



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**QUEENSTOWN, MLUNGISI, POLICE COMPLEX
INSTALLATION OF 4 X 10 000 LITRE WATER TANKS**

TENDER NO. : GQEQ-2025/2026-078
REFERENCE NO. : 14/1/3/1/1/6429/5326
WCS NO. : 055624

TENDER DOCUMENT CONSISTING OF THREE VOLUMES

VOLUME 1 – TENDERING PROCEDURES
VOLUME 2 – RETURNABLE DOCUMENTS
VOLUME 3 – THE CONTRACT

Compiled by:

National Department of Public Works and
Infrastructure
Eben Donges Building
PORT ELIZABETH
6001

NAME OF BIDDER:

CIDB CRS NUMBER:

CSD SUPPLIER NUMBER:

JULY 2025



**QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE
WATER TANKS (WCS 055624)**

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VOLUME 1 OF 3

**QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4
X 10 000 LITRE WATER TANKS**

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CONSISTING OF THREE VOLUMES

VOLUME 1 – TENDERING PROCEDURES (THIS DOCUMENT)
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VOLUME 2 – RETURNABLE DOCUMENTS

VOLUME 3 – THE CONTRACT



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Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE WATER TANKS

TENDER NO. : GQEQ-2025/2026-078
REFERENCE NO. : 14/1/3/1/1/6429/5326
WCS NO. : 055624

VOLUME 1: TENDERING PROCEDURES

**T1.1: TENDER NOTICE AND INVITATION TO QOUTATION
PA-03 (EC)**

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE WATER TANKS
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Quotation no:	GQEQ-2025/2026-078	Reference no:	14/1/3/1/1/6429/5326
Advertising date:	08/08/2025	Closing date:	26/08/2025
Closing time:	11:00am	Validity period:	30 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 GB or 1 CE or higher**.
*Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or higher, or Not applicable Not applicable PE* or higher**.
*Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

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

Functionality criteria ¹ :	Weighting factor:
Total	N/A

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

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

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

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in Eastern Cape Province for work to be done or services to be rendered in Eastern Cape Province	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

4. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of the returnable tender documents submitted which forms part of the substantive responsive criteria must be fully completed in ink and signed where required. The digital and or electronic completion and signing of documents is permitted, subject to not altering the content, format and / or text of the original bid document.
4	☒	Use of correction fluid is prohibited.
5	☐	Submission of a signed bid offer as per the DPW-07 (EC).
6	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
7	☐	There will be a compulsory bid clarification / site-briefing meeting and all potential bidders must attend. Submission of fully signed DPW-16 (EC) Tender Clarification Meeting Certificate, signed by the authorised official and/or completion of the attendance register. A compulsory bid clarification / site briefing meeting is necessary to clarify the latest tender documentation, project requirements and avoid unnecessary errors and omissions and all potential bidders must attend. The proof of attendance shall include any of the following legitimate documents: (1) A signed DPW-16 certificate and/or (2) Attendance register of all the attending bidders.
8	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any. Any addendum or erratum will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendum or erratum. Bids will be evaluated in accordance with the published addendum or erratum.
9	☒	The tenderer shall submit his priced Bills of Quantities / Lump Sum Document / Pricing Schedule (complete document inclusive of all parts) together with his tender. Bidder will be allowed to balance rates prior to award and correct arithmetic errors.
10	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
11	☒	Bids will be evaluated in terms of the Special Conditions of Bid (SCB-01).
12	☒	Only offer's from the following bidders' will be eligible to have their submissions evaluated: a) Only bidders' whom submit proof of registration with the Construction Industry Development Board (CIDB) in the Class of Construction Works and Grading (or higher) specified for this tender and current status being active on the closing date of tenders, or b) Bidders whom are not registered with the CIDB or CIDB "non-compliant" in terms CIDB Class of Construction Works and / or Grading and / or status, which is either inactive or expired, or suspended or deregistered, but are capable of being registered with the CIDB within twenty-one (21) working days from the closing date for submission of tenders. Such bidders <u>must</u> submit proof with the tender that they have already applied to CIDB, on / or before the closing date of the bid for registration, or an upgrade of their CIDB status or for the correction of their CIDB "non-compliance" status to being active in the specified Class of Construction Works and Grading (or higher).
13	☒	Bidder must submit with the bid CV and qualifications of licensed plumber. The licensed plumber must be registered and in good standing with the Plumbing Industry Registration Board (PIRB). Valid proof of registration and good standing with the Plumbing Industry Registration Board (PIRB) must be submitted with the bid document. Failure to submit CV, qualifications and proof of registration with PIRB for the licensed plumber will render the bid non responsive

14	☒	Bidder must submit with the bid document CV and qualifications of licensed installation electrician. The licensed installation electrician must be registered and in good standing with the Department of Labour in line with the requirements of the Occupation Health and Safety Act 85 of 1993. Valid proof of registration with the Department of Labour for the licensed installation electrician must be submitted with the bid document. Failure to submit CV, qualifications and proof of registration with Department of Labour in line with the Occupational Health and Safety Act 85 of 1993 for the licensed installation electrician will render the bid non responsive.
15	☐	Specify other responsiveness criteria

4.2. Indicate administrative responsiveness requirements applicable for this tender.

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

1	☒	Submission of PA-11: Bidder's disclosure
2	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
3	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
4	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
5	☒	Submission of PA-16.1 (EC): Ownership Particulars.
6	☒	Submission of (PA 40): Declaration of Designated Groups.
7	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 (EC) Tender Data.
8	☒	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Part 2 of Contract Data (GCC 2015) whichever applicable to be fully completed.
9	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request. Bidder will be allowed to balance rates prior to award and correct arithmetic errors.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects. Bidders may use "own form or portfolio document". The details of all the tenderer's current and previous projects must however be the same as the details of the DPW-09 (PSB) form. Bidders are required to sign and date the DPW-09 (EC) and cross-reference the documents if "own form or portfolio document" is used.
14	☒	Submission of DPW-21 (EC): Record of addenda of tender documents: Bidders may be requested to confirm receipt or compliance with the Record of addenda if the Record of addenda was not submitted with the bid at the closing date.
15	☒	CIDB non-compliance at the time of tender If a bidder submitted with their bid, proof that they have already applied to CIDB for an upgrade or for correction of their "non-compliance" status with the CIDB, such a bidder will be deemed to be capable of being so registered in the specified Class of Works and / or Grading and will be evaluated as such, provided that the bidder's CIDB status becomes CIDB compliant and submits proof of CIDB compliance within 21 working days after the closing date. Failure to obtain and to submit documentary proof of the required compliant CIDB grading, within 21 working days of the bid closing date, will render bid non-responsive. Note: The CIDB "non-compliance" status refers to a bidder's CIDB Class of Construction Works and / or Grading and / or status, which is either inactive or expired, or suspended or deregistered.
16	☒	CIDB non-compliance after tender closing date Upon request, a bidder will be given twenty one (21) working days to correct its CIDB compliance status and submit proof of compliance, if the bidder was CIDB compliant on the closing date of tenders, but becomes CIDB non-compliant, after the tender closing date. Failure to submit documentary proof of the required compliant CIDB grading, within 21 working days from request, will render bid non-responsive.
17	☒	Bids will be evaluated in terms of the Special Conditions of Bid (SCB-01).
18	☒	Submission of a signed bid offer as per the DPW-07 (EC).

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

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

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

6.1 Technical risks:

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

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

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

6.2 Commercial risks:

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

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

7. COLLECTION OF QUOTATION DOCUMENTS

- ☒ Quotation documents are available for collection during working hours
- ☒ Alternatively; quotation documents may be collected during working hours at the following address
Reception area Eben Donges Building, Hancock Street, North End 6056. A non-refundable bid deposit of **R 0.00** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	N/A		
Virtual meeting Link:	N/A		
Date:		Starting time:	10:00am

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	Mr. J Dirker	Telephone no:	041 408 2165
Cellular phone no	082 479 2296	Fax no:	N/A
E-mail	Jules.dirker@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official	Ms. T. Ngesi	Telephone no:	041 408 2009
Cellular phone no	N/A	Fax no:	N/A
E-mail	Thabisa.Ngesi@dpw.gov.za		

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

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

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 3913 Gqeberha 6056 Attention: Procurement section: Room 296	OR	Deposited in the tender box at: Department of Public Works and Infrastructure Eben Donges Building Hancock Street, North End, Gqeberha 6056
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T1.2: TENDER DATA (DPW-03 EC)

DPW-03 (EC): TENDER DATA

Project title:	QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE WATER TANKS
Reference no:	14/1/3/1/1/6429/5326

Tender / Quotation no:	GQEQ-2025/2026-078	Closing date:	26/08/2025
Closing time:	11H00	Validity period:	30 days

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

Tender no:

C.1.4	The Employer's agent is:	
	Name:	Mr. J Dirker
	Capacity:	Departmental Project Manager
	Address:	Eben Donges Building, Hacock Street, North End
	Tel:	041 408 2165
	Fax:	N/A
	E-mail:	Jules.dirker@dpw.gov.za
C.2.1 C.3.11	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u> The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof): a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 1 GB or 1 CE or higher** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 2 GB or 2 CE or higher** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 2 GB or 2 CE or ** class of construction work ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Not applicable	

Tender no: GQEQ-2025/2026-078

B. BIDS WILL BE EVALUATED IN THE FOLLOWING PHASES:

- Phase 1: Responsiveness - **Applicable**
 Phase 2: Functionality – **Not Applicable**
 Phase 3: PPPFA Scoring – **Applicable**
 Phase 4: Acceptability in respect of Risk to the Employer – **Applicable**
 Phase 5: Other Objective Criteria – **Not applicable**

Bids will be evaluated in terms of the Special Conditions of Tender (SCB-01) as amended and approved prior to the advert date, and attached to the tender.

PHASE 1: RESPONSIVENESS OF BIDS: APPLICABLE

Determine whether each tender offer has been properly received that complies with the requirements of Condition of Tender, has been properly completed and signed, and is responsive to the other requirements of the tender documents.

Refer to PA-04 (EC): NOTICE AND INVITATION TO TENDER, ITEM 2.1

PHASE 2: FUNCTIONALITY CRITERIA: Not Applicable

The minimum total functionality score required to qualify for further evaluation is Choose an item. points. Failure to meet minimum total functionality score will result in the tenderer being disqualified.

Refer to FC-01(EC): FUNCTIONALITY CRITERIA under the returnable documents, Volume 2, for detailed functionality criteria, requirements and notes applicable to this tender.

PHASE 3: THE FOLLOWING POINTS SCORING METHOD WILL BE APPLICABLE FOR RESPONSIVE BIDS WHICH ACHIEVED THE MINIMUM TOTAL FUNCTIONALITY SCORE AND MINIMUM POINTS FOR EACH CRITERIA [PHASE 3]: APPLICABLE

3.1 Evaluation points scoring system is applicable for this bid: Method 2 (Financial and Preference Offer)

3.2 Preference points scoring system is applicable for this bid: 90/10 Preference points scoring system

In case where “80/20 and/or 90/10” is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

3.3 Method to be used to calculate points for specific goals:

Method 2: For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) - PA-16, Table 2

Refer to PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 under returnable documents Volume 2, for detailed specific goals.

PHASE 4: ACCEPTABILITY IN RESPECT OF RISK TO EMPLOYER: Applicable

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

When applicable, refer to PA-04 (EC): NOTICE AND INVITATION TO TENDER, ITEM 2.4

PHASE 5: OTHER OBJECTIVE CRITERIA: NOT APPLICABLE

When applicable, refer to PA-04 (EC): NOTICE AND INVITATION TO TENDER, ITEM 2.5

Tender no: GQEQ-2025/2026-078

C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing
	proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative tender offer permitted: Yes ☐ No ☒
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☒ Together with his tender; Or ☐ The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Reception area Eben Donges Building, Hancock Street, North End 6056
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

Tender no: GQEQ-2025/2026-078

C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

T1.3: SPECIAL CONDITIONS OF BID

SPECIAL CONDITIONS OF BID FOR INFRASTRUCTURE PROCUREMENT

1 INTERPRETATION

- 1.1 The word “Bidder” in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2 The word “Department” in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3 Any reference to words “Bid” or “bidder” herein and or any other documentation shall be construed to have the meaning as the words “Tender” or Tenderer”.

2 PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.
- 2.2. The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.

3 GENERAL BID RULES

- 3.1. “Written” or “in writing” means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
 - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
 - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.



- 3.8.3. The bid documents were sent through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.
- 3.11. The Department will download the following documents, to verify the information submitted by bidders:
- 3.11.1. CSD registration certificate (if the bidder is registered in the CSD)
 - 3.11.2. CIPC registration
 - 3.11.3. CIDB registration
- 3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document, the Department reserves the right to:
- 4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or
 - 4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or
 - 4.2.3. Cancel the bid and process

5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it be deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
- 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
 - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
 - 5.2.3 If a request for validity extensions are sent to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
 - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
 - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves

the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6 BRAND NAMES

6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7 CONTRACTUAL PRICE ADJUSTMENTS

7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid documents.

8 AUTHORITY TO SIGN BID DOCUMENTS

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
 - 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
 - 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,
- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
 - 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a "Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9 CONTRACT PERIOD

9.1 The contract period is stipulated in the Contract Data or the specifications.

9.2 The construction period for Infrastructure works, will commence from the date of site handover.

10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer not scoring the highest points, after having applied an objective criteria or a risk assessment criteria, if such (i.e. the objective criteria/ risk assessment) is specified in the bid document.

12 TAX COMPLIANCE

- 12.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 12.2 All bidders' tax matters must be in order prior to award.
- 12.3 Bidders' tax matters will be verified through CSD.
- 12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- 12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13 REGISTRATION AS A VAT-VENDOR

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.
- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14 CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies, which are certified as a “true copy of the original”.
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hour.
- 14.3 All bidders’ whose copies complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a previously certified document and will not provide any bidder an opportunity to correct such a non-compliance.

15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A “Sworn Affidavit” must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted “Sworn Affidavit” does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
 - 15.2.1 The “Sworn Affidavit” must not be expired at the closing date.
 - 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
 - 15.2.3 The “Sworn Affidavit” must be signed and dated by the bidder (Deponent).
 - 15.2.4 The “Sworn Affidavit” submitted must be signed and stamped by the “Commissioner of Oath”.
 - 15.2.5 The “latest financial year-end” field must not be left blank.
 - 15.2.5.1 The latest “financial year-end date” cannot be a future date.
 - 15.2.5.2 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) from CIPC or deal with any clarity seeking matter/ confirmation as an administrative matter.
- 15.3 In respect of “Sworn Affidavits” of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
- 15.4 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 15.5 The Department will seek the following clarity matters in respect of the Sworn Affidavits (should it be deemed necessary) and upon request, the bidder will be given a minimum of five (5) working days to respond to the Department:
 - 15.5.1 If the bidder did not select/circle/ticked “Member/ Director/ Owner” where so required. The Department will communicate with such affected the bidder in writing.
 - 15.5.2 If a bidder did not select/ circle/ ticked the required field “Financial Statements/ Management Accounts/ Audited Financial Statements” where so required. The Department will communicate with such affected the bidder in writing.

- 15.5.3 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) on CIPC or against any other submitted document or will seek clarity / confirmation from the bidder and deal with it as an administrative matter.
- 15.5.4 If the financial year-end indicated in the sworn affidavit is not at the end of the month or it is not the correct month when validated on CIPC or against any other submitted documents, the Department will enquire from the affected bidder to indicate its correct latest financial year end in the format (day/month/year) and:
 - 15.5.4.1 If the “day” indicated on the submitted affidavit is wrong, but the month and year is correct, the bidder’s affidavit will be “deemed valid” and it will be evaluated.
 - 15.5.4.2 If the “month” indicated on the submitted affidavit is wrong, the bidder’s affidavit will be will be considered invalid.
- 15.6 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 15.7 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

16 AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.
- 16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.3 The requirements of a valid BBBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.
- 16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.
- 16.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder’s PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.8 All bidders’ whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be “deemed in order” and will be subjected



for consideration in further evaluation, even if the Department did not request any corrections/ certifications.

16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.

16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but their offers will still be evaluated further.

17 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.

17.2 A bidder's offer may be eliminated if the bidder's declaration is proven false during the bid evaluation process.

18 CORRECTION OF ERRORS

18.1 Only the authorised signatory to the tender should initial corrections in the tender document.

18.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

18.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:

18.3.1 Seek the necessary clarification from the tenderer and;

18.3.2 If accepting the response from the tenderer, evaluate the bid further and or;

18.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

19 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

19.1 N/A

20 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

20.1 Bidders who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, may be allowed to correct such non-compliance.

21 POINTS FOR SPECIFIC GOALS

21.1 To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.

21.2 It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.

21.3 Bidders will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

22 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation - CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

23 DISCLAIMER

23.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

23.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

23.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" or giving points, etc., without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

– End Special Conditions of Bid –
(Version: Approved 18 July 2025)

T1.4: SWORN AFFIDAVIT



B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1) The contents of this statement are to the best of my knowledge a true reflection of the facts.

2) I am a Member ☐ / Director ☐ / Owner ☐ **(Select one)** of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas;		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____ % Black Owned
☐ The Enterprise is _____ % Black Female Owned
☐ The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

o Black Youth %	_____	%
o Black Disabled %	_____	%
o Black Unemployed %	_____	%
o Black People living in Rural areas %	_____	%
o Black Military Veterans %	_____	%



Select applicable

4) Based on the Financial Statements ☐ / Management Accounts and other information available ☐ on the latest financial year-end of ____/____/____, (format: day/month/year) the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP R1.8 million
Contractor R3.0 million
Supplier R3.0 million

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____ Date: _____

Commissioner of Oaths
Signature & stamp

Bidder

Stamp Commissioner of Oath



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

VOLUME 2 OF 3

**QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4
X 10 000 LITRE WATER TANKS**

TENDER NO. : GQEQ-2025/2026-078
REFERENCE NO. : 14/1/3/1/1/6429/5326
WCS NO. : 055624

CONSISTING OF THREE VOLUMES

VOLUME 1 – TENDERING PROCEDURES

VOLUME 2 – RETURNABLE DOCUMENTS (THIS DOCUMENT)

VOLUME 3 – THE CONTRACT



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE WATER TANKS

TENDER NO. : GQEQ-2025/2026-078
REFERENCE NO. : 14/1/3/1/1/6429/5326
WCS NO. : 055624

VOLUME 2: TENDER DOCUMENTS

**C1.1: FORM OF OFFER AND ACCEPTENCE
(DPW – 07 EC)**

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

Project title:	QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE WATER TANKS		
Tender / Quotation no:	GQEQ-2025/2026-078	Reference no:	14/1/3/1/1/6429/5326

OFFER

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

QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE WATER TANKS

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
---	----	---

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

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

Tender / Quotation no: GQEQ-2025/2026-078

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

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

Tender / Quotation no: GQEQ-2025/2026-078

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

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

For Internal & External Use

Effective date 5 July 2022

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Version 2022/04

Tender / Quotation no: GQEQ-2025/2026-078

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	<i>Eben Donges Building Hancock Street North End Gqeberha 6056</i>

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

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

For Internal & External Use

Effective date 5 July 2022

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Version 2022/04

**C.1.2: CONTRACT DATA PART 2 – DATA PROVIDED BY THE
CONTRACTOR
(DPW-04 EC)**

DPW-04 (EC): CONTRACT DATA - PART 2

DATA PROVIDED BY THE CONTRACTOR

JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	QUEENSTOWN, MLUNGISI, POLICE COMPLEX INSTALLATION OF 4 X 10 000 LITRE WATER TANKS
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Tender / Quotation no:	GQEQ-2025/2026-078	WCS no:	055624	Reference no:	14/1/3/1/1/6429/5326
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	The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)). Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.
	CONTRACT VARIABLES THE SCHEDULE The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement. Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].

Tender / Quotation no: GQEQ-2025/2026-078

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)]

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

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

Tender / Quotation no: GQE-2025/2026-078

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

Option A	The 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 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

Option A	An allocation of the 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

Tender / Quotation no: GQEQ-2025/2026-078

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 categorised 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.

C2.2: BILLS OF QUANTITIES

Item No	Quantity	Rate	Amount
<u>BILL NO 1</u>			
<u>PRELIMINARIES</u>			
<u>MEANING OF TERMS "TENDER / TENDERER"</u>			
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"			
<u>BUILDING AGREEMENT AND PRELIMINARIES</u>			
The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the Contract Data issued with the tender.			
The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities / lump sum document, amended as hereinafter described			
The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause			
The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only			
Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"			
Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents			
Carried Forward		R	
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward <u>TENDERER'S SELECTIONS</u> Before submission of his tender the contractor is to complete the tenderer's selections in the contract data for organs of state and other public sector bodies <u>STRUCTURE OF THIS PRELIMINARIES BILL</u> Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries Section C : Any special clauses to meet the particular circumstances of the project <u>PRICING OF PRELIMINARIES</u> Should the contractor select Option A in the contract data for organs of state and other public sector bodies for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)		R	
Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		R	

Brought Forward <u>PRICING OF BILLS OF QUANTITIES</u> The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary <u>VALUE ADDED TAX</u> Provision is made in the summary page of these bills of quantities / lump sum document for the inclusion of Value Added Tax (VAT) <u>SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT</u> <u>INTERPRETATION</u> 1 A1.0 DEFINITIONS AND INTERPRETATION Clause 1.0 The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be ADVERSE WEATHER CONDITIONS: Adverse weather Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office	R R
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Brought Forward and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule DEFAULT INTEREST: No Clause GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD] INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State LETTER OF ACCEPTANCE: The letter of formal		R	
Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		R	

Brought Forward

acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

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

PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies

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

Fixed: _____ Value: _____ Time: _____

Item

2 | A2.0 LAW, REGULATIONS AND NOTICES

Clause 2.0

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

Bill No. 1
Preliminaries
Professional Services
NDPW & I - Port Elizabeth Regional Office

R

R

	Brought Forward		R
3	A3.0 OFFER AND ACCEPTANCE Replace Clause 3.3 with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0] Fixed:_____Value:_____Time:_____	Item	
4	A4.0 CESSION AND ASSIGNMENT Clause 4.0 Ref Clause 6.7 [CD] - Clause 4.2 Replace Clause 4.3 with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained Fixed:_____Value:_____Time:_____	Item	
	Carried Forward		R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

	Brought Forward		R
5	A5.0 DOCUMENTS Clause 5.0 Replace last sentence of Clause 5.2 with the following: The original signed agreement shall be held by the Employer Replace Clause 5.4 with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference Replace Clause 5.5 with the following: The parties may publish or disclose on any platform only the contract scope and contract amount Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward		R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward		R
6	A6.0 EMPLOYER'S AGENTS Clause 6.0 Replace Clause 6.5 with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent Add the following as Clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 Fixed:_____Value:_____Time:_____	Item
7	A7.0 DESIGN RESPONSIBILITY Clause 7.0 Replace first sentence of Clause 7.2 with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof Fixed:_____Value:_____Time:_____	Item
Carried Forward		R
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

	Brought Forward		R
	<u>INSURANCES AND SECURITIES</u>		
8	A8.0 WORKS RISK Clause 8.0 Replace Clause 8.4 with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary Fixed:_____ Value:_____ Time:_____	Item	
9	A9.0 INDEMNITIES Clause 9.0 Add the following to the end of the first sentence of Clause 9.2.7: ".... due to no fault of the contractor 9.2.9 No Clause 9.2.10 No Clause Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected. Fixed:_____ Value:_____ Time:_____	Item	
10	A10.0 INSURANCES Clause 10.0 Replace Clause 10.1 with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical		
	Carried Forward		R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2] Add the following as Clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply Add the following as Clause 10.1.5.1.1 Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs 10.1.5.1.2 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		R	
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Brought Forward damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract 10.1.5.1.3 Replace Clause with the following: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy. 10.1.5.1.4 Replace Clause with the following: The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole 10.2 Replace Clause with the following: Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary 10.6 No Clause Add the following as Clause 10.11		R	
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	Brought Forward		R
	In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay		
	Fixed:_____ Value:_____ Time:_____	Item	
11	A11.0 SECURITIES		
	Clause 11.0		
	Add the following to Clause 11.1:		
	In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).		
	In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.		
	The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5		
	11.1.1 No Clause		
	11.1.2 No Clause		
	11.2.2 No Clause		
	11.3 No Clause		
	Replace Clause 11.4.1 with the following:		
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Brought Forward	R
Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10. 11.5 No Clause 11.6 No Clause 11.7 No Clause 11.8 No Clause 11.9 No Clause 11.10 No Clause Add the following as Clause 11.11: Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected: Add the following as Clause 11.11.1: The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis. Add the following as Clause 11.11.2: The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor. Add the following as Clause 11.11.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%)	
Carried Forward	R
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Brought Forward		R	
of the contract value (excluding VAT) and refund the balance to the contractor			
Add the following as Clause 11.11.4:			
Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.			
Add the following as Clause 11.11.5:			
On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.			
Add the following as Clause 11.11.6:			
The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.			
Add the following as Clause 11.12:			
Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:			
Add the following as Clause 11.12.1:			
The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.			
Add the following as Clause 11.12.2:			
The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.			
Add the following as Clause 11.12.3:			
Carried Forward		R	
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Brought Forward The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring. Add the following as Clause 11.12.4: Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee. Add the following as Clause 11.13: Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected: Add the following as Clause 11.13.1: The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT). Add the following as Clause 11.13.2: The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion. Add the following as Clause 11.13.3: The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring. Add the following as Clause 11.13.4: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5. Add the following as Clause 11.13.5: Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.		R	
Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		R	

Brought Forward		R	
Add the following as Clause 11.14.1: Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: Add the following as Clause 11.14.2: The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis. Add the following as Clause 11.14.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor. Add the following as Clause 11.14.4: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5. Add the following as Clause 11.14.5: Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both. Add the following as Clause 11.15: Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected. Add the following as Clause 11.15.1: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.			
Carried Forward		R	
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Brought Forward		R	
Add the following as Clause 11.15.2:			
The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.			
Add the following as Clause 11.16:			
Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.			
Add the following as Clause 11.17:			
Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to 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).			
Fixed:_____ Value:_____ Time:_____	Item		
<u>EXECUTION</u>			
Carried Forward		R	
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

	Brought Forward		R
12	A12.0 OBLIGATIONS OF THE PARTIES Clause 12.0 12.1.1 No Clause Replace Clause 12.1.5 with the following: Give possession of the site to the contractor within ten the issue of a construction permit by the Department of 12.2.22 12.1.6 No Clause 12.1.8 No Clause Replace Clause 12.2.2 with the following: The priced Bills must be submitted to the Employer with priced document contains errors or discrepancies and/ imbalanced or unreasonable the employer or principal ag to the contract sum Replace Clause 12.2.5 with the following : Effect and keep in force insurances in favour of the providing insurances [10.0) [CD] Replace Clause 12.2.13 with the following: Designate a competent person full time on site to continu implement notices and contract instructions on behalf of Add the following as Clause 12.2.22: Within fourteen (14) working days of the date of the letter and safety plan, required in terms of the Occupational He Add the following as Clause 12.2.23: The contractor shall within reasonable time inform the ag 12.0] Offices The contractor shall provide, maintain and remove on principal agent, minimum size 4 x 3 x 3m high internall and fitted with boarded floor, desk, chair, drawing stool, be kept clean and fit for use at all times [12.2.18]		
	Carried Forward		R
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Brought Forward		R
	Fixed:_____Value:_____Time:_____	Item
13	Main notice board The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18] Fixed:_____Value:_____Time:_____	Item
14	A13.0 SETTING OUT Clause 13.0 Fixed:_____Value:_____Time:_____	Item
15	A14.0 NOMINATED SUBCONTRACTORS Clause 14.0 Ref Clause 6.7 [CD] - Clause 14.1.4 14.1.5 No Clause Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1 Ref Clause 6.7 [CD] - Clause 14.6 Fixed:_____Value:_____Time:_____	Item
Carried Forward		R
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	Brought Forward		R	
16	A15.0 SELECTED SUBCONTRACTORS Clause 15.0 Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5 15.1.5 No Clause Replace Clause 15.1.2 with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1 Fixed:_____ Value:_____ Time:_____	Item		
17	A16.0 DIRECT CONTRACTORS Clause 16.0 Fixed:_____ Value:_____ Time:_____	Item		
	Carried Forward		R	
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	Brought Forward		R
18	A17.0 CONTRACT INSTRUCTIONS Clause 17.0 Replace Clause 17.4 with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21 Add the following clause as Clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement. Fixed:_____Value:_____Time:_____ <u>COMPLETION</u>	Item	
19	A18.0 INTERIM COMPLETION Clause 18.0 Fixed:_____Value:_____Time:_____	Item	
20	A19.0 PRACTICAL COMPLETION Clause 19.0 Replace Clause 19.5 with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section Add the following as Clause 19.8: WORKS COMPLETION		
	Carried Forward		R
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Brought Forward (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion. (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list: (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer (2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2) (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer: (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date (3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become		R
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	Brought Forward		R
	apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer (4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0 (5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3). Fixed: _____ Value: _____ Time: _____	Item	
21	A20.0 COMPLETION IN SECTIONS Clause 20.0 Add the following as Clause 20.2.1.A A certificate of Works Completion [19.8] Fixed: _____ Value: _____ Time: _____	Item	
22	A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION Clause 21.0 Replace Clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)		
	Carried Forward		R
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Brought Forward		R	
Replace Clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent And/or On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall: (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired 21.6.1 Omit Clause 21.6.2 Omit Clause Add the following as Clause 21.13: The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14 Add the following as Clause 21.14: Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0] Fixed:_____Value:_____Time:_____	Item		
Carried Forward		R	
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	Brought Forward		R
23	A22.0 LATENT DEFECTS LIABILITY PERIOD Clause 21.0 22.3.2 No Clause Fixed: _____ Value: _____ Time: _____	Item	
24	A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION Ref Clause 6.7 [CD] – Clause 23.1 Ref Clause 6.7 [CD] – Clause 23.2 23.2.13 No Clause Replace Clause 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD] Ref Clause 6.7 [CD] - Clause 23.7 Ref Clause 6.7 [CD] - Clause 23.8 Fixed: _____ Value: _____ Time: _____	Item	
	Carried Forward		R
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	Brought Forward		R
25	A24.0 PENALTY FOR LATE OR NON-COMPLETION Clause 24.0 Replace Clause 24.1 with the following: Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD] Replace Clause 24.2 with the following: Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of: Replace Clause 24.2.1 with the following: The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1] Fixed:_____Value:_____Time:_____ <u>PAYMENT</u>		
26	A25.0 PAYMENT Clause 25.0 Replace Clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount Add the following to Clause 25.3:	Item	
	Carried Forward		R
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Brought Forward		R	
25.3.12 Monthly Local content report,			
25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)			
25.3.14 Tax Invoice			
25.3.15 Labour intensive report			
25.3.16 Contract participation goal reports			
25.5 No Clause			
Replace Clause 25.6 with the following:			
Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.			
25.7.5 No clause.			
Replace Clause 25.10 with the following:			
The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate			
Replace Clauses 25.12 to 25.12.3 with the following:			
The value certified shall be subject to the following percentage adjustments :			
(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)			
Carried Forward		R	
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Brought Forward		R	
25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion 25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion 25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26 25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate. (Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])			
25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion 25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion			
Carried Forward		R	
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	Brought Forward		R
	25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26 25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate Fixed:_____Value:_____Time:_____	Item	
27	A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT Clause 26.0 Ref Clause 6.7 [CD] – Clause 26.1 Omit Clause 26.4.3 Ref Clause 6.7 [CD] – Clause 26.7 Replace Clause 26.10 with the following: The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion Ref Clause 6.7 [CD] – Clause 26.12 Fixed:_____Value:_____Time:_____	Item	
	Carried Forward		R
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	Brought Forward		R
28	A27.0 RECOVERY OF EXPENSE AND/OR LOSS Clause 27.0 Replace Clause 27.1.2 with the following: Interest due to late payment only Replace Clause 27.1.4 with the following: Interest due to late payment only 27.1.5 No Clause Replace Clause 27.5 with the following: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security Add the following as Clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security Fixed:_____Value:_____Time:_____	Item	
	Carried Forward		R
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Brought Forward		R
<u>SUSPENSION AND TERMINATION</u>		
29	A28.0 SUSPENSION BY THE CONTRACTOR Clause 28.0 28 No Clause 28.1 No Clause 28.1.1 No Clause 28.1.2 No Clause 28.1.3 No Clause 28.1.4 No Clause 28.1.5 No Clause 28.2 No Clause 28.3 No Clause 28.4 No Clause Fixed: _____ Value: _____ Time: _____	Item
30	A29.0 TERMINATION Clause 29.0 Add the following as Clause 29.1.4: The contractor's estate has been sequestered, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa Add the following as Clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract Add the following as Clause 29.1.6: Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22. Replace Clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]	
Carried Forward		R
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Brought Forward		R	
Replace Clause 29.9 with the following: The employer has the right of recovery against the contractor, where applicable, [CD] from: The guarantee for construction (variable) until the final payment has been made; or The guarantee for construction (fixed) until the date of practical completion; or The payment reduction until the final payment is made; or The cash deposit made as security until the final payment is made			
29.14.1 No Clause			
29.14.3 No Clause			
29.14.4 No Clause			
29.14.5 No Clause			
29.14.6 No Clause			
29.14.7 No Clause			
29.15 No Clause			
29.16 No Clause			
29.17.3 No Clause			
29.17.6 No Clause			
29.21.5 No Clause			
29.22 No Clause			
29.23 No Clause			
Carried Forward		R	
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

Bill No. 1
Preliminaries
Professional Services
NDPW & I - Port Elizabeth Regional Office

	Brought Forward		R	
	Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse			
	30.10 No Clause			
	30.12 No Clause			
	Fixed:_____Value:_____Time:_____	Item		
	<u>SECTION B - GENERAL PRELIMINARIES</u>			
	<u>B1.0 DEFINITIONS AND INTERPRETATION</u>			
32	B1.1 Definitions			
	Fixed:_____Value:_____Time:_____	Item		
33	B1.2 Interpretation			
	Fixed:_____Value:_____Time:_____	Item		
	<u>B2.0 DOCUMENTS</u>			
34	B2.1 Checking of documents			
	Fixed:_____Value:_____Time:_____	Item		
35	B2.2 Provisional bills of quantities YES			
	Fixed:_____Value:_____Time:_____	Item		
36	B2.3 Availability of construction documentation YES			
	Construction documentation is complete- Bills of Quantities & Drawings			
	Fixed:_____Value:_____Time:_____	Item		
	Carried Forward		R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward		R
37	B2.4 Ordering of materials and goods Fixed: _____ Value: _____ Time: _____ <u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u>	Item
38	B3.1 Previous work - dimensional accuracy Details: The accuracy of the existing building work is accepted Fixed: _____ Value: _____ Time: _____	Item
39	B3.2 Previous work - defects Details: The defects are accepted Fixed: _____ Value: _____ Time: _____	Item
40	B3.3 Inspection of adjoining properties Fixed: _____ Value: _____ Time: _____ <u>B4.0 THE SITE</u>	Item
41	B4.1 Handover of site in stages N/A Fixed: _____ Value: _____ Time: _____	Item
42	B4.2 Enclosure of the works Fixed: _____ Value: _____ Time: _____	Item
43	B4.3 Geotechnical and other investigations Details: No Geotechnical Investigation was carried out Fixed: _____ Value: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward		R
44	B4.4 Encroachments	
	Fixed: _____ Value: _____ Time: _____	Item
45	B4.5 Existing premises occupied YES	
	Specific requirements: The existing premises are occupied and tenderer's should take cognosence thereof when pricing this document.	
	Fixed: _____ Value: _____ Time: _____	Item
46	B4.6 Services - known	
	Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting	
	Fixed: _____ Value: _____ Time: _____	Item
	<u>B5.0 MANAGEMENT OF CONTRACT</u>	
47	B5.1 Management of the works	
	Fixed: _____ Value: _____ Time: _____	Item
48	B5.2 Progress meetings	
	Fixed: _____ Value: _____ Time: _____	Item
49	B5.3 Technical meetings	
	Fixed: _____ Value: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

	Brought Forward		R	
	<u>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u>			
50	B6.1 Samples of materials			
	Fixed:_____Value:_____Time:_____	Item		
51	B6.2 Workmanship samples			
	Fixed:_____Value:_____Time:_____	Item		
52	B6.3 Shop drawings			
	Fixed:_____Value:_____Time:_____	Item		
53	B6.4 Compliance with manufacturer's instructions			
	Fixed:_____Value:_____Time:_____	Item		
	<u>B7.0 DEPOSITS AND FEES</u>			
54	B7.1 Deposits and fees			
	Fixed:_____Value:_____Time:_____	Item		
	<u>B8.0 TEMPORARY SERVICES</u>			
55	B8.1 Water - to be provided by the contractor			
	Fixed:_____Value:_____Time:_____	Item		
56	B8.2 Electricity - to be provided by the contractor			
	Fixed:_____Value:_____Time:_____	Item		
	Carried Forward		R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

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Preliminaries
Professional Services
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	Brought Forward		R	
	<u>B10.0 ATTENDANCE ON SUBCONTRACTORS</u>			
60	B10.1 General attendance The contractor shall at his own expense provide the following general attendance on the subcontractors: Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the contractor The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials The use of erected scaffolding belonging to the contractor, in common with others having the like right, while it remains erected on the site The use, at reasonable times by arrangement of the contractor's erected hoisting equipment Fixed:_____ Value:_____ Time:_____	Item		
61	B10.2 Special attendance Fixed:_____ Value:_____ Time:_____	Item		
	Carried Forward		R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward		R
<u>B11 GENERAL</u>		
62	B11.1 Protection of the works Fixed:_____ Value:_____ Time:_____	Item
63	B11.2 Protection/isolation of existing/sectionally occupied works Fixed:_____ Value:_____ Time:_____	Item
64	B11.3 Security of the works Fixed:_____ Value:_____ Time:_____	Item
65	B11.4 Notice before covering work Fixed:_____ Value:_____ Time:_____	Item
66	B11.5 Disturbance 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 Fixed:_____ Value:_____ Time:_____	Item
67	B11.6 Environmental disturbance Fixed:_____ Value:_____ Time:_____	Item
Carried Forward		R
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

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Brought Forward		R
73	C1 CONTRACT DRAWINGS * Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document * 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 * A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent Fixed: _____ Value: _____ Time: _____	Item
74	C2 PREAMBLES The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" 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 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the bills of quantities / lump sum document Fixed: _____ Value: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward		R
75	C3 TRADE NAMES Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for Fixed: _____ Value: _____ Time: _____	Item
76	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 DPW-23(EC) to be completed by tenderer) Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable) Fixed: _____ Value: _____ Time: _____	Item
77	C5 VIEWING THE SITE IN SECURITY AREAS The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes Fixed: _____ Value: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

	Brought Forward		R
78	C6 COMMENCEMENT OF WORKS IN SECURITY AREAS As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account Fixed: _____ Value: _____ Time: _____	Item	
79	C7 ENTRANCE PERMITS TO SECURITY AREAS As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer Fixed: _____ Value: _____ Time: _____	Item	
80	C8 SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed: _____ Value: _____ Time: _____	Item	
	Carried Forward		R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

	Brought Forward		R
81	C9 PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959 Fixed: _____ Value: _____ Time: _____ C10 HIV/AIDS AWARENESS It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 25.0 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	Item	
	Carried Forward		R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward		R
82	C10.1 AWARENESS CHAMPION Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification Fixed: _____ Value: _____ Time: _____	Item
83	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: _____ Time: _____	Item
84	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: _____ Time: _____	Item
85	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: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

86	Brought Forward 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: _____ Time: _____	Item	R	
	Carried Forward Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		R	

	Brought Forward		R	
87	C11 OCCUPATIONAL HEALTH AND SAFETY ACT			
	The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)			
	It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document			
	The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment			
	Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained			
	Fixed: _____ Value: _____ Time: _____			
		Item		
	Carried Forward		R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

	Brought Forward		R
88	C12 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities / lump sum document The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these bills of quantities / lump sum document The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers Separate items which will be subject to remeasurement have been included elsewhere in these bills of quantities / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained Fixed:_____ Value:_____ Time:_____	Item	
	Carried Forward		R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward

R

89

C13 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed:_____ Value:_____ Time:_____

Item

Total Fixed Preliminaries	R
Total Time Related Preliminaries	R
Total Value Related Preliminaries	R
TOTAL PRELIMINARIES	R

Carried to Summary

R

Bill No. 1
Preliminaries
Professional Services
NDPW & I - Port Elizabeth Regional Office

Bill No. 2
Alterations (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No	Quantity	Rate	Amount
<u>BILL No. 3</u>			
<u>EARTHWORKS (PROVISIONAL))</u>			
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Proprietary items or materials</u>			
Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
<u>Nature of material to be excavated</u>			
The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"			
<u>Carting away of excavated material</u>			
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site			
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>			
<u>EXCAVATIONS ETC</u>			
<u>Soft excavation not exceeding 2m deep</u>			
1	Trenches	m3	3
Carried Forward			R
Bill No. 3 Earthworks (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<u>Keeping excavations free from water</u>			
2	Keeping excavations free from mud and all water other than from subterranean sources	Item	
<u>FILLING, ETC</u>			
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u>			
3	Backfilling to trenches, holes, etc	m3	2
Carried to Summary			R
Bill No. 3			
Earthworks (Provisional)			
Professional Services			
NDPW & I - Port Elizabeth Regional Office			

Bill No. 4
Concrete, formwork and reinforcement
Professional Services
NDPW & I - Port Elizabeth Regional Office

Brought Forward			R
<u>Finishing top surfaces of concrete smooth with a wooden float to a broom finish</u>			
4	Surface beds, slabs, etc.	m2	23
<u>MOVEMENT JOINTS, ETC.</u>			
<u>Vertical joggle construction joints through concrete including one coat thick cement slurry and one coat Bitumen paint to one face</u>			
5	Surface beds not exceeding 300mm thick	m	14
<u>Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces</u>			
6	Expansion joint not exceeding 300mm high	m	55
<u>Saw cut joints:</u>			
7	Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess.	m	69
<u>REINFORCEMENT</u>			
<u>Fabric reinforcement</u>			
8	Type 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	10
Carried to Summary			R
Bill No. 4			
Concrete, formwork and reinforcement			
Professional Services			
NDPW & I - Port Elizabeth Regional Office			

Item No		Quantity	Rate	Amount
	<u>BILL No. 5</u>			
	<u>MASONRY</u>			
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Proprietary items or materials</u>			
	Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
	<u>BRICKWORK</u>			
	<u>Sizes in descriptions</u>			
	Where sizes in descriptions are given in brick units, "one brick" shall be the length and "half brick" the width of a brick			
	<u>Cement mortar</u>			
	Unless otherwise described, all brickwork shall be built in 1:5 cement mortar			
	<u>External walls, etc</u>			
	Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole			
	Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixéal" bitumen emulsion waterproofing coating			
	Carried Forward		R	
	Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<u>Face bricks</u>			
Bricks shall be ordered timeously to obtain uniformity in size and colour			
<u>Pointing</u>			
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
<u>Samples, etc</u>			
Rates for brickwork, faced brickwork, etc shall include for all required samples			
<u>SUPERSTRUCTURE</u>			
<u>Brickwork of NFP bricks in CLASS II mortar</u>			
1	One brick walls	m2	2
<u>FACE BRICKWORK</u>			
<u>" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.</u>			
2	Extra over brickwork for face brickwork.	m2	2
<u>Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces</u>			
3	Coping on top of one brick wall pointed on top and both sides	m	2
Carried to Summary			R
Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office			

Bill No. 6
Waterproofing
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<u>BILL No. 7</u> <u>PLUMBING AND DRAINAGE</u> <u>(PROVISIONAL)</u> NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing of pipes</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level <u>Reducing fittings</u> Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained <u>Exposed concrete surfaces</u> Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster			
	Carried Forward Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office		R	

Brought Forward			R
<u>TAPS, VALVES, ETC.</u>			
<u>Polished brass</u>			
1	22mm Lockable tank cock with lugged brass lever as Cobra 541	No	2
2	20mm Brass hose bip-tap with wall plated elbow	No	2
<u>Stainless steel</u>			
3	25mm Sluice/gate valve with teflon seat	No	2
4	25mm Non-return valve	No	2
5	Stainless Steel Hose clamps 32-35mm	No	4
<u>uPVC economy</u>			
6	50mm Diameter Float valve	No	2
7	25mm Ball valve	No	8
<u>INTERNAL WATER SUPPLY</u>			
<u>Class 2 copper pipes for brass couplings</u>			
8	15mm Pipes	m	20
9	22mm Pipes	m	20
<u>Extra over class 2 copper pipes for "Conex" compression fittings</u>			
10	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	5
11	22mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	5
<u>Sundries</u>			
12	Testing internal water reticulation	Item	
Carried Forward			R
Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<u>EXTERNAL WATER RETICULATION</u>			
<u>HDPE Class 12 pressure pipes</u>			
13	25mm Pipe laid in and including trenches not exceeding 1m deep	m	100
14	25mm Pipe cast into concrete (concrete elsewhere)	m	20
<u>Extra over HDPE Class 12 polyethylene piping for pressure fittings</u>			
15	50/40 Full thread reducer	No	8
16	25mm Fitting, reducer, elbow, bend, tee, reducing tee, saddles, etc.	No	8
<u>TANKS, ETC.</u>			
17	5000 Litre Polyethylene water tank with 40mm diameter inlet at top and 40mm overflow outlet and 40mm outlet at base of tank including access hatch on top with vermin-proof vent.	No	2
18	Tying a tank with 4mm diameter galvanised wire wrapped twice around centre of tank and secured to corner of tank stand with a double strand of 4mm diameter galvanised wire embedded into concrete.	No	2
19	Take from stores and install 5000 Litre Tanks (Plinth measured elsewhere)	No	5
<u>FILTERS HOUSING</u>			
20	Three stage 20 Inch big blue water filtration system including filters, bracket frame and housing spanner.	No	2
<u>STORMWATER CHANNELS</u>			
Carried Forward			R
Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<u>Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, shuttering, expansion joints, Ref 245 reinforcing mesh, sealant to joints and finishing</u>			
21	1000 x 150mm Thick V-dish channel 75mm deep	m	15
22	Extra for angles, intersections, ends, dressing into sides of catchpits, etc.	No	3
<u>Sundries</u>			
23	Excavate to open face to form cutt-off drain to falls, form banks and remainder deposit on site where directed	m3	3
24	Triangular shaped stormwater channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin	No	1
Carried to Summary			R
Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office			

Item No	Quantity	Rate	Amount
<u>BILL No. 8</u>			
<u>ELECTRICAL WORK (PROVISIONAL)</u>			
<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
<u>PREAMBLES</u>			
All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001			
<u>SUPPLEMENTARY PREAMBLES</u>			
The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications			
<u>Proprietary items or materials</u>			
Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
<u>ELECTRICAL INSTALLATION</u>			
<u>Qualified Electrician</u>			
Tenderer's are advised that a registered and qualified 3-phase electrician will be required to provide a electrical compliance certificate upon completion of the project			
Carried Forward		R	
Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward <u>Schedule of information</u> Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders. <u>Labelling & Colour Coding</u> The cost of labelling and colour coding must be included within the prices of the respective equipment. <u>Fixing of conduits</u> The fixing of conduits shall be as follows a) Build in conduits in wall chases with cement mortar and clamps b) Fix conduits on wall surfaces and in roof spaces with approved saddles c) Cast conduit in concrete surface beds or slabs d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles <u>Chasing</u> All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting		R	
Carried Forward Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office		R	

Brought Forward			R
<u>Laying of electric cables</u>			
Excavate 600mm below finished ground level			
Encase the installed cable in river sand or sifted sand			
Mark the cable route with approved concrete cable markers			
<u>Work to be done to existing "DB"</u>			
1	25A Single pole mccb's	No	1
2	63A Double pole earth leakage units	No	1
<u>ELECTRICAL SUPPLY</u>			
<u>PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep</u>			
3	4mm ² x 2 - Core and 10mm earth wire	m	10
4	6mm ² x 2 - Core and 10mm earth wire	m	10
5	16mm ² x 3 - Core and 10mm earth wire	m	55
<u>Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lengths required</u>			
6	4mm ² x 2 - Core	No	3
7	6mm ² x 2 - Core	No	3
8	16mm ² x 2 -Core	No	3
<u>Cable sundries</u>			
9	150mm Wide cable danger warning tape placed 150mm above cables in trenches	m	15
Carried Forward			R
Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<u>LIGHTING AND SMALL POWER</u>			
<u>Rigid PVC conduits</u>			
10	25mm Diameter	m	55
<u>GALVANISED CONDUIT</u>			
<u>Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)</u>			
11	25mm Diameter	m	10
<u>CONDUIT BOXES AND FITTINGS</u>			
12	100 x 50 x 50mm Deep box	No	3
13	100 x 100 x 50mm Deep box	No	3
14	250 x 150 x 100mm Deep waterproof york box	No	3
<u>Galvanised trunking with cover fixed to brickwork</u>			
15	50x50mm Trunking	m	15
<u>CONDUCTORS</u>			
<u>PVC insulated stranded copper conductors drawn into wireways</u>			
16	1,5mm ²	m	75
17	2,5mm ²	m	30
18	4mm ²	m	30
<u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u>			
19	16A Single three-pin switched socket outlet	No	1
20	25A Two phase isolator with external waterproof box	No	1
Carried Forward			R
Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office			

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Carried Forward

Brought Forward		R	
<u>Galvanised Cage for Pressure pump consisting of 50 x 50 x 5mm angle iron framework covered with expanded metal mesh, bolted to concrete surface bed.</u>			
3	Single cage 400mm wide, 600mm long and 600mm high internally.	No	1
4	100mm M13 expansion bolt	No	1
<u>Commissioning, Maintenance, etc</u>			
5	Allow for commissioning and testing of the installation		Item
6	Allow for 12 month maintenance and guarantee of the installation		Item
7	Allow for providing operating and maintenance manuals		Item
Carried to Summary			R
Bill No. 9 Mechanical Installation (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office			

Quotation Number: GQEQ-2025/2026-078

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