Pine. -----				
<u>DOORS, ETC</u>				
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Bill No. 5 Carpentry & Joinery DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

Red Meranti

1	44mm Framed, ledged and braced batten door finished flush on internal face with 4mm matching plywood, (Hung) size 813 x 2032mm.	No	4
2	44mm Framed, ledged and braced batten door in two leaves with rebated meeting stiles finished flush on internal face with 4,5mm plywood, (Hung folding) size 1511 x 2032mm.	No	4
<u>Semi-Solid Core Flush Doors Finished On Both Faces With Commercial Veneer With Two Concealed Edges</u>			
3	40mm Door, (Hung) size 813 x 2032mm.	No	4
4	40mm Door in two leaves with rebated meeting stiles, (Hung folding) size overall 1511 x 2032mm.	No	2
5	Extra for forming opening for louvre unit size 400 x 300mm.	No	6

FRAMES. ETC

Frames And Linings (Framed)

Red Meranti

6	76 x 102mm Rebated and angle rounded frame for door size 813 x 2032mm.	No	5
---	--	----	---

Mouldings And Sundries

Red Meranti

7	19mm Quadrant bead.	m	10
8	44 x 70mm Splayed and rebated weatherboard, screwed to and including groove in door with heads of screws sunk and pelleted.	m	4

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Bill No. 5
Carpentry & Joinery
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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Carpentry & Joinery
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<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 6CEILINGS, PARTITIONS AND ACCESS FLOORING</u>				
Note:				
The sizes of all sawn and wrot timbers are to hold to the full sizes specified.				
South African Pine shall be referred to as Pine.				
All items in this section are to be fixed, unless otherwise described, by spiking to wood.				
Bolts for items described as bolted are measured elsewhere.				
Items described as plugged are plugged and screwed to brickwork or concrete.				

<u>NAILED UP CEILINGSCPAP Work Group No 129 Unless Otherwise Stated</u>				
<u>4mm Cladit Fibre Reinforced Cement Sheets With 20mm Half Round Wrot Pine Cover Strips Over Joints</u>				
1	Horizontal ceilings fixed to and including 38 x 50mm sawn Pine brandering at 400mm centres in one direction only and with additional brandering at outer edges of rooms and along joints of ceiling plates.	m2	30	
2	Extra over ceilings for trapdoor size 900 x 900mm in clear including all sawn and wrot Pine framing, coverstrips, etc covered with ceiling board and fitted flush with ceiling.	No	1	
<u>Rhino Gypsum Plasterboard Cornice With Bottom Edge Fixed To Walls With Steel Nails</u>				
3	75mm Coved cornice.	m	90	
Carried To Final Summary				R
Bill No. 6 Ceiling & Partitions DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

Item
No

Quantity

Rate

Amount

**BILL No. 7 FLOOR COVERINGS,
WALL LININGS, ETC (CPAP Work
Group No. 130 Unless Otherwise
Stated)**

Note:

Floor coverings are laid on screeded surfaces and wall linings on plastered surfaces unless otherwise described.

FLOOR COVERINGS

2mm Thick Fully Flexible Vinyl Floor Sheetting Of
Specified Colour Laid With Adhesive And Including
Welded Joints

1	On floors.	m2	85	
2	Circular cutting.	m	3	
	<u>Vinyl Accessories Of Specified Colour Fixed With Adhesive</u>			
3	70mm High skirting.	m	103	

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Bill No. 7
Floor Coverings, Etc
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

<u>Item No</u>			<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 8IRONMONGERY(CPAP Work Group No. 132 Unless Otherwise Stated)</u>					
Note:					
Ironmongery is fixed to timber unless otherwise described.					

<u>IRONMONGERY TO DOORS, FRAMES, ETC</u>					
<u>Hinges, Bolts, Etc</u>					
1	100mm Brass butts.	No	10		
2	150mm Brass flush bolt and keep.	No	4		
<u>Locks, Etc</u>					
3	38mm Union 3122 padlock.	No	3		
4	Union CZ682-24SC/2252-76SC mortice lockset.	No	5		
<u>Catches, Cabin Hooks, Etc</u>					
<u>BATHROOM FITTINGS</u>					
5	19mm Diameter chromium plated towel rail 600mm long with two chromium plated capped end brackets plugged to wall.	No	6		
6	32mm Diameter Chairman Industries (Tel. 011 624-1222) code DL2 stainless steel side grab rail plugged to wall.	No	1		
7	Ditto, but code SR2 stainless steel rear grab rail plugged to wall.	No	1		
8	Kimberley Clark Kleenex soap dispenser code 329912 plugged to wall.	No	4		
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Bill No. 8 Ironmongery DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					

1	Steiner Hygiene S.H.E. sanitary bin.	No	1
2	Kimberley Clark Kleenex flip top bin code 406298.	No	7
3	Kimberly Clark Kleenex towel dispenser code 425611 plugged to wall.	No	6
<u>CURTAIN TRACKS AND PELMETS</u>			
4	Kirton Forwin hospital curtain track fixed 7mm below soffit with hangers, brackets, stops and not less than twelve runners per metre.	m	14
5	Extra for end plugged to wall.	No	8
6	Extra for bend.	No	4
<u>WRITING BOARDS, ETC</u>			
	<u>"Vitrex model 2200" or similar approved white board, fitted with "pen" rail to base, plugged and screwed to wall</u>		
7	Board size 1 800 x 900mm	No	4
<u>Pinning boards</u>			
	<u>"Vitrex model 2300" or similar approved pinning board, fitted with rail to base, plugged and screwed to wall.</u>		
8	Board size 1 200 x 1 200mm	No	2
9	Board size 1 800 x 900mm	No	2
10	Steel office cupboard size 900 x 600 x 2100mm high bolted to wall with two masonry anchors.	No	1

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Bill No. 8
Ironmongery
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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Bill No. 8
Ironmongery
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<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 9METALWORK(CPAP Work Group No 136 Unless Otherwise Stated)</u>				
<u>PRIMED PRESSED STEEL DOOR FRAMES</u>				
<u>1.2mm Thick Double Rebated Frame For Half Brick Wall Complete With Butts. Etc And Including Setting Up. Building In. Filling Back Of Frame With Cement Mortar. Etc</u>				
1	Frame for door size 813 x 2032mm.	No	6	
<u>1.2mm Thick Double Rebated Frame For One Brick Wall Complete With Butts. Etc And Including Setting Up. Building In. Filling Back Of Frame With Cement Mortar. Etc</u>				
2	Frame for double door size 1511 x 2032mm.	No	2	
<u>Wispeco Olympia Pre-Glazed Aluminium Doors. Sidelights. Etc Complete With Ironmongery And Including Setting Up. Building In. Filling Back Of Frame With Cement Mortar. Sealing Around Same With Silicone. Etc</u>				
3	Door size 900 x 2125mm.	No	2	
4	Double door size 1600 x 2125mm.	No	2	
5	Sliding shower door in three leaves to suit plain opening size 900 x 2000mm high.	No	3	
<u>Airguide DVB Natural Anodised Aluminium Fixed Louvre Unit</u>				
6	Louvre unit for opening in door size 400 x 300mm high.	No	3	
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Bill No. 9 Metalwork DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 11 TILING (CPAP Work Group No. 144 Unless Otherwise Stated)</u>				
NOTE:				
All tiling is to be fixed with approved adhesive unless otherwise described to screeded or plastered surfaces which are elsewhere measured. All jointing is to be done with an approved grout unless otherwise described.				

<u>WALL TILING</u>				
<u>White Glazed Ceramic Wall Tiles Size 152 x 152 x 6.3mm Thick Fixed With Adhesive And Jointed And Pointed With Flush Joints In Grout On Plaster (Elsewhere Measured)</u>				
1	On walls.	m2	49	
2	On isolated panels, splashbacks, etc to walls not exceeding 1m2.	m2	5	
3	On isolated panels, splashbacks, etc to previously painted walls not exceeding 1m2.	m2	0.4	
4	On narrow widths.	m2	2	
<u>Sundries</u>				
5	White glazed semi-recessed soapdish size 152 x 152mm built into wall.	No	6	
6	White glazed semi-recessed toilet roll holder size 152 x 152mm built into wall.	No	2	
Carried To Final Summary				R
Bill No. 11 Tiling DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
BILL No. 12PLUMBING (PROVISIONAL)(CPAP Work Group No. 148 Unless Otherwise Stated)				
<u>RAINWATER GOODS, ETC</u>				
1	5000L rain water tank.	No	3	
<u>SOIL DRAINAGE(CPAP Work Group No. 146 Unless Otherwise Stated)</u>				
<u>Rigid PVC Socketed Soil Piping (SABS 791) And Laid In Trenches Including Compacted Bedding Cradle And Fill Blanket As SABS 1200 LB (Flexible Pipe Bedding) And Excavation, Risk Of Collapse, Keeping Excavations Free Of Water And Backfilling With Selected Material From The Excavations As SABS 1200 DB</u>				
2	110mm Pipe and excavation not exceeding 1000mm deep.	m	48	
<u>Extra For</u>				
3	110mm 45 Degree bend.	No	8	
4	110mm 90 Degree bend.	No	2	
<u>SANITARY PLUMBING</u>				
<u>Rigid PVC Socketed Soil, Waste Or Vent Piping (SABS 967)</u>				
5	40mm Pipe and fixing to walls, falls, in concrete, etc.	m	13	
6	110mm Ditto.	m	4	
Carried To Trade Summary				R
Bill No. 12 Plumbing & Drainage (Provisional) DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

SANITARY FITTINGS

NOTE:

All fittings butting up against wall or floor finishes are to be sealed with an approved silicone sealer to the Architects satisfaction.

Stainless Steel

- 1 Franke Citiline DT100E inset type sink and drainer unit, size 1000 x 457mm overall with single end bowl and fitted into opening in worktop and sealed all round with anti-fungicidal silicone sealant.

No

1

- 2 Whb.

No

1

White Glazed Vitreous China Fittings Including Assembling And Fixing In Position, Expanding Bolts And Mortices In Brick Or Concrete Walls, Connecting Up, Etc. (Tap And Mixer Set Reference Numbers Are Those Of Cobra Brassware)

- 3 Vaal 7060 Daisy lavatory basin, size 510 x 405mm overall, fixed to wall with two 8118ZO semi-concealed cast iron brackets and fitted with Star 401 chromium plated basin set.

No

3

- 4 Vaal Daisy semi closed coupled W.C. suite comprising washdown pan with P-trap and matching 9 litre cistern, double flap white plastic seat, 40mm white PVC flush pipe elbow, one end jointed to union of flushing cistern and other end jointed to arm of W.C. pan with rubber connection.

No

2

HOT AND COLD WATER SUPPLY

Carried To Trade Summary

R

Bill No. 12
Plumbing & Drainage (Provisional)
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Hot Water Cylinders

- 1 150 Litre white enamelled Kwikot Megaflo horizontal floor mounted type electric hot water copper cylinder with 20mm connections and fitted with monel metal electric element complete with vacuum breakers, pressure reducing valve and relief valve including all joints to copper pipes and hoisting into position in roof space and placing on platform (elsewhere measured) and connect up (1/130).

No

1

FIRE SERVICE

Sundries

- 2 9 Kg dry chemical type fire extinguisher complete with bracket and meranti board, fixed to wall with expanding bolts and including mortices in brickwork.

No

4

TESTING

- 3 Allow for testing all drains, sanitary plumbing and water supplies to the satisfaction of the Architect and to Municipal requirements. All defective work is to be taken out and replaced at the Contractor's expense.

Item

Carried To Trade Summary

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Bill No. 12
Plumbing & Drainage (Provisional)
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Bill No. 12

Plumbing & Drainage (Provisional)

Trade Summary

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Bill No. 12
Plumbing & Drainage (Provisional)
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 13GLAZING(CPAP Work Group No. 150 Unless Otherwise Stated)</u>				
NOTE:				
Panes are in rectangular shapes unless described as irregular shaped.				

<u>TO PRECAST CONCRETE WINBLOK WITH SILICONE</u>				
<u>6.38mm Intruderprufe Normal Strength Clear Laminated Glass</u>				
1	Panes exceeding 0,1m2 and not exceeding 0,5m2.	m2	8	
<u>SUNDRIES</u>				
<u>4mm Float Glass Silver Backed Mirror With Polished Edges All Around</u>				
2	Mirror size 600 x 900mm four times holed for and screwed with chromium plated two piece cover headed screws to and including hardwood plugs in wall (2/136).	No	8	
Carried To Final Summary				R
Bill No. 13 Glazing DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 14 PAINTWORK (CPAP Work Group No. 152 Unless Otherwise Stated)</u>				
NOTE: All concrete surfaces are smooth (Class F2 or F3 finish to formwork) unless otherwise described. Concrete surfaces with a Class F1 finish to formwork are described as rough. All surfaces of walls are internal unless otherwise described. All plaster surfaces are smooth (floated) unless otherwise described. -----				
<u>REDECORATION OF PREVIOUSLY PAINTED PLASTER, FIBRE REINFORCED CEMENT, ETC</u>				
<u>Clean Down And Remove All Loose And Flaking Paint. Prepare And Apply One Coat Primer And Two Coats Interior Quality PVA Emulsion On</u>				
1	Plastered walls.	m2	163	
2	Plastered walls.	m2	560	
<u>Clean Down And Remove All Loose And Flaking Paint. Prepare And Apply Two Coats Dulux Weatherguard Or Other Approved Textured Elastic Wall Coating On</u>				
3	Plastered walls.	m2	131	
<u>Remove All Traces Of Protective Coating From Galvanised Surfaces With Galvanised Iron Cleaner. Prepare And Apply One Coat Galvanised Iron Primer. One Undercoat And Two Coats High Gloss Enamel On</u>				
4	Steel grilles, gates, burglarproof screens, balustrades, etc (measured on flat over both sides).	m2	22	
5	Steel posts.	m2	26	
Carried To Trade Summary				R
Bill No. 14 Paintwork DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

1	Roofs.	m2	240
<u>PAINT ON WOOD</u>			
<u>Prepare, Stop And Apply One Coat Pink Wood Primer, One Undercoat And Two Coats High Gloss Enamel On</u>			
2	Doors.	m2	58
3	Frames and linings.	m2	5
4	Laminated beams, rafters, etc.	m2	55
5	Skirtings, cornices or rails not exceeding 300mm girth.	m	63

Carried To Trade Summary

Bill No. 14
Paintwork

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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Bill No. 14

Paintwork

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Bill No. 14
Paintwork
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 15EXTERNAL WORKS</u>				
<u>(PROVISIONAL)</u>				
NOTE:				
The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section.				

<u>CONCRETE(CPAP Work Group No. 110 Unless Otherwise Stated)</u>				
<u>Concrete</u>				
1	Cement concrete (15MPa) in apron paving.	m3	25	
<u>Concrete Sundries</u>				
2	Float top of concrete to falls with a wood float and finish with a brushed non-skid surface whilst concrete still green with the addition of 2.1 sand and cement as necessary.	m2	85	
<u>FORMWORK(CPAP Work Group No. 111 Unless Otherwise Stated)</u>				
<u>Class F1 Formwork To</u>				
3	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	103	
<u>FENCING</u>				
<u>Excavations:</u>				
4	Allow for clearing site for a width of 1m where fencing runs are to be erected including removing trees, shrubs, etc not exceeding 200mm girth, grubbing up roots and roughly levelling. (Labour Intensive).	m	400	
5	Excavation in earth not exceeding 2m deep for trenches and holes. (Labour Intensive).	m3	16	
Carried To Trade Summary				R
Bill No. 15				
External Works (Provisional)				
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE				

1	Extra over excavations for carting away surplus material to a dumping site located by the contractor. (Labour Intensive).	m3	16		
2	15 Mpa Concrete cast against excavated material for footings. (Labour Intensive).	m3	16		
3	Six Strands of 4mm galvanised straining wires secured to fencing posts with doubled 2mm galvanised wire inserted through hole in post and turned minimum of four turns around straining wire and attached to straining frame at one end with not less than four turns and other end to straining bolts (elsewhere measured) (labour intensive)	m	400		
4	Approved 500mm diameter flat wrap of galvanised razor barbed tape wire fixed vertically to and including two rows of double strand barb wire to top of security fence and secured to straining wire (elsewhere measured) with and including 2,5mm diameter galvanised binding wire at 300mm centres (labour intensive)	m	400		
5	Security fencing formed of 50 x 50 x 3,15mm diameter Class A galvanised 'Secumesh' security fence 2.4m high with 'Howgring' security clips available from Décor applied with 'Howgring' pliers at 300mm centres to two intermediate straining wires (straining wires elsewhere measured) including holes through posts (Secumesh supplied by Reinforcing, Design and Supply). (Labour Intensive).	m	400		
6	12mm diameter galvanised mild steel straining eye bolt with hook, threaded portion and two nuts and washers, including hole through post (labour intensive)	No	16		
7	10mm U-shaped fence anchor 525mm girth bent to detail and embedded in concrete to form eyelet (labour intensive)	No	350		
8	60mm diameter galvanised steel intermediate fencing post, 2700mm fitted with pressed steel mushroom cap, post fitted with 150 x 150 x 5mm base plate at bottom and embedded in 300 x 300 x 700mm mass concrete (15MPa) base (labour intensive)	No	133		
Carried To Trade Summary				R	
Bill No. 15					
External Works (Provisional)					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					

1	100mm Ditto as end post, fitted with one 75mm diameter galvanised steel stray set raking and with top end flattened and bolted through post, with post and stay both embedded in mass concrete (15MPa) bases as last (labour intensive)	No	6		
2	100mm Ditto as straining or corner posts, but fitted with two 75mm diameter galvanised steel raking stays (labour intensive)	No	10		
3	100mm Ditto, as straining or corner posts but fitted with three 75mm diameter galvanised steel raking stays (labour intensive)	No	4		
4	150 Diameter ditto as gate post, but fitted with one 75mm diameter galvanised steel raking stay, with post and stay both embedded in mass concrete (15MPa) bases as last (labour intensive)	No	4		
5	Gate 1000 x 2400mm high formed of 50mm diameter normal bore x 3.25mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angels and cross braces mullion and transome, scribed and welded into angels and at cross intersections, with two 50mm diameter nominal bore x 3,25mm wall thickness security posts each 600mm long with one end welded to top rail of gate and closure plate to other end, the gate covered with 50 x 50 x 3,15 mm weld mesh with four straining wires as before described and with four 2,37mm four point core diameter single "kampeon" wires with crimped droppers to security posts as before described; including 500mm diameter flat wrap razor barbed tape wire fixed as before described. Fitted with three 24mm diameter x 300mm long eyebolt hinges and stops including all holes, etc, welded or bolted to adjoining galvanised gatepost with and including 500mm long approved chain spot welded to gate and "Union No. 3122" padlock.	No	1		
Carried To Trade Summary					R
Bill No. 15 External Works (Provisional) DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					

- 1 Double gate 6000 x 2400mm high in equal leaves, formed of 50mm diameter normal bore x 3,25mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross bases mullion and transome, scribed and welded into angles and at cross intersections, with four 50mm diameter nominal bore x 3,25mm wall thickness security posts each 600mm long with one end welded to top rail of gate and closure plate to other end, the gate covered with 50 x 50 x 3,15mm weld mesh with four straining wires as before described and with four 2,37mm four point core diameter single "kampeon" wires with crimped droppers to security posts as before described; including 500mm diameter flat wrap razor barbed tape wire fixed as before described, one leaf with 450mm mild steel towerbolt welded to bottom corner with short length of mild steel pipe let into concrete paving as keep, with two 40 x 40 x 6mm angle rounded flange plates welded to styles of pipe framing, each plate once holed for and including 50mm; each fitted with three 24mm diameter x 300mm longeyebolt hinges and stops including all holes etc., welded or bolted to adjoining galvanised gatepost with and including 500mm long approved chain spot welded to gate and "Union No. 3122" padlock.

No

1

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Bill No. 15
External Works (Provisional)
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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Bill No. 15
External Works (Provisional)
Trade Summary

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Bill No. 15
External Works (Provisional)
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

BILL No. 16 PROVISIONAL SUMS

			Amount	
The Following Nominated Sub-Contract Amounts Are For Work To Be Carried Out By Nominated Sub-Contractors:				
Provide the sum of R 50 000,00 (Fifty Thousand Rand) for Electrical				
1	installation and fittings supplied and fixed complete.	1.00	50,000.00	50,000.00
2	Allow for general attendance on ditto.	1.00	5,000.00	5,000.00
3	Allow for profit if required.	1.00	5,000.00	5,000.00
Provide the sum of R 30 000,000 (Thirty Thousand Rand) for Air				
4	Conditioning installation supplied and fixed complete.	1.00	30,000.00	30,000.00
5	Allow for general attendance on ditto.	1.00	3,000.00	3,000.00
6	Allow for profit if required.	1.00	3,000.00	3,000.00
Provide the sum of R 20 000,00 (Twenty Thousand Rand) for Signs supplied				
7	and fixed complete.	1.00	20,000.00	20,000.00
8	Allow for general attendance on ditto.	1.00	2,000.00	2,000.00
9	Allow for profit if required.	1.00	2,000.00	2,000.00
Provide the sum of R 20 000,00 (Twenty Thousand Rand) for Joinery and				
10	Timber Fittings supplied and fixed complete.	1.00	20,000.00	20,000.00
11	Allow for general attendance on ditto.	1.00	2,000.00	2,000.00
12	Allow for profit if required.	1.00	2,000.00	2,000.00
Provide the sum of R 15 000,00 (Fifteen Thousand Rand) for Steel Gates				
13	supplied and fixed complete.	1.00	15,000.00	15,000.00
14	Allow for general attendance on ditto.	1.00	1,500.00	1,500.00
15	Allow for profit if required.	1.00	1,500.00	1,500.00
Provide the sum of R 80 000,00 (Eighty Thousand Rand) for water tanks				
16	supplied and fixed complete including steel tower, water pump, pipping and fittings	1.00	80,000.00	80,000.00
17	Allow for general attendance on ditto.	1.00	8,000.00	8,000.00
18	Allow for profit if required.	1.00	8,000.00	8,000.00

19	Provide the sum of R 30 000,00 (Thirty Thousand Rand) for construction health and safety (OHS)	1.00	30,000.00	30,000.00
20	Allow for general attendance on ditto.	1.00	3,000.00	3,000.00
21	Allow for profit if required.	1.00	3,000.00	3,000.00
22	Provide the sum of R 20 000,00 (Twenty Thousand Rand) for Community Liaison Officer (CLO)	1.00	20,000.00	20,000.00
23	Allow for general attendance on ditto.	1.00	2,000.00	2,000.00
24	Allow for profit if required.	1.00	2,000.00	2,000.00
25	Provide the sum of R 6 000,00 (Six Thousand Rand) for Project Steering Committee (PSC)	1.00	6,000.00	6,000.00
26	Allow for general attendance on ditto.	1.00	600.00	600.00
27	Allow for profit if required.	1.00	600.00	600.00
				R

FINAL SUMMARY		Page No	Amount
Bill No			
1	Preliminaries	47	
2	Alterations	53	
3	Masonry	54	
4	Roof Coverings, Etc	55	
5	Carpentry & Joinery	58	
6	Ceiling & Partitions	59	
7	Floor Coverings, Etc	60	
8	Ironmongery	63	
9	Metalwork	64	
10	Plastering	65	
11	Tiling	66	
12	Plumbing & Drainage (Provisional)	70	
13	Glazing	71	
14	Paintwork	74	
15	External Works (Provisional)	79	
16	Provisional Sums	82	
TOTAL OF BUILDING WORKS			R
Provide the Sum of R 100 000,00 (One Hundred Thousand Rand) for Contingencies to be deducted in part or all if not required.			R 100,000.00
TOTAL OF BUILDING WORKS & CONTINGENCIES			R
VAT at the rate of 15%			R
CARRIED TO TENDER FORM			R
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE			