

### PROVINCIAL GOVERNMENT

REPUBLIC OF SOUTH AFRICA

## **DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**LDPWRI-B/20117** 

# **BID DOCUMENT**

# FOR THE

# CONSTRUCTION OF NEW OFFICES AT MAJEJE TRADITIONAL COUNCIL IN MOPANI DISTRICT

**MINIMUM CIDB GRADING: 6GB** 

September 2021

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE Private Bag x9490, Polokwane 0700 Tel: (015) 284-7000

**BID NO:** 

**LDPWRI-B/20117** 

# **BID DOCUMENT**

FOR THE

#### CONSTRUCTION OF NEW OFFICES AT MAJEJE TRADITIONAL COUNCIL

IN

#### **MOPANI DISTRICT**

**FOR** 

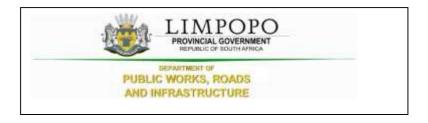
# DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE LIMPOPO PROVINCE

SEPTEMBER 2021

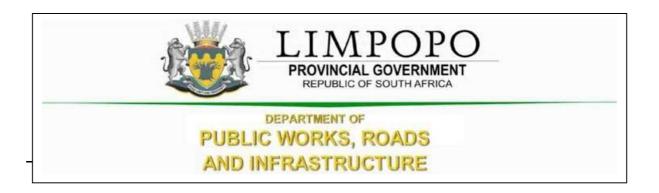
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**PART A: SPECIAL NOTES TO BIDDERS** 



**NOTES TO BIDERS** 

**NAME OF PARTIES** 

#### **EMPLOYER**

Limpopo Province Department of Roads & Infrastructure: Works Towers

43 Church Street

Tel: (015) 284 7000/1

Private BAG X9490

**POLOKWANE** 

0700

#### Contact:

Maluleke ZV @ (015) 284 7219

#### PROFESSIONAL TEAM (ARCHITECT, QUANTITY SURVEYOR AND ENGINEERING)

Limpopo Province Department of Public Works, Roads and Infrastructure, Polokwane

Contact: (015) 284 7001

#### 1. SPECIAL CONTRACT DOCUMENTS

#### Note:

The clauses in these Special Contract Conditions form part of the contract requirements and shall have preference over any contradicting clauses in these Bills of Quantities, the preliminaries, and the Conditions of Contract.

#### 1.1 CONTRACT DOCUMENTS

The Contract Document will consist of:

- I. The agreement shall be the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005 amended as hereinafter described.
- II. Documents to be provided by the Contractor in terms of the requirements of these Provisional Bills of Quantities. Where reference is made to the "subcontract agreement" this is deemed to mean the "JBCC Series 2000 Nominated /Selected Sub-Contract Agreement" (March 2005 Edition)
- III. The JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee (May 2005 edition) amended as hereinafter described, shall be deemed to be incorporated herein.
- IV. Tenderers are referred to the above -mentioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause numbers and headings only, for which, such allowance must be made as may be considered necessary.
- V. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given as far as possible under each relevant clause. Where modifications or amendments as described are made, such modifications and/or amendments shall supersede any conflicting provision in the relevant clauses of the JBCC Series 2000 Preliminaries or the JBCC Series 2000 Principal Building Agreement and the tenderer shall make due allowance for whatever costs and charges he may consider necessary for the carrying out and observance of the provisions of the clauses as modified and/or amended.
- VI. Where any clause is not relevant to this specific contract such clause is marked N/A (signifying "not applicable").
- VII. "The Model Preambles for Trades" as recommended and published by the Association of South Africa Quantity Surveyors -1999 edition, shall be deemed to form part of this contract documentation. Any amendments and/or additional information is listed under the supplementary preambles at the start of each trade in the bills of quantities.
- VIII. Pricing of preliminaries The relevant clause numbers of sections A and B of the preliminaries are listed at the end of the contract preliminaries section for pricing purposes. if Alternative as set out in clause 10 of the preliminaries hereinafter is to be used for the adjustment of the preliminaries, each item priced is to be allocated to one or more of the three categories.

- IX. The **tenderer** shall allow opposite each of the items for whatever costs and charges he may consider necessary for the carrying out, complying with and due observance of the provisions, conditions, and requirements set out therein.
- X. Only priced items will be considered in respect of any adjustments to this section. Any items left unpriced will be understood to be provided for in the rates given for other items and no claim for extras arising out of the tenderer's omission to price any item will be entertained.
- XI. Notwithstanding the period stated in the JBCC form of tenders, tenderers shall hold good for a period of one hundred and eighty (180) calendars days from the date of closing of the tenderers and shall not be altered, amended, or withdrawn during that period.

#### 2.2 QUERIES FROM BIDDERS

The pages of these bills of quantities are numbered consecutively as indexed on the first page.

The Bidder shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description or these bills of quantities contain any obvious errors, the Bidder shall notify the Accounting Officer/ Quantity surveyor at once who shall promptly give a written directive. No liability whatsoever will be admitted in respect of errors in any BID due to the abovementioned causes.

On no account should these documents be used for placing orders for materials. Bidders do so at their own risk and shall not be reimbursed for additional costs so incurred.

#### 2.3 ACQUAINTANCE WITH BID DOCUMENTS

By submission of a BID, the Bidder will be deemed to have acquainted himself/herself fully with the BID documents, local authority requirements and by-laws and all aspects of the work envisaged in the documents before pricing and submission of his/ her BID. The employer may appoint a principal Agent to act on his/ her behalf with full authority and obligations.

#### 2.4 FORMS TO BE COMPLETED

The form of BID together with its appendices must be submitted with the BID.

#### 2.5 SCOPE OF THE WORKS

The project comprises the **CONSTRUCTION OF NEW OFFICES AT MAJEJE TRADITIONAL COUNCIL IN MOPANI DISTRICT** as well as related services in accordance with the drawings and specifications that will be provided to the contractor.

The Contractor shall provide sufficient qualified technical staff, field staff, and safety personnel to ensure the Works under this contract be satisfactorily carried out safely and meeting the performance targets and programs. The Contractor shall also provide competent attendant(s) to monitor any works concerning the scope of works.

#### **2.6 PROGRAMMING WITH DIRECT CONTRACTORS**

Tenderers must take note that some work may be performed by independent/ direct contractors that will not form part of this contract. Tenderers, however, must make provision for these installations in their program and must provide all the necessary assistance to The Limpopo Department of Public Works, Roads and Infrastructure in completion of the said contracts.

• Any installations by specialists e.g., Security installation, loose furniture

#### **2.7 SITE**

The site is at Majeje Traditional Council, in MOPANI DISTRICT

#### 2.8 CONTRACT DOCUMENTS

The contract/agreement will be based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005.

Wherever reference is made to the terms "Client, Employer or Principal Agent) in the documents, it shall be deemed to mean. The Limpopo Department of Public Works, Roads, and Infrastructure or any person acting in such capacity as well as any officer to whom any power vested in terms of these conditions of the contract have been delegated to.

#### 2.9 CONFIDENTIALITY OF BID DOCUMENTS

All the recipients of BID documents shall be whether they submit a bid or not, treat the details of these documents as confidential and their general content shall not be disclosed or discussed with third parties without the prior approval of the **Limpopo Department of Public Works**, **Roads**, **and Infrastructure**.

#### 2.10 BID ALL INCLUSIVE

The Bidder must allow in his/ her BID for all labour, material, transport, handling, construction plant, temporary works, or method of construction where the method of payment allows for various methods of construction, value-added tax and everything else necessary for the execution and completion of the works in accordance with the BID documents

#### 2.11 BILLS OF QUANTITIES

This Bill of Quantities is provisional and subject to be re-measured.

The Contractor / Bidder is warned that if he/ she use any quantities or specifications appearing in these Bills of Quantities for ordering materials, he/ she does so at his/ her own and no liability whatsoever shall be admitted afterward by the **Employer / Limpopo Department of Public Works**, **Roads**, **and Infrastructure** for such correctness of such quantities or specifications.

#### 2.12 STAMP DUTY

If applicable, all stamp duties in connection with the contract shall be paid by the Bidder.

#### 2.13 SIGNING OF BIDDERS

The BID must be signed by a representative of the Bidder being duly authorized to do so and Bidders are to attach a company resolution.

#### 2.14 LODGING AND SCRUTINY OF PRICED BILLS OF QUANTITIES

The Bidder's / Contactor's attention is specifically directed to the provision that, before the contract is signed, he/ she is to submit his/ her priced Bills of Quantities with conditions of contract and cast neatly in black ink for checking. The Accounting Officer / Quantity Surveyor will duly check the priced Bills of Quantities and shall make such adjustment of individual prices and rectify discrepancies as he may consider necessary. No artificial prices shall be acceptable.

#### 2.15 ADDITIONAL INFORMATION REQUIRED

The Employer / Limpopo Department of Public Works, Roads and Infrastructure may ask any Bidder for a clarification/s of his / her BID. Nevertheless, no Bidder will be permitted to alter his / her BID sum after the BIDs have been opened and read to other bidders, although clarification which does not change the BID may be accepted.

The Employer reserves the right to appoint a firm of public accountants to report on the financial capacity of any Bidder. The Bidder shall provide all reasonable help and information in such an investigation.

All written information submitted by the Bidder together with and in support of his / her BID shall be considered to form the basis on which the BID has been prepared and submitted.

#### **2.16 ARITHMETICAL ERRORS**

The Accounting Officer / Quantity Surveyor reserves the right to correct arithmetical or other errors in the Officer / Surveyor for reasons which the Accounting Officer / Quantity Surveyor will indicate, the Bidder will, in terms of Rule 14, be requested to make corrections.

#### 2.17 IMBALANCE IN BIDDED/TENDERED RATES

In the event of there being any rate or rates which are declared to be unacceptable by the Accounting officer/Quantity Surveyor for reasons which the Accounting Officer / Quantity Surveyor will indicate, the Bidder will, in terms of Rule 14, be requested to:

- a) Either justify and specify rate or rates, i.e. to give a financial breakdown on how such rate or rates were obtained or calculated, or
- b) Consider amending and adjusting such rate while retaining the BID sum derived under Sub-rule 15.a unchanged and fixed.

If the Accounting Officer / Quantity Surveyor requests the Bidder to adjust any unacceptable rate or rates, the Accounting Officer / Quantity Surveyor may at his / her discretion limit any such adjustment to rates in specific sections of the bills of quantities. On no account will the Accounting Officer / Quantity Surveyor permit the Bidder to use such an opportunity to re-price extensive sections of the bills of quantities, even though the BID sum remains unchanged.

#### 2.18 ALTERATIONS TO BID DOCUMENTS

No unauthorized alteration or addition shall be made to the form of BID, to the bills of quantities or any other portion of the BID documents. If any such alteration or additions is made and if the bills of quantities of not properly completed, the BID may be rejected, and the Employer will not be bound to by such alterations.

#### 2.19 BID QUALIFICATIONS

BIDs must be submitted strictly in accordance with the BID documents, i.e. without qualifications. Qualifications like statements of interpretation of contract documents must be avoided and any point of doubt or difficulty should be cleared with the Accounting Officer / Quantity Surveyor as early as possible during the BID period. Should any query be found to be any influence to the BID, all other Bidders shall immediately be informed of the particulars by the Accounting Officer / Quantity Surveyor.

#### 2.20 COSTS INCURRED BY BIDDER

The Employer shall not be responsible to pay for the expenses or losses, which may be incurred by any Bidder in the preparation of the BID or in visiting the site in connection herewith.

#### 20.21 BID ACCEPTANCE

The Employer will not be bound to accept the lowest or any BID. No reason for the acceptance or rejection of any BID will be given.

#### 20.22 WITHDRAWAL OF BID AFTER CLOSING DATE

The Bidder may not withdraw his BID after the time set for opening BIDs without any BID having been accepted.

Should a Bidder amend or withdraw his/her BID after the specified date and hour, but prior to his being notified of the acceptance thereof, or should a Bidder after having been notified that his/her BID has been accepted.

- (a) Give notice of his/her inability to execute the contract in terms of his BID; or
- (b) Fail to sign a contract or furnish the security within the period fixed in the BID Conditions reflected on the form of BID or any extended period fixed by the Employer; or
- (c) Fail to execute the contract;

He shall pay all additional expended, damages and/or losses which the Employer may incur in calling for fresh BIDs or by paying the difference between his/her BID and a less favorable BID accepted in terms of the provisions of the last paragraph of this term: Provided that the Employer may at its discretion exempt a Bidder from the provisions of this sub-rule if he believes that the circumstances justify the exemption.

When in circumstances mentioned in the second paragraph of this item, the Employer deems it not desirable to invite fresh BID; then the Employer may accept another BID from those already received. The provisions of Rule 2.21 above, shall again apply.

#### 2.23 METHOD OF MEASUREMENT

The Bills of Quantities have been measured in accordance with the 6<sup>th</sup> Edition of the standard system of Measuring Builders Work.

#### 2.24 AVAILABILITY AND SUBSTITUTION OF MATERIALS

Bidders are urged to make themselves, during BID stage, thoroughly acquainted with the availability of all materials for this project as no claim for non-availability or late delivery of materials will afterward be recognized/considered.

If materials specified are not available or it seems that there will be a delay of materials, then the Bidder must notify the **Employer** at once in writing who will, at his/her discretion, attend to the matter. Once the BIDs are handed in it will be taken that all materials specified in these Bills of Quantities are available and will be delivered on-site for completion of the project within the prescribed contract period.

The Substitution will be strictly subject to the **Employer's** approval.

The **Contractor** must, as far as possible, purchase materials available in the Limpopo Province provided the quality is acceptable. Materials of inferior quality shall under no circumstances be accepted. If the **Contractor** cannot comply with these conditions, he/she must substantiate this in writing with documentary proof from suppliers.

#### 2.25 PROPRIETARY TYPES AND TRADE NAMES

Where reference is made in these Bills of Quantities to proprietary types or names, the products, or materials, etc. referred to are to be exactly as described, the prior approval of the **Employer** must be obtained for any substitution and may be the subject to a variation order.

#### 2.26 SABS SPECIFICATIONS

All references in these Bills of Quantities to Specifications of the Bureau of Standards shall be deemed to be a reference to the latest issues of such specifications, and any subsequent amendments thereto. All articles, materials or items described as to conform to the SABS Specification must bear the SABS mark where possible.

#### 2.27 PERFORMANCE GUARANTEE

Where the project is over R 2 000 000.00 the Bidder must submit with this BID proof (using a letter of intent or otherwise) from his/her guarantor that his/her guarantor will issue the guarantee if the BID is accepted.

#### 2.28 BID

While the Employer reserves the right to accept or not accept any BID, the intention is that a BID will be accepted. The successful Bidder will be appointed as the Main Contractor in terms of the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March

2005. Any condition submitted by the Bidders which is a variance with the provisions of the main contract will not be accepted and may render the BID liable to disqualification.

The BID shall be sealed in an envelope and endorsed as per BID form and be deposited in the BID box as per BID advert.

On no account will BIDS received after the time and date for submission of BIDs be considered and Bidders are advised that postal delays will not constitute a claim for recognition of such BIDS.

Telegraphs or telefaxed BIDS will **NOT** be considered under any circumstances.

#### 2.29 INSPECTION OF SITE

A Compulsory site inspection will be as per tender advert. Tenderers are, however, urged to thoroughly inspect the site, acquaint themselves with the nature and extent of the works, the site conditions about power and water supply, transport facilities, conditions of adjacent existing buildings and also access to the site, availability of working space, etc.; before submitting their BIDs as no extra cost arising out of their failure to price for the above mentioned shall be considered.

#### 2.30 SITE OFFICE

The Contractor shall erect, maintain, and takedown on completion of the work a building for site meetings with a concrete floor, suitable roof, suitable walls, door, and four windows, with tables and chairs (not benches), all suitable to accommodate 12 persons.

It is further a condition that all work or movement of vehicles in the vicinity of this office that creates noise or nuisance during site meetings must be suspended for the duration of the site meetings.

#### 2.31 LOCAL LABOUR

As soon as the site is handed to the Contractor, he/she will be expected to form a joint committee with the local community. This committee will ensure that all unskilled and available semi-skilled labor are employed from the community.

All labour shall apply through the committee for employment on the project and the selection of these labourers shall be made by the Contractor from a list of applicants complied by the community members on the committee.

On all labour-intensive projects, at least 10% of the labourers must be employed from the local community where the project will be executed.

Labourers should be paid in accordance with the provision of the Labour Relations Act, Act 23 of 1956 and the amended Basic Conditions of Employment of 1983, or any latest available Acts.

In accordance with Government Gazette No.16095 of 19 November 1994 wages differ for different areas.

#### 2.32 PROCEDURE OF THE WORK

The Employer reserves the right to direct the order in which the various parts of the contract will be executed should circumstances warrant such action.

#### 2.33 VARIATIONS

Where prices are submitted by the Contractor or Nominated Sub-Contractor during the progress of the works in respect of variations or regarding a claim under the terms of the contract and even though such prices may be used in an interim certificate, it is hereby agreed that there is to be no presumption of acceptance. Should the Employer wish to accept any such prices before the issue of the final certificate, he will do so in writing.

#### 2.34 PROVISIONAL WORK

Any increase or decrease of work measured provisionally will not be sufficient grounds for any adjustments in the tendered rates.

#### 2.35 MONEY/BUDGET OR PROVISIONS

Whatever an amount for work is allowed in these Bills of Quantities under the term "Money/budgetary Provision" it shall be taken that such amount is for work to be carried out by Specialists, who will be ordinary domestic Sub-Contractors to the Main Contractor.

#### 2.36 BORROW PITS

It is the responsibility of the Contractor to find the necessary borrow pits for imported filing and also to ascertain the suitability and acceptability of such filling, as no claims in this regard will be entertained afterward.

#### **2.37 TESTS**

It is the responsibility of the Contractor to carry out his/her tests during the execution of the contract to check the strength of concrete, mortar, the density of filling, etc., and only those tests as requested by the Employer will be paid for by the Client.

#### 2.38 THE CONTRACT PERIOD

The contract period shall be 12 months (exclusive of builder's holiday) from the date of site handover.

#### 2.39 COMPLETION OF BID DOCUMENTS

Bidders shall ensure that all documents requiring completion are duly completed in ink (black), signed, and witnessed in the spaces provided.

#### 2.40 OCCUPATIONAL HEALTH AND SAFETY

In terms of the Occupational Health and Safety Regulations promulgated on 18 July 2003, Bidders are advised that they are required to comply fully with such regulations about this project as no claims in this regard will be entertained.

#### **2.41 VALUE ADDED TAX**

Value-added tax must be added to the contract amount in the Final Summary and all amounts, rates, etc. in the Bills of Quantities will, therefore, be exclusive of value-added tax.

#### 2.42 PRICES ALL INCLUSIVE

The Bidder must allow in his/her BID for all labour, material, transport, handling, construction plant, temporary works, or method of constructions where the method of payment allows for various methods of construction, value-added tax and everything else necessary for the execution and completion of the works in accordance with the BID documents.

#### 2.43 PROOF OF PAYMENT OF VALUE ADDED TAX OR ANY APPLICABLE IMPORT DUTY

The Bidder is to provide proof that he/she and all his Sub-Contractors are registered at the Receiver of Revenue for VAT or any applicable import duty purposes and will submit all names of Sub-Contractors to the Employer. The Employer may submit all this information to the Receiver of Revenue.

#### 2.44 WORKMEN'S COMPENSATION

The Contractor must provide valid proof of active registration with the workmen's compensation fund (COIDA).

#### 2.45 CONTRACT PRICE ADJUSTMENT

The BID will be subject to Escalation and the base month will be based on the date of tender closing.

#### **2.46 GENERAL NOTES**

Should the tender be awarded to the successful tenderer, the following is to be noted:

- No works shall commence until the Health and Safety Plan has been issued by the successful tenderer and has been approved by the Department of Public Works, Roads and Infrastructure representative.
- No work shall commence on site until all CAR and PL insurances are in place
- No payment shall be made until all guarantees are in place.
- Workers employed by the Contractor will not be allowed to be seen lingering around existing facilities or disturbing classes.
- The Contractor must not render any construction activities that will affect the Client operation before informing the Employer for approval thereof.
- The Contractor's workers should be noticeable by wearing proper clothing with the company logo.

#### 2.47 PAYMENT PROCEDURE

Payment procedure in terms of this contract shall be as follows:

- The Contractor to submit valuation by the 20<sup>th</sup> of the Month.
- The payment shall be issued to the Department of Sports, Arts and Culture by the 7<sup>th</sup> of the following month, with payment being made by the 30<sup>th</sup> of that month.
- Every effort will be made to achieve payments earlier, but this cannot be guaranteed.

- Interest on late payments shall be charged at the prime rate.
- Payment for unfixed materials (Material on site) on-site shall be allowed.
- Payment for materials off-site shall only be allowed subject to written approval by the Employer, which
  will only be conditional upon the necessary cessions being in place and any other documentation
  which the Employer requests.

#### 2.48 INFORMATION RELEVANT TO INSURANCES

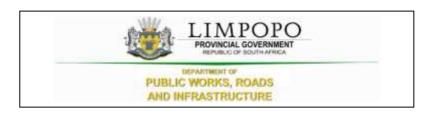
The Contractor will be expected to take the following insurance with a deductible to be determined by the Contractor. In addition to the above-mentioned, the Contractor should take any other insurances relevant to the proper execution of the works.

#### 2.49.1 CONTRACT WORKS

- Estimated Contract Amount plus 20%

#### 2.49.2 PUBLIC LIABILITY

- R 10 000 000.00



#### PART T1: TENDERING PROCEDURE

#### T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Limpopo Department of Public Works, Roads and Infrastructure invites tenders for the **CONSTRUCTION OF NEW OFFICES AT MAJEJE TRADITIONAL COUNCIL IN MOPANI DISTRICT.** 

It is estimated that tenderers should have a CIDB class grading of 6GB or higher.

Only tenderers who meet the minimum requirements stated in the tender data are eligible to submit tenders.

A non-refundable tender deposit of **as per Tender Advert** payable in cash is required on collection of the tender documents.

Tender documents are obtainable at Works Towers, Department of Public Works, Roads, and Infrastructure, 43 Church Street, Polokwane, during the following times: 08:00 to 15:00 (Monday to Friday) as from **as per Tender Advert**.

Queries relating to the issue of these documents may be addressed in writing to **Ms Moloto V**, **Tel. No.015 284 7142**; email: molotomv@dpw.limpopo.gov.za.

A compulsory briefing meeting with representatives of the Employer will not take place due to the Covid-19 Lockdown restrictions. However, tenderers are welcomed to make arrangements to visit the site on a non-compulsory basis at the MAJEJE TRADITIONAL COUNCIL OFFICES IN MOPANI DISTRICT.

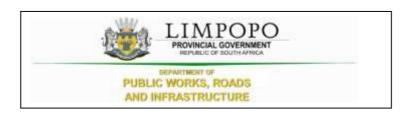
The closing date and time for receipt of tenders are as per Tender Advert.

Telegraphic, telephonic, scanned documents, facsimile, e-mail, and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued including priced bills of quantities.

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

It remains the responsibility of the bidders that the bid document reaches the tender box by the stipulated closing date and time as advertised on the tender bulletin.



#### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 10 July 2015. (See <a href="https://www.cidb.org.za">www.cidb.org.za</a>).

The Standard Conditions of Tender make several preferences to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause number	Tender Data
F.1.1	The Employer is the Limpopo Department of Public Works, Roads and Infrastructure

F.1.2 For this contract, the following documents will be adopted:

The **single-volume** procurement document issued by the employer comprises of the following:

#### Part A1: Special Notes to Bidders

#### The Tender

#### Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

#### Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

#### The Contract Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

#### The Contract Part C3: Pricing data

C3.1 Pricing instructions

#### The Contract Part C4: Provisional Bills of Quantities

C4.1 Preliminaries

C4.2 Building Works

C4.3 Electrical Installation

C4.4 Mechanical Installation

C4.5 Civil Works

C4.6 External Works

C4.7 COVID-19 Health and Safety Compliance

C4.8 Provisional Sums

#### Part 5: Scope of work

C5.1 Scope of work

#### Part 6: EPWP Infrastructure Guideline 2015

C6.1 Data Collection Tool

#### Part 7: Site information and drawings

C7.1 Site information

C7.2 Drawings

#### F.1.3 The employer's representative is:

Name : V Maluleke

Address : Department of Public Works, Roads and Infrastructure. Works Towers, 43 Church

Street.

Tel 015 284 7219

Fax:

#### F.1.4 The language for communications is English

#### F.2.1 Only those Bidders who satisfy the following eligibility criteria are eligible to submit tenders:

- 1. The Bidder is a Firm.
- **2.** Bidders that satisfy the criteria stated in the tender data and the tenderer or any of his principles is not under any restriction to do business with the employer.

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F.2.2	Compulsory site briefing
	A compulsory site briefing meeting with representatives of the Employer will not take place due to the Covid-19 Lockdown restrictions. However, tenderers are welcomed to make arrangements to visit the site on a non-compulsory basis at the MAJEJE TRADITIONAL COUNCIL OFFICES IN MOPANI DISTRICT.
F.2.3	Tenderers may request clarification of the tender documents by notifying the employer at least five (5) working days before the closing time and date stated in the <b>Tender Advert.</b>
F.2.4	No alternative tender offers will be considered.
F.2.5	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
F.2.6	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as consortiums shall state which of the signatories the lead is partner whom; the employer shall hold liable for the tender offer.
F.2.7	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
F.2.8	Location of the tender box: Department of Public Works, Roads and Infrastructure,
	Physical Address: Corner River and Blaauwberg streets, Ladanna, 0699.
	<b>Identification details</b> : Tender reference number, Title of Tender and the closing date and time of the tender.
F.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.10	Tenderers are alerted that tender offers which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
F.2.11	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.12	The tender offer validity period is 180 Days.
F.2.13	A valid Tax Clearance / Compliance Certificate, or a unique security Personal Identification Number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Subcontractors / Sub-consultants are involved, each party to the association must submit a separate Valid Tax Clearance / Compliance Certificate or a unique security personal Identification number)
F.3.1	Tenders will not be opened immediately after the closing time for tenders.
F.3.2	The tenderers will be evaluated in <b>four</b> stages  (i) Compliance documents – refer to the list of returnable documents (Part T2)  (ii) Local Content (SBD 6.2) and its Annexures  (iii) Functionality  (iv) Price and Preference (BBBEE)

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#### F.3.3 **Scoring Financial Offer:**

Tender offers will be scored using the following formula:  $NFO = (\frac{Pm}{P}) \times 100$ 

Where

NFO = number of tender evaluation points awarded for the financial offer.

W1 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1

Pm = the comparative offer of the most favourable tender offer. P = the comparative offer of the tender offer under consideration.

where

W1 = the number of tender evaluation points for the financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received has a value above R 50 000 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000.

Scoring Preferences:

Up to 20 points will be awarded to the tenderer who completes the referencing schedule and who is found to be eligible for the preference claimed

The Department is not obliged to award the tender to the bidder with the highest number of tender points.

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#### **TENDER EVALUATION CRITERIA AND WEIGHTINGS**

#### **NOTES TO BIDDERS**

#### 1.1 CRITERIA USED FOR THE EVALUATION/ ADJUCATION OF INFRASTRUCTURE RELATED BIDS

- 1.1.1 The points are allocated as follows:
- 1.1.2 For projects above R500 000, the distribution of points is used as follows:

#### A. BID EVALUATION STAGE 2- LOCAL CONTENT (SBD 6.2)

- **1.1** A bid may be disqualified if the Local Content Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
- 1.2 This tender is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2017: Preferential Procurement Regulations, 2017 submitting of SBD 6.2 and its declarations is compulsory. Please note a minimum threshold of for local content and production in relation to this bid (refer to the list of Designated Items for Local Production and Content)
- 1.2.1 Evaluation in terms of the stipulated minimum threshold for local production and content. LDPWRI-B/20015 will be evaluated in terms of minimum thresholds for local content stipulated in the LDPWRI-B/20015 document. The declaration made by the BIDDER in the Declaration Certificate for Local Content and Annex C (Local Content Declaration: Summary Schedule) will be used for this purpose.
- 1.2.2 All responses that will not meet the required minimum threshold "Annexure 1 (SBD 6.2" for local content as stipulated in the specifications will be disqualified and not evaluated further. Only Bidders that achieved the minimum threshold for local content and production will be evaluated further in terms of functionality and preference point system prescribed in the Preferential Procurement Regulations, 2017.
- 1.2.3 All Declarations for Local Content and Production must be fully completed and signed.

**N.B** Bidders will need to meet a minimum threshold percentage for local production and content as stipulated in the Bid Document (refer to the list of Designated Items for Local Production and Content) to be further evaluated in terms of the 80/20 preference point system prescribed in the Preferential Procurement Policy Framework Act, 5/2000 and preferential procurement regulations of 2017.

- 1.2.4 The exchange rate to be used for the calculation of Local Production and Content must be the exchange rate published by the South African Reserve Bank (SARB) during the advertisement period of this LDPWRI-B/20117.
- 1.2.5 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 will be used to calculate local content.
- 2.6 The Local Content (LC) expressed, as a percentage of the bid price will be calculated in accordance with the following formula:

$$LC = (1 - x/y)^* 100$$

Where

X is the imported content in Rand

Y is the quotation price in Rand excluding value added tax (VAT)

- 1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 11:00 on Friday, 21 February 2020.
- 2. Only the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

#### A. BID EVALUATION STAGE 3 - FUNCTIONALITY

# NOTE: Functionality - A bidder must obtain a minimum of 70% under functionality to qualify for final evaluation.

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:

Functionality	Weighting
Current Workload of Bidder	
The current value is equal or greater than twice the maximum value of the required	
CIDB grade = 0	
The current value is greater than the maximum value of the required CIDB grade	
but less than twice the maximum value of the required CIDB grade = 5	
The current value is within the required CIDB threshold = 12	
The current value is less than the minimum value of the required CIDB grade = 20	20
Current value refers to the current value of projects for both General Building (GB) and Civil	
Engineering (CE). Please list the current projects which your company is busy executing in	
Table 1.	
NB: Completion of this table is mandatory for points to be allocated. Do not refer to any	
attachment. If no projects at the moment the tenderer must indicate on this	
table.Misrepresentation of facts will render your bid non-responsive.	

#### Table 1 List of current projects executed by the bidder

1. Do you have current projects being executed Yes/No?

2. If Yes, please indicate the details on the table below. Please note that it is compulsory to answer the question and if the answer is yes, complete the table. If the question is not answered or the table is not completed the points will not be allocated.

Project Description	Project Value	Start date	Planned end date	Client Name	Contact Person number

Profile	of key staff (the key staff must be linked to project-specific organogram). CVs and	
	copies of qualifications must be attached for points to be allocated.	
	the details of key staff in Table 2. Completion of this table is mandatory for points	Weighting
	e allocated.	
	Supervisor/Site Agent	
Qualifica		
	Registration as a professional engineer, technologist, architect, construction manager or quantity surveyor = 5	
•	Degree in built environment = 3	
•	National Diploma in Built environment = 1	
Experie	nce	
•	5 years' experience or more = 5	
•	Between 2- and 5-years' experience = 3	
•	Less than 2 years = 1	
Constru	uction Manager	
Qualifica	ation	
•	Registration as a professional engineer, technologist, architect, construction	
	manager or quantity surveyor = 5	
•	Degree in built environment = 3	30
•	National Diploma in Built environment = 1	
Experie	Experience	
•	5 years' experience or more = 5	
•	Between 2- and 5-years' experience = 3	
•	Less than 2 years = 1	
Site Saf	Site Safety Officer	
	Registration with the South African Council for Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer / Construction Health and Safety Manager = 5	
	No registration with the South African Council for Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer / Construction Health and Safety Manager = 0	
Experie	nce	
•	5 years' experience or more = 5	
•	Between 2- and 5-years' experience = 3	
•	Less than 2 years = 1	

### Table 2 Details of key staff.

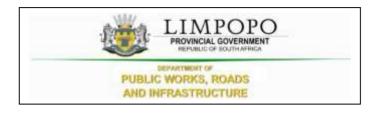
Name	Position	Qualifications	Professional Registration (if any)	Experience: Number of year (s)	Indicate whether full time or part-time on this project

Exper	ience in similar projects in the last 10 years	Weighting
•	Similar Projects = 5 to 20	
•	If Project(s) value is greater than 1,5 times the maximum value of the required CIDB grade = 20	
•	If Project(s) value is greater than the maximum value of the required CIDB grade but less than 1,5 times the maximum value of the required CIDB grade = 15	
•	If Project(s) value is within the required CIDB threshold = 10	20
•	If Project(s) value is equal to or greater than the minimum value of the required CIDB grading and less than twice the minimum value of the required CIDB grade = 5	
•	If Project(s) value is less than the minimum value of the required CIDB grade = 0	
•	If Projects value is for unrelated project (s) = 0	
	he details of completed projects must be entered in Table 3. Completion of this	
	able is mandatory for points to be allocated. Appointment letters and completion	
C	ertificates must be attached for points to be allocated.	

Table 3 Details of projects completed in the last 10 years

Project Description		Completion		
(include type of works- GB, CE,	Project Value	Certificate	Client Name	Contact Person (Tel)
etc.)	1.10,000.10.00	attached (Yes/No)		
		attached (1e3/10)		
	1		1	

Proposal and methodology	Weighting
Project Proposal/Method Statement	
Project Proposal/Approach =10 - Project Proposal / Method Statement covers all aspects of the	
project scope of work and construction procedures = 10	
- Project Proposal / Method Statement partly covers aspects of	
the project scope of work and construction procedures = 5	
- Project Proposal / Method Statement does not cover any	30
aspects of the project scope and construction procedures = 0	
Project Schedule/programme (acceptable scheduling software)	
Programme Schedule/programme Gantt Chart =10	
- Programme must be in line with the scope of work and contract	
period and the activities sequencing must be logical.	
Cashflow projections	
The cash flow projections =10 - The Cashflow must be in line with the construction program.	



## **PART T2: RETURNABLE DOCUMENTS**



#### **T2.1: LIST OF RETURNABLE DOCUMENTS**

#### **BID EVALUATION STAGE 1- MANDATORY REQUIREMENTS**

- 1. The following returnable documents are compulsory, failure to comply will be considered non-responsive, and the bid will not be evaluated any further. All returnable documents are incorporated into the bid documents.
  - SBD1: Invitation to Bid (fully completed and signed)
  - Submit a power of attorney/Certificate of Authority (fully completed and signed)
  - Record of Addenda (where applicable)
  - SBD 4: Declaration of Interest
  - SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended.
  - SBD 6.2 Declaration Certificate for Local Production and Content
  - SBD 8: Declaration of the bidder's past SCM practices
  - SBD 9: Certificate of Bid determination
  - C1.1: Form of the offer (PART C1)
  - Joint venture certificate (where applicable)
  - Bidding entity must not have any of their directors/shareholders listed on the Register of Tender
    Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person
    prohibited from doing business with the public sector;
  - Bidding entity must not appear on the National Treasury's list of blacklisted entities
  - Completion of the Bid Document must be done with a non-erasable black pen
  - Submission of fully completed original tender document
- 2. The following returnable documents are required for tender evaluation purposes.
  - Curriculum Vitae (not longer than 4 pages) of all key staff allocated to this project, indicating their experience and qualifications and professional registration with various councils.
  - Certified copies (not older than 6 months from the date of certifying) of all qualifications, professional registrations, and training.
  - Letters of completion for previous or current work on appropriate letterhead and signed off by the client must be attached. The letters must detail the scope of work undertaken, project value is undertaken, date of award and completion, and the location where work was carried out.
  - Proof of ownership of the plant or confirmation of rental agreement thereof.
  - Methodology documentation, detailing the bidder's approach to executing the scope of works, risk, and environmental impact.
  - Proof of Contractor Registration issued by the Construction Industry Development Board -Compulsory.
  - Signed Preferencing Schedule, including submitting the supporting documents
    - B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System "SANAS" (In the case of a consortium and Joint venture, a Joint BBBEE certificate is required, but where sub-contracting only the BBBEE of the bidding entity is required). Or in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code,
    - A duly completed and valid affidavit on the relevant form obtained from the DTI website (https://www.thedti.gov.za/economic\_empowerment/bee\_codes.jsp). Failure to submit these documents will result in no points allocated.
  - Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g.
     Letter of Good Standing

T2.1B

- A valid Tax Clearance, unique security Personal Identification Number(PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub- contractors / Sub-consultants are involved, each party to the association must submit a separate Valid Tax Clearance unique security personal Identification number)
- Certified copy of directors' identity documents not older than six months. No copy of a certified copy will be accepted.
- Joint Venture or Consortium submissions are eligible; Joint Venture Agreement must be notarized by the commissioner of oath.
- Submission of fully Completed and Priced Bill of Quantities.

KINDLY NOTE THAT FAILURE TO SUBMIT AND OR COMPLETE THE REQUIRED DOCUMENTATION (AS PER MANDATORY REQUIREMENTS INCLUDING COMPLETION OF SBD 1, 4, 6.1, 6.2, 8 and 9) WITH THE TENDER WILL RESULT IN YOUR TENDER BEING REJECTED WITHOUT FURTHER CONSIDERATION.

## T2.2: RETURNABLE SCHEDULE

Bidders shall indicate whether the list of returnables has been submitted together with the following completed documents or attachments (by indicating Yes or No)		Complaint	
1.	SBD1: Invitation to Bid	Yes	No
2.	Certificate of Authority	Yes	No
3.	Record of Addenda to the tender	Yes	No
4.	Compulsory Declaration	Yes	No
5.	Preferencing schedule: Broad-based Black Economic Empowerment status	Yes	No
6.	Proposed amendments and qualifications (if applicable)	Yes	No
7.	SBD 4: Declaration of Interest	Yes	No
8.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended	Yes	No
9.	SBD 6.2 Declaration Certificate for Local Production and Content	Yes	No
10.	SBD 8: Declaration of the bidder's past SCM practices	Yes	No
11.	SBD 9: Certificate of Bid determination	Yes	No
12.	Form of offer	Yes	No
13.	CSD	Yes	No
14.	COIDA	Yes	No
15.	Valid tax clearance certificate or tax pin	Yes	No
16.	Certified copy of Contractor Registration for Incorporation or of Company Registration Document	Yes	No
17.	Joint venture certificate (where applicable)	Yes	No
18.	B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS)	Yes	No
19.	Certified copies of Qualifications, Professional registration, and Training for Key persons	Yes	No
20.	Methodology/Method statement	Yes	No
21.	Certificates or letters of completed or current similar projects, with Contactable references and on the Client's letterhead	Yes	No
22.	Certified copy of directors' identity documents	Yes	No
23.	Minimum CIDB class grading: 6GB or higher.	Yes	No
24.	Preliminary Programme/schedule and cash flow	Yes	No

## PART A SBD 1

# INVITATION TO BID YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

DESCRIPTION  DESCRIPTION  THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).  BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  SUPPLIER INFORMATION  NAME OF BIDDER  POSTAL ADDRESS  STREET ADDRESS  STREET ADDRESS  STREET ADDRESS  TELEPHONE NUMBER  CODE NUMBER  CELLPHONE NUMBER  CODE NUMBER  FACSIMILE NUMBER  CODE NUMBER  FACSIMILE NUMBER  CODE NUMBER  PABBEE STATUS LEVEL  TCS OR CSD No:  PABBEE STATUS LEVEL  Yes B-BBEE STATUS  LEVEL SWORN  AFFIDAVIT   No  AFFIDAVIT OFFICER AS CONTEMPLATED IN THE CLOSE  CORPORATION ACT (CCA) AND NAME THE  APPLICABLE IN THE CLOSE  CORPORATION ACT (CCA) AND NAME THE  APPLICABLE IN THE TICK BOX  ARE YOU THE  ACCEDITED  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  SOUTH AFRICA FOR  THE GOODS  ARE YOU THE  ACREDITED REPRESENTATIVE IN  ACREDITED REPRESENTATIVE IN  ACREDITED TO THE CLOSE  THE SOUTH AF	TOO ARE HEREBI INV	ITED TO BID FO	N NEQUIN		· · · · · · · · · · · · · · · · · · ·	L OF DEI	ANTIVICITITE			
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SIGNATURE OF DATE BIDDER CAPACITY UNDER WHICH THIS BID IS								/WORKS		
BIDDER CAPACITY UNDER WHICH THIS BID IS								OFFERED?		
BIDDER CAPACITY UNDER WHICH THIS BID IS	SIGNATURE OF							DATE		
WHICH THIS BID IS								DAIL		
	CAPACIT	Y UNDER							1	
SIGNED (Attach proof										
	SIGNED (	Attach proof								

of authority to sign					
this bid; e.g.					
resolution of					
directors, etc.)					
TOTAL NUMBER OF			TOT	AL BID	
ITEMS OFFERED			PRIC	CE (ALL	
				LUSIVE)	
BIDDING PROCEDURE ENQUIRIES MA	Y BE DIRECTED TO:	TECHNIC	AL INFORMATION	MAY BÉ DIRE	CTED TO:
DEPARTMENT/ PUBLIC ENTITY		CONTAC	T PERSON		
CONTACT PERSON		TELEPH(	ONE NUMBER		
TELEPHONE NUMBER		FACSIMI	LE NUMBER		
FACSIMILE NUMBER		E-MAIL A	DDRESS		
E-MAIL ADDRESS	ramavhoyag@dpw.limpopo.gov				
ARE YOU THE ACCRED IN SOUTH AFRICA FOR THE GOODS / SI  IF YES ENCLOSE PROOF]		ES or NO			
SIGNATURE OF BIDDER					
DATE					
CAPACITY UNDER WHICH THIS BID IS S	SIGNED				
TOTAL BID PRICE	TOTAL NUM	BER OF IT	TEMS OFFERED		
ANY ENQUII	RIES REGARDING THE BIDDING	PROCEDU	RE MAY BE DIREC	TED TO:	
Department:					
Contact Person:					
Tel:					
Fax:					
E-mail address:					
ANY ENQUI	RIES REGARDING TECHNICAL IN	FORMATIO	ON MAY BE DIREC	TED TO:	
Contact Person:					
Tel:					
Fax:					
E-mail address:					

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BID SUBMISSION:

# PART B TERMS AND CONDITIONS FOR BIDDING

1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.					
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE					
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.					
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.					
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.					
2.	TAX COMPLIANCE REQUIREMENTS					
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.					
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.					
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.					
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.					
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.					
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.					
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
	DOES THE BIDDER HAVE A BRANCH IN THE RSA?					
	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?					
IF TH	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX IPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.					
IB: F	AILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.					
VER	COUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)					

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

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SBD 1

## **CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A	B	C	D	E
Company	Partnership	Joint Venture	Sole Proprietor	Close Corporation

Α.	CERTIFI	CATE FO	R COMP	ANY						
I,			,	chairperson	of	the	board	of	directors	s of
			he	ereby confirm	that by	resolu	tion of the	board	(copy att	tached)
taken on		20,	Mr/Mrs			a	cting in	the	capac	ity of
			,	was authorize	ed to si	ign all d	locuments	in con	nection w	ith this
tender and a	ny contract re	sulting fro	m it on bel	half of the com	npany.					
As witness										
1										
				Chairperso	า					
2										
				Date						
В.	CERTIFI	CATE OF	PARTNE	ERSHIP						
We, the unde	ersigned, bein	g the key	partners in	the business	trading	as				
hereby au	thorize Mr	/Mrs					, acting	j in	the c	apacity
of			to sign	all documents	s in co	nnectio	n with the	e tende	er forCor	ntract
					and an	y contra	ct resultin	g from i	t on our b	ehalf.
NAME		ADDRES	SS	SIGNA	TURE		DATI	E		
1		1								1

NOTE: This certificate is to be completed and signed by all the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

## C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are Mr/Mrs, capacity of lead partner, to s	authorized signatign all document	ory of the companys in connection	y with the tend	, ac	ting in the
		•			
This authorization is evidenced all the partners to the Joint Vent		wer of attorney sign	ed by legally a	uthorized sign	atories of
an the partitors to the count veri	idio.				
NAME OF FIRM	ADDRESS			ING SIGNATU & CAPACITY	IRE,
D. CERTIFICATE		y confirm that I am t		of the busines	s trading
As Witness:					
1		Signature: So	ole owner		
2		Date			
E. CERTIFICATE	FOR CLOSE C	ORPORATION			
We, the undersigned,	being the	key members	in the	business	trading
as	_				_
in the capacity oftender for Contract		_			
			act . ccag .		
NAME	ADDRESS	SIGNATUR	RE	DATE	

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

## **Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

tender offer, amending the tender documents, have been taken into account in this tender offer:					
	Date	Title or Details			
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Attach additional pages if more space is required.					
Signed Date_					
Name	Name Position				
Tende	rer				

# **Compulsory Declaration**

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

Section 1: Enterprise D	etails			
Name of				
enterprise:				
Contact person:				
Email:				
Telephone:				
Cell no				
Fax:				
Physical address				
Postal address				
Section 2: Particulars	of compan	nies and close co	orporations	
Company / Close Corp	poration reg	gistration		
Section 3: SARS Info	rmation		1	
Tax reference number	ence number			
VAT registration num	tration number: State Not Registered if not registered for VA			Registered if not registered for VAT
Section 4: CIDB regis	stration num	nber		
Section 5: National Tre	easury Cent	tral Supplier Data	abase	
Supplier number				
Unique registration re	ference			
Section 6: Particulars of	of principals	<u> </u>		
			a partnership, a	sole proprietor, a director of a compa
	he Compani	ies Act of 2008 (A	ct No. 71 of 200	08) or a member of a close corporati
	,		, (	, ,
Attach a separate page i	f necessary			

Section 7: Record in the ser	vice of the state			
Indicate by marking the releva months in the service of any or	· · · · · · · · · · · · · · · · · · ·	y principal	is currently or ha	s been within the last 12
□ a member of any municipal □ a member of any provincial □ a member of the National National Council of Provincial □ a member of the board municipal entity □ an official of any municipal entity  If any of the above boxes are  Name of principal	al council all legislature all Assembly or the nce of directors of any allity or municipal	public entimeaning of 1999 (Act In 1999) (Ac	ity or constitution of the Public Final No. 1 of 1999) of an accounting a public entity	
				monus
*insert separate page if necess	sarv			
Section 8: Record of a family m	<del>-</del>	stato		
family member: a person's spous partner in a civil union, or child, pa Indicate by marking the relevant b	e, whether in a marriage or in a arent, brother, sister, whether s oxes with a cross, if any famil	a customary such a relati y member o	onship results from f a principal as defi	birth, marriage or adoption
or has been within the last 12 mor	·		•	
<ul><li>a member of any municipal of a member of any provincial I</li></ul>				rincial department, national d or constitutional institutio
	Assembly or the National	Act, 1	•	
	ectors of any municipal entity	□ a me	ovincial public entity	eting authority of any nation  ent or a provincial legislature
I				
Name of a family member	Name of institution, pu			riate column)
Name of a family member	board or organ of state position held	anu	Current	Within the last 12 m
			Ourient	Within the last 12 in
*insert separate page if necess				
Insert separate page it necess	Salv			

Name

Enterprise

BID NO: LDPWRI-B/20117	
Section 9: Record of termination of previous contracts with an organ of state	-
Was any contract between the tendering entities including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer fails to make payment in terms of the contract.	
☐ Yes ☐ No (Tick appropriate box)	
If yes, provide particulars (interest separate page if necessary)	
Section 10: Declaration	
The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:	
i) neither the name of the tendering entity or any of its principals appears on:	
<ul> <li>a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)</li> </ul>	
b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)	
ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);	
iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);	
iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers	
v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of the contract, etc.) or intention to not win a tender;	
vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;	
vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;	
viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into more than the threshold prescribed by the National Treasury, for SARS to do likewise.	
Signed Date	

Position

- NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of Schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offense for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also serious misconduct which may result in the termination of employment by the employer.
- NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.
- NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the particulars of the annual statement of any award made to a close family member in the service of the state.
- NOTE 5: Corrupt activities which give rise to an offense in terms of the Prevention and Combatingof Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other amounts of money stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.
- NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship that have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

#### F. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

### Preferencing schedule: Broad-Based Black Economic Empowerment Status

#### **Preamble**

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

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

#### 1 Conditions associated with the granting of preferences

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

#### 1 Proof of B-BBEE status level of contributor

Proof of B-BBEE status level of contributor shall be by means of

- the B-BBEE status level certificate issued by an authorized body or person;
- an affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act

#### 2 Tender preferences claimed

The scoring shall be as follows:

	Status level of	Number of preference points		
B-BBEE status level of contributor	a tenderer (tick relevant level)	90/10 preference points system	80/20 preference points system	
Form not completed or non-complaint contributor		0	0	
Level 8 contributor		1	2	
Level 7 contributor		2	4	
Level 6 contributor		3	6	
Level 5 contributor		4	8	
Level 4 contributor		5	12	
Level 3 contributor		6	14	
Level 2 contributor		9	18	
Level 1 contributor		10	20	

4	Declaration
The t	tenderer declares that
a)	the tendering entity is a level contributor as stated in the submitted proof of B-BBEE status level of a contributor as at the closing date for submissions
b)	the tendering entity has been measured in terms of the following code (tick applicable box):
	Generic code of good practice
	Construction Sector Code
	Other – specify
c)	the tendering entity confirms that it will only enter into a subcontract with the Employer's prior approval and is not permitted to subcontract more than 25% of the total of the prices of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor unless the contract is a subcontractor to an Exempted Micro Enterprises which has the capability to execute the contract.
d)	the contents of the declarations made in terms of a) and b) above are within my knowledge and are to the best of my belief both true and correct
he/sł	undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer, confirms that he understands the conditions under which such preferences are granted and confirms that the tenderer fies the conditions about the granting of tender preferences.
Signa	ature:
Nam	e:
Duly	authorized to sign on behalf of:
Telep	phone:
Fax:	Date:
Nam	e of witness:
Note	: 1) Failure to complete the declaration will lead to the rejection of a claim for preference.
	2) Supporting documentation of the abovementioned claim for preference must be submitted with the tender submission to be eligible for a preference

## Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed	Date
Name	Position
Tenderer	

SBD 4

#### **DECLARATION OF INTEREST**

- 1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

	evaluation and or adjudication of the bid.
2.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
2.1	Full Name of bidder or his or her representative:
2.2	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder²):
2.4	Company Registration Number:
2.5	Tax Reference Number:
	VAT Registration Number:  The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.  means —  (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);  (b) any municipality or municipal entity;  (c) provincial legislature;  (d) national Assembly or the national Council of provinces; or  (e) Parliament.  nolder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and ses control over the enterprise.
2.7	Are you or any person connected with the bidder presently employed by the state?  YES / NO
2.7.1	If so, furnish the following particulars:
	Name of person / director / trustee / shareholder/ member:

2.10.1 If so, furnish particulars.

	Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attached proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8 [	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1 If	so, furnish particulars.	
2.10 Are awa any who	e you, or any person connected with the bidder, re of any relationship (family, friend, other) between other bidder and any person employed by the state may be involved with the evaluation and or adjudication his bid?	YES/NO

45

	В	ID NO: LDPWRI-B/20117	
of		Do you or any of the director ompany have any interest in a or not they are bidding for thi	YES/NO
2.	11.1	If so, furnish particulars:	

# 3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

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# **4 DECLARATION**

I, THE UNDERSIGNED (NAME)	
	RNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL	CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.	
Signatu.re	Date
Position	Name of bidder

May 2017

#### **SBD 6.1**

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the \_\_\_\_\_\_ preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. **DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- **(e) "EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act:
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ 

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

90/10

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5	DECL	

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

6.	<b>B-BBEE STATUS LEVEL</b>	OF CONTRIBUTOR	CLAIMED IN TERMS	OF PARAGRAPHS	<b>1.4 AND</b>
	4.1				

6.1 B-BBEE Status Level of Contributor: . = ....... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

	YES		NO	
--	-----	--	----	--

- 7.1.1 If yes, indicate:
  - i) What percentage of the contract will be subcontracted..............%
  - ii) The name of the sub-contractor.....
  - iii) The B-BBEE status level of the sub-contractor.....
  - iv) Whether the sub-contractor is an EME or QSE

NO

(Tick applicable box)

YES

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned	EME	QSE
by:		$\sqrt{}$
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration number:
8.3	Company registration number:
8.4	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	<ul> <li>Manufacturer</li> <li>Supplier</li> <li>Professional service provider</li> <li>Other service providers, e.g. transporter, etc.</li> <li>[TICK APPLICABLE BOX]</li> </ul>
8.7	Total number of years the company/firm has been in business:

- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

WITNESSES		
1		NATURE(S) OF BIDDERS(S)
2	DATE: ADDRESS	

SBD 6.2

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

RID	NO- I	DEM	/RI <sub>-</sub> R	/20117
טוס	NO. I			/2011/

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

 Does any portion of the goods or services offered have any imported content? (Tick applicable box)

YES	NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

	CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)	PONSIBILITY						
11	N RESPECT OF BID NO.							
ıs	SSUED BY: (Procurement Authority / Name of Institution):							
 N	IB							
1	The obligation to complete, duly sign and submit this declaration cannot to an external authorized representative, auditor or any other third pabehalf of the bidder.							
2	Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <a href="http://www.thdti.gov.za/industria_development/ip.jsp">http://www.thdti.gov.za/industria_development/ip.jsp</a> . Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kep by the bidders for verification purposes for a period of at least 5 years. The successfu bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.							
d o	the undersigned, o hereby declare, in my capacity as f(nan							
(8	a) The facts contained herein are within my own personal knowledge.							
(k	o) I have satisfied myself that:							
	<ul> <li>the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and</li> </ul>							
((	c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:							
	Bid price, excluding VAT (y)	R						
	Imported content (x), as calculated in terms of SATS 1286:2011	R						
	Stipulated minimum threshold for local content (paragraph 3 above)							
	Local content %, as calculated in terms of SATS 1286:2011							

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

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

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

SIGNATURE:	DATE:
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

#### **GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT**

#### 1. **DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

#### 2. GENERAL

#### 2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: "Local Content Declaration Summary Schedule" (see Annexure C);
  - Declaration D: "Imported Content Declaration Supporting Schedule to Annex C" (see Annexure D); and
  - Declaration E: "Local Content Declaration Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

#### NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

#### 2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

#### 2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

#### 2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.

### 2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

## TREASURY DESIGNATED SECTOR

		tion Mate		TED GEGTOR			
Sectio n	Bill no	Page no	Item no	Description	Unit	Qty	Local content Threshold
	Cond	roto For	morrio els	9 Doinforcoment			
	Cond	rete, For	THWORK	&Reinforcement			
2	2	30	13	Steel bar reinforcement of various diameters (100kg/m3)	t	6,24	100%
	Mesi	 n/fabric re	einforce	ement			
2	2	30	14	Ref 193 mesh steel reinforcement in concrete walls, etc	m2	623	100%
2	14	62	43	Type 193 fabric reinforcement in concrete bottoms	m2	1	100%
2	14	62	44	Type 617 fabric reinforcement in concrete bottoms	m2	1	100%
	Brick	work reir	nforcem	nent(Foundations)			
2	3	32	4	75mm Wide reinforcement built in horizontally	m	615	100%
2	3	33	5	150mm Wide reinforcement built in horizontally	m	1876	100%
2	3	33	10	30 x 1,6mm Roof tie 1,5m long with one end fixed to timber and other end built into brickwork	No	160	100%
	Brick	work reir	nforcem	nent(Superstructure)			
				_			
2	3	33	11	75mm Wide reinforcement	m	893	100%
2	3	33	12	150mm Wide reinforcement	m	1915	100%
	,	<u> </u>					100%
	Roof	covering	js T	T			100%
2	5	39	1	Poof covering with 25 degrees sitch	mo	776	100%
2	5	39	2	Roof covering with 25 degrees pitch  Ridge capping 550mm girth	m2	69	100%
2	5	39	3	Valley cappings 550mm girth	m m	18	100%
2	5	39	4	Hip capping 550mm girth	m	27	100%
2	5	39	5	Flashings	m2	1	100%
	J .	33	J	i idoningo	1112	'	10070

	Plat	tes-P	ush F	Plates and Kicking Plates (Ironmongery)			
2	9	49	4	DSS4 'Wheelchair' or similiar pictogram on 76mm diameter stainless steel plate	No	2	100%
2	9	49	5	DSS2 'Female' or similiar pictogram on 76mm diameter stainless steel plate	No	2	100%
2	9	49	6	DSS1 'Male' or similiar pictogram on 76mm diameter stainless steel plate	No	3	100%
	Fab	ricate	ed str	uctural steel(Ironmongery)			
2	9	49	9	Overhead surface mounted type door closer with aluminium casing	No	8	100%
2	9	49	11	Approved toilet paper dispenser fixed against wall as per manufacturers specifications	No	7	100%
2	9	49	12	425792 'Kim dry' towel dispenser rail fixed against wall as per manufacturers spec	No	7	100%
2	10	51	1	100mm x 3mm x 4.53kg/m circular hollow section	t	0.03	100%
				column			
2	10	51	2	150 x 150 x 10mm Base plates including 4 no . holes to suite m16 bolts. bolts included	No	2	100%
2	10	51	3	150 x 150 x 10mm Top connector plates including 2 no . holes to suite m16 bolts. botls included	No	2	100%
2	11	52	1	32mm Grab rail 700mm long with two 80mm return ends bolted	No	4	100%
	Fab	ricate	ed str	ructural steel(Metal work)			
2	11	52	2	2100 x 900mm Steel gate comprising of 75 x 50 x 2mm square tubing outer frame and 20 x 20mm square tubing verticals at 120mm centres	No	5	100%
2	11	53	9	Mutual DS3 CAT2 strongroom door and frame 775 x 1875mm high overall with a mass of 380kg	No	2	100%

	Stee	el doc	r Fra	mes			
2	11	53	3	Frame for door 813 x 2032mm high	No	6	100%
2	11	53	4	Frame for door 813 x 2032mm high and fixed fanlight 305mm high	No	10	100%
2	11	53	5	Frame for door 813 x 2 032mm high	No	8	100%
2	11	53	6	Frame for door 813 x 2032mm high and fixed fanlight 305mm high	No	2	100%
2	11	53	7	Frame for door 914 x 2 032mm high	No	2	100%
2	11	53	8	Frame for door 1 511 x 2 032mm high	No	1	100%
	Stee	 el win	dows				
2	11	53	10	Window type NE1, 533 x 654mm high	No	8	100%
2	11	54	11	Window type NCT1S, 533 X 949mm high	No	3	100%
2	11	54		Window type ND2, 1022 x 1245mm high	No	17	100%
2	11	54	12	Window type ND4, 1511 x 1245mm high	No	8	100%
2	11	54	13	Window type NE8, 1022 x 654mm high	No	6	100%
2	11	54	14	Window type NG2, 1022 x 359mm high	No	6	100%
	Gut	ters,E	     	pipe and Lauders			
2	14	58	1	100 x 75mm Rainwater pipes	m	159	100%
2	14	58	2	Extra over gutter for stopped end	No	2	100%
2	14	58	3	Extra over gutter for angle	No	2	100%
2	14	58	4	Extra over gutter for outlet for 75 x 75mm pipe	No	13	100%
2	14	58	5	75 x 75mm diameter rainwater pipes fixed to columns, etc	m	36	100%
2	14	58	6	Extra over rainwater pipe for bend	No	26	100%
2	14	58	7	Extra over rainwater pipe for eaves or plinth offset	No	13	100%
2	14	58	8	Extra over rainwater pipes for shoe	No	13	100%

Plastic pi	pes						
Section	Bill no	Page no	Item no	Description	Unit	Qty	Local content Threshold
	PVC pip	)es					
2	14	61	29	50mm Pipes fixed to walls, etc.	m	48	100%
2	14	61	30	110mm Pipes fixed to walls, etc.	m	16	100%
2	14	61	31	110mm Pipes laid in and including trenches not exceeding 1m deep	m	180	100%
2	14	61	32	50mm Bend	No	20	100%
2	14	61	33	50mm Access bend	No	5	100%
2	14	61	34	110mm Bend	No	24	100%
2	14	61	35	110mm Tee junction	No	10	100%
2	14	61	36	110 x 50 mm Reducing junction	No	5	100%

Valves pr	oducts an	d acutors					
Section	Bill no	Page no	Item no	Description	Unit	Qty	Local content Threshold
	Taps&Valves						
2	14	60	21	15mm Chromium plated full way ballcock shut-off control valve with screw type control	No	2	100%
2	14	60	22	15mm Brass stopcock	No	28	100%
2	14	60	23	15mm Chromium sink mixer (Code 266/04/10)	No	1	100%
2	14	60	24	Selene 953, pillartap	No	21	100%

#### 3. ANNEXURE C

# 3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

#### C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

#### C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

#### C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

#### C4. Tender Authority

Supply the name of the tender authority.

### C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

### **C6.** Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Standard Bidding Document (SBD) 6.2.

#### C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

#### C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

#### C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

#### Calculation of local content

#### C10. Tender price

Provide the unit tender price of each item excluding VAT.

#### C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

#### C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

#### C13. Imported value

Provide the ZAR value of the items' imported content.

#### C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

#### C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

#### **Tender Summary**

#### C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

#### C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

#### C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

#### C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

#### C20. Total tender value

Total tender value is the sum of the values in column C17.

#### C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

#### C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

#### C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

#### C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

### C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### 4. ANNEXURE D

# 4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

#### D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

#### D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

#### D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

#### D4. Tender authority

Supply the name of the tender authority.

#### D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

#### D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Standard Bidding Document (SBD) 6.2.

#### **Table A. Exempted Imported Content**

#### D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

#### D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

#### D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

#### D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

#### D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

#### D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Standard Bidding Document (SBD) 6.2.

#### D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

## D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

#### D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

# D16. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

# D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

#### D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

#### D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

# Table B. Imported Directly By Tenderer

#### D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

#### D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

#### D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

#### D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

#### D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

#### D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Standard Bidding Document (SBD) 6.2.

#### D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

#### D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

# D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

#### D29. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

#### D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

#### D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

#### D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

# Table C. Imported by Third Party and Supplied to the Tenderer

#### D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

#### D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

#### D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

#### D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

# D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

#### D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Standard Bidding Document (SBD) 6.2.

# D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

# D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

#### D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

#### D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

#### D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

#### D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

#### D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

#### Table D. Other Foreign Currency Payments

#### D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc.).

#### D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

# D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

# D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

#### D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Standard Bidding Document (SBD) 6.2.

# D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

# D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

# D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

#### **5. ANNEXURE E**

# 5.1. Guidelines to completing Annexure E: "Local Content Declaration-Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

# E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

#### E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

## E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

# E4. Tender authority

Supply the name of the tender authority.

#### E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

# E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### E8. Value

Provide the total value of the item purchased in column E6.

#### E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

# E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

#### E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

# E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

# E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

# ANNEX C: LOCAL CONTENT DECLARATION - SUMMARY SCHEDULE

													SATS 1286.201
						Anr	ex C						
				Lo	cal Conten	nt Declarati	on - Sum	mary Sche	dule				
1) Tende	er No.		LDPWRI-B/20117									Note: VAT to be ex	cluded from all
Tende	er descrip	otion:	CONSTRUCTION OF THE NEW M	AJEJE TRADIT	IONAL COUNC	IL OFFICE						calculations	
_	gnated pro		STEEL PRODUCTS AND COMPON	IENTS FOR CO	NSTRUCTION								
	er Authoi		MAJEJE TRADITIONAL COUNCIL										
	er Exchan	,	Pula		EU		GBP		]				
Specif	ified local	l content %	l										
					Ca	lculation of lo	ocal conten						
	ler item no's		List of items	Tender price - each (excl VAT)	Exempted imported value	net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(0	'C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2-2-3	_20_12	Steel bar reinfor (100kg/m3)	rcement of various diameters							6.24			
2-2-3	_20_1/	Ref 193 mesh ste walls, etc	eel reinforcement in concrete							623			
2-14-	1-62-43	Type 193 fabric r bottoms	einforcement in concrete							1			
2-14-	1-62- <i>1</i> // 1	Type 617 fabric r bottoms	einforcement in concrete							1			
2-3-	3-32-4	75mm Wide rein	forcement built in horizontally							615			
2-3-	3-32-5	horizontally	inforcement built in							1 876			
2-3-3	-37-10		tie 1,5m long with one end and other end built into							160	-		
Cianat	turo of to	enderer from An	mov D					(	(C20) Total ter		R 0 imported content	R O	
Jigiidl	iture or te	indefer Holli All	HEA D				(	C22) Total Ter		•	imported content		
												I Imported content	R 0
Date:												Total local content ontent % of tender	R 0

SBD 6.2

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					Anr	nex C						SATS 1286.2011
			Lo	cal Conten	nt Declarati	ion - Sum	mary Sche	dule				
1) Tender No. 2) Tender des 3) Designated	cription:	LDPWRI-B/20117  CONSTRUCTION OF THE NEW N  STEEL PRODUCTS AND COMPO			IL OFFICE						Note: VAT to be excalculations	cluded from all
Tender Aut Tendering Tender Exc	hority: Entity name: hange Rate:	MAJEJE TRADITIONAL COUNCIL		EU		GBP		]				
7) Specified I	ocal content %			Ca	alculation of I					Tenc	ler summary	
Tender ite no's	m	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2-3-33-11	75mm Wide rei	nforcement							893			
2-3-33-12									1 915			
2-5-39-1	Roof covering w	vith 25 degrees pitch							776			
2-5-39-2	Ridge capping 5								69			
2-5-39-3	Valley cappings								18			
2-5-39-4	Hip capping 550								27			
2-5-39-5	Flashings	<u> </u>							1			
2-9-49-4		air' or similiar pictogram on r stainless steel plate r similiar pictogram on 76mm							2			
2-9-49-5	DSS2 'Female' o diameter stainle								2			
2-9-49-6	DSS1 'Male' or si diameter stainle	imiliar pictogram on 76mm ess steel plate							3			
2-9-49-9		ce mounted type door closer n casing t paper dispenser fixed against							8			
2-9-49-11		ufacturers specifications						(C20) T : 1:	7			<u> </u>
Signaturo (	f tenderer from Ar	nnov B					(	(C21) Total te		R 0 imported content	R O	I
<u>Jigilature (</u>	a tenuerer mont Ar	IIIICA D				1	C22) Total Ter		•	imported content		l
						τ.	,		e.cpt	•	I Imported content	R 0
											Total local content	R 0

					Anr	nex C						SATS 1286.201
			Loc	cal Conten	t Declarat	on - Sumi	mary Sche	dule				
Tender No. Tender descri Designated pr Tender Autho Tendering Ent	iption: roduct(s) ority:	LDPWRI-B/20117  CONSTRUCTION OF THE NEW N  STEEL PRODUCTS AND COMPON  MAJEJE TRADITIONAL COUNCIL	IENTS FOR CO		IL OFFICE						Note: VAT to be excalculations	ccluded from all
Tender Excha	nge Rate:	Pula		EU		GBP		]				
Specified loca	al content %			Ca	lculation of I	ocal conten						
Tender item no's		List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	425702 11/2	(C9) towel dispenser rail fixed	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2-10-51-1	against wall as p 100mm x 3mm x section column	er manufacturers spec 4.53kg/m circular hollow n Base plates including 4 no .							7 0.03 2			
2-10-51-3		16 bolts. bolts included noles to suite m16 bolts. botls							2			
2-11-52-1	32mm Grab rail 7	700mm long with two 80mm							4			
7-11-57-7		teel gate comprising of 75 x 50 x ling outer frame and 20 x 20mm							5			
2-11-53-9	Mutual DS3 CAT	2 strongroom door and frame 77							2			-
		313 x 2032mm high 313 x 2032mm high and fixed							6			
	fanlight 305mm	-							10			
2-11-53-5	Frame for door 8 Frame for door 8 fanlight 305mm	813 x 2 032mm high 313 x 2032mm high and fixed							2			
2-11-53-7	·	914 x 2 032mm high							2			
Signature of t	tenderer from An	nnex B				(			tal Exempt	imported content imported content (C23) Tota	R 0	R 0
Date:									(C2		Total local content ontent % of tender	R 0

						•						SATS 1286.20
					Anr	nex C						
			Lo	cal Conter	t Declarati	ion - Sum	mary Sche	dule				
1) Tender No.		LDPWRI-B/20117									Note: VAT to be ex	voluded from all
(2) Tender des	cription:	CONSTRUCTION OF THE NEW I	MAJEJE TRADIT	IONAL COUNC	IL OFFICE						calculations	iciaaca iroini aii
B) Designated	product(s)	STEEL PRODUCTS AND COMPO	NENTS FOR CO	NSTRUCTION								
Tender Aut												
	intity name:	MAJEJE TRADITIONAL COUNCI				i		П				
<ul><li>6) Tender Excl</li><li>7) Specified Id</li></ul>	•	Pula		EU		GBP						
/) Specified it	icai content %	_		Ca	lculation of I	ocal conten	t					
					Tender value							
Tender ite	n		Tender price	Exempted	net of	Imported		Local	Tender	Total tender	Total exempted	Total Imported
no's		List of items	- each (excl VAT)	imported value	exempted imported	value	Local value	content % (per item)	Qty	value	imported content	content
			(exci vAi)	value	content			(per item)				
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2-11-53-8	Frame for door	1 511 x 2 032mm high							1			
2-11-53-10		IE1, 533 x 654mm high							8			
2-11-53-11	Window type N	ICT1S, 533 X 949mm high							3			
2-11-53-	Window type N	ID2, 1022 x 1245mm high							17			
2-11-53-12	Window type N	ID4, 1511 x 1245mm high							8			
2-11-53-13	Window type N	IE8, 1022 x 654mm high							6			
2-11-53-14	Window type N	IG2, 1022 x 359mm high							6			
2-14-58-1	100 x 75mm Rai	nwater pipes							159			
2-14-58-2	Extra over gutte	er for stopped end							2			
2-14-58-3	Extra over gutte	er for angle							2			
2-14-58-4	Extra over gutte	er for outlet for 75 x 75mm pipe							13			
			•		•		(	C20) Total te		R 0		
Signature o	f tenderer from A	nnex B				,	(C22) T T			imported content		
						(	C22) Iotal Ter	ider value ne	τ of exempt	imported content	R 0 I Imported content	R (
											Total local content	R
Date:			_						(C2	5) Average local c	ontent % of tender	

												SATS 1286.201
					Anr	nex C						
			Lo	cal Conten	t Declarati	on - Sumi	mary Sche	dule				
) Tender No.		LDPWRI-B/20117									Note: VAT to be ex	cluded from all
Tender descr	iption:	CONSTRUCTION OF THE NEW M	1AJEJE TRADITI	ONAL COUNC	IL OFFICE						calculations	
Designated p	roduct(s)	STEEL PRODUCTS AND COMPON	NENTS FOR CO	NSTRUCTION								
Tender Autho	ority:											
<ul><li>Tendering En</li><li>Tender Excha</li></ul>	•	MAJEJE TRADITIONAL COUNCIL Pula		FI.		GBP		l				
Specified loc		Pula		EU		GBP		]				
		_		Ca	lculation of I	ocal content	t					
					Tender value							
Tender item no's		List of items	Tender price - each (excl VAT)	Exempted imported value	net of exempted imported	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
			(exc. ex.,		content			(per ree)				
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2-14-58-5		neter rainwater pipes fixed to co							36			
2-14-58-6		vater pipe for bend							26			
2-14-58-7	Extra over rainv	vater pipe for eaves or plinth off							13			
2-14-58-8	Extra over rainv	vater pipes for shoe							13			
	1				I		1	C20) Total te	nder value	R 0		
Signature of	tenderer from A	nnex B						(C21) To	tal Exempt	imported content		
						(	C22) Total Ten	der value net	of exempt	imported content		
											I Imported content Total local content	R (
Date:									(c)		ontent % of tender	, ,

SBD 6.2

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						Λnr	ex C						SATS 1286.201
						AIII	iex C						
				Lo	cal Conter	nt Declarati	on - Sum	mary Sche	dule				
) Tender	r No.		LDPWRI-B/20117									Note: VAT to be ex	cluded from all
Tender	r descrip	ption:	CONSTRUCTION OF THE NEW I	MAJEJE TRADIT	IONAL COUNC	IL OFFICE						calculations	
		oduct(s)	PLASTIC PIPES										
	r Author	rity: ity name:	MAJEJE TRADITIONAL COUNCI	ı									
	_	nge Rate:	Pula		EU		GBP						
Specifie	ied local	l content %			Co	alculation of l	acal conton						
					Ca	Tender value	ocar conten						
Tender no			List of items	Tender price - each (excl VAT)	Exempted imported value	net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8	(8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2-14-6	61-29	50mm Pipes fixe	ed to walls, etc.							48			
2-14-6			red to walls, etc.							16			
2-14-6	h1-31	110mm Pipes lai exceeding 1m de	id in and including trenches not een							180			
2-14-6		50mm Bend								20			
2-14-6	61-33	50mm Access be	end							5			
2-14-6	61-34	110mm Bend								24			
2-14-6	61-35	110mm Tee junc	tion							10			
2-14-6	61-36	110 x 50 mm Rec	ducing junction							5			
-													
									(222) =				
Signatu	ure of te	enderer from An	nnex B					(	(C20) Total ter (C21) To	-	R 0 imported content	R O	
2.3			<del></del>				(	C22) Total Ter			imported content	R 0	
												l Imported content Total local content	R 0
Date:				_						/(2)		ontent % of tender	

												SATS 1286.201
					Anr	nex C						
			Loc	cal Conten	nt Declarati	ion - Sumi	mary Sche	dule				
) Tender No.		LDPWRI-B/20117					·					
) Tender desc	intion:	CONSTRUCTION OF THE NEW N	AAIFIF TRADITI	ONAL COUNC	IL OFFICE						Note: VAT to be ex	cluded from all
Designated p	-	VALVES PRODUCTS AND ACUTO										
Tender Auth		VALVES PRODUCTS AND ACOTO	JKS									
) Tendering Er		MAJEJE TRADITIONAL COUNCIL				·		1				
Tender Excha	-	Pula		EU		GBP		J				
,		1		Ca	lculation of I	ocal conten	t					
Tender item no's		List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2-14-60-21		m plated full way ballcock shute with screw type control							2			
2-14-60-22	15mm Brass sto								28			
2-14-60-23	15mm Chromiur	m sink mixer (Code 266/04/10)							1			
2-14-60-24	Selene 953, pilla	artap							21			
	1							C20) Total te	nder value	R 0		
Signature of	tenderer from Ar	nnex B					·	(C21) To	otal Exempt	imported content		
						(	C22) Total Ter	ider value net	t of exempt	imported content	R 0 I Imported content	R (
			_								Total local content	
Date:			-						(C2		ontent % of tender	

# ANNEX D: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C

													SATS 1286.201
					А	nnex D							
			lr	nported Co	ntent Declaratio	n - Suppoi	ting Sche	dule to An	nex C				
1)	Tender No.								Note: VAT to be	evcluded			
2)	Tender descript								from all calculat				
3)	Designated Pro												
4) 5)	Tender Authori Tendering Entit	•											
	Tendering Entit		Pula		EU		GBP						
٠,	Terrore Exeriang	je nate.	raia				ODI						
	A. Exempte	ed imported co	ontent				С	alculation of	imported conte	ent			Summary
		•				Forign							
	Tender item no's	Description of im	ported content	Local supplier	Overseas Supplier	currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry		Total landed cost excl VAT	Tender Qty	Exempted import value
	(D7)	(D8	')	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19)	Total exempt imp	This total mu	st correspond wit
												Anr	nex C - C 21
	B. Importe	d directly by th	ne Tenderer				C	alculation of	imported conte	ent			Summary
	Tender item no's	Description of im	ported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange		Freight costs to port of entry		Total landed cost excl VAT	Tender Qty	Total imported value
	(D20)	(D2:	1)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
											1		

rted by a 3rd party and su	pplied to the 1	enderer		C	alculation of	imported conte	ent		9	Summary
on of imported content Unit of me	asure Local supplie	er Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange		Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33) (D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
							(D45) Tota	l imported value	by 3rd party	F
r foreign currency payme	nts	Calculation of forei								Summary of payments
pe of payment Local sup	the Overseas	Foreign currency value paid	Tender Rate of Exchange							Local value of payments
(D46) (D47)		(D49)	(D50)							(D51)
				(D52)	Total of foreig	n currency paym	ents declared	by tenderer and	l/or 3rd party	_
The state of the s										
f tenderer from Annex B										
f tenderer from Annex B			(D	53) Total of im	ported conten	t & foreign curre	ncy payments	- (D32), (D45) &	(D52) above	F
f tenderer from Annex B			(D	53) Total of im	ported conten	t & foreign curre	ncy payments	- (D32), (D45) &	This total mu	st correspond wi

# ANNEX E: LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C

					SATS 1286.2011
			Annex E		
		Local Co	ntent Declaration - Supportir	ng Schedule to Annex C	
			• •		
(E1)	Tender No.			Note: VAT to be excluded	l from all
(E2)	Tender descri	ption:		calculations	
(E3)	Designated p				
(E4)	Tender Autho	•			
(E5)	Tendering En	tity name:			
		Local Products			
		(Goods, Services	Description of items purchased	Local suppliers	Value
		and Works)			
			(E6)	(E7)	(E8)
			(50) 7	 ucts (Goods, Services and Works)	RO

(E10)	Manpower costs	( Tenderer's manpo	wer cost)		R O
	·				
(E11)	Factory overheads	(Rental, depreciatio	on & amortisation, ut	tility costs, consumables etc.)	R O
(E12)	Administration over	heads and mark-up	(Marketing, insuran	ce, financing, interest etc.)	R O
				(E13) Total local content	R O
				This total must correspond wit	th Annex C -
				C24	
Signature of t	enderer from Annex I	<u>B</u>			

# SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="https://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

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# **CERTIFICATION**

, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON	ON THIS DECLARATION FORM IS TRUE AND CORRECT.	
ACCEPT THAT, IN ADDITION TO CANCELLATION OF SHOULD THIS DECLARATION PROVE TO BE FA	OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ALSE.	
Signature	Date	
Position	Name of Bidder	

#### SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:				
(Bid Number and Description)				
in response to the invitation for the bid made by:				
(Name of Institution)				
do hereby make the following statements that I certify to be true and complete in every respect:				
I certify, on behalf of:that:				

(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate:
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation:
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) the geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid: or
  - (f) bidding with the intention not to win the bid.

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- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, and conditions or delivery particulars of the products or services to which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, before the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder

<sup>&</sup>lt;sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

<sup>&</sup>lt;sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

# SAFCEC JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT made and entered into by and between:
of
)
of the first part;
and
of
) (hereafter referred to as)
of the second part;
<u>PREAMBLE</u>
WHEREAS the Parties have formed a Joint Venture in order to submit tenders to the
(hereafter

contract.

#### **NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

	1. FORMATION OF JOINT VENTURE
1.1	The Parties hereby associate themselves into and as a Joint Venture in accordance with the provisions of this Agreement under the style or firm name of
1.2	The Parties hereto agree and undertake that they will not disclose the contents of this Agreement to persons with whom they may have any dealings directly or indirectly arising from the conclusion of this Agreement and the operation and establishment of the Works.
1.3	Notwithstanding that the parties may be jointly and severally bound to the, should the Joint Venture be awarded the contract by the for the construction of the Works, nothing
	herein contained shall be interpreted as giving rise to a general partnership between the parties or limiting the rights or powers of either party to carry on its separate business for its sole benefit.
	2. OBJECT AND MOTIVATION
to ne	ole object for which this Joint Venture is established and the sole business of the Joint Venture is gotiate for and conclude a contract for the execution of the Works and to carry out such Works to y, all in accordance with the terms of this Agreement.
	3. Profits and Losses
3.1	The profits and losses of the Joint Venture shall be borne by
3.2	In addition to any other provisions contained in this Agreement, the functions, duties, obligations and responsibilities of
	4 DURATION
200	operation of this Agreement shall be deemed to have commenced on the Day of
4.1	Award of the Contract by
4.2	an outside party or parties, or In the case of contract award, at the time the contract is terminated and all rights and obligations of the parties in connection with such contract and in connection with this Agreement have

ceased, but in no case before the conclusion of any maintenance period in the contract and the cancellation and/or refund of all guarantees and bonds. The Joint Venture existence shall also be deemed to continue insofar as the Joint Venture is responsible for latent defects under the

#### 5. EXCLUSIVITY

The Parties agree and undertake in favour of each other that neither of them shall, except in accordance with the intention expressed in this agreement, be associated in any manner, either directly or indirectly, with any investigation, negotiation, tender or proposal for the performance of or incidental to the execution of the Works and including any variation by way of addition or omission from the scope of the Works or the extension to the Works, nor invest in any company, enterprise or partnership in any manner related thereto, either as previously agreed by the Management Committee in writing.

#### 6. Pre-Contract Costs

#### 7. MANAGEMENT COMMITTEE

- 7.1 The day-to-day affairs of the Joint Venture shall be under the control of a Management Committee which shall consist of one representative of each of the parties. Within the terms of this agreement and the contract, if awarded, each such member shall have full authority to bind the party and/or parties he represents in all matters relating to the affairs of the Joint Venture. No party to this agreement may bind the other party hereto without the prior consent of such other party, nor may the Management Committee bind the Joint Venture or any party beyond the terms of this agreement or the contract without the prior written consent of both parties. The parties hereto shall be obliged immediately upon signature of this Agreement, to appoint their representatives and the first meeting of the Management Committee will be held immediately thereafter. The parties shall be obliged at all times to maintain a representative on the Management Committee.
- 7.2 Each representative on the Management Committee shall be entitled to appoint, and from time to time remove and replace, an alternate who shall, at any meeting of the Management Committee at which the representative whom he represents is absent, be vested with all rights and powers and subject to all obligations of the representative whom he represents.
- 7.4 Meetings of the Management Committee shall take place at such times and places as the Committee shall determine, provided that the Chairman shall be obliged to convene a meeting of the Management Committee not later than 10 days after being required to do so by any one of the parties to this agreement. Not less than five days' notice of any meeting of the Management Committee shall be given to the representatives thereof and their alternates.
- 7.5 Decisions of the Management Committee shall be unanimous, provided that If the representatives or the alternates fail to agree on any decision, the meeting at which that decision is sought shall be adjourned for a period of 24 hours and should the representatives then not agree on the course of action to be taken the matter shall be referred to the Executive Board for a decision. The decision of such Executive Board shall be placed before a further adjourned meeting, which shall take place no later than 72 hours after the initial adjourned meeting and shall bin the Management Committee which shall adopt such decision without variation.
- 7.6 Subject to 7.7 below, decisions on the Management Committee may be reached telephonically, telegraphically, by facsimile or in writing.
- 7.7 Decisions of the Management Committee, whether at a meeting or otherwise, shall be recorded in written minutes which shall be distributed by the Chairman, for the time being to the members of the Management Committee not later than seven days after those decisions have been taken.

- Such minutes shall be deemed to have been affirmed unless dissented from not later than seven days after they are deemed to have been received by the dissenter.
- 7.8 The Management Committee may, as it wishes, decide to increase the number of its members for or invite other parties to attend any of its meetings. Such co-opted members or observers shall not have a vote.
- 7.9 The Management Committee shall have the power to delegate such of its powers and duties as it may determine in the best interests of the parties.
- 7.10 No remuneration shall be paid by the Joint Venture to the parties' representatives on the Management Committee in their capacities as such.
- 7.11 The administrative function regarding the operation of the Management Committee shall be fulfilled by the Chairman.

# 8 POWERS OF THE MANAGEMENT COMMITTEE AND DIRECTION OF THE PROJECT MANAGER The functions, responsibilities and powers of the Management Committee shall be:

- 8.2 To formulate and dictate to the Project Manager overall policy regarding the following:
  - 8.2.1 The general day-to-day management of the affairs of the Joint Venture.
  - 8.2.2 Representation of the Joint Venture in dealing with the Resident Engineer/ Engineer/ Client and third parties on matters affecting the Joint Venture as a whole.
  - 8.2.3 Co-ordination of the activities of the parties.
  - 8.2.4 Preparation by agreement with the parties and supervision of the programme of the Works.
  - 8.2.5 Ensuring that the responsibility of each of the parties in regard to technical and contractual matters is preserved.
- 8.3 To make such provisions as are necessary to enable the Project Manager to perform his tasks.
- 8.4 To approve the balance sheets and accounts of the Joint Venture.
- 8.5 To approve the tender submitted by the Joint Venture and to approve or withhold approval for and amendment proposed thereto.
- 8.6 To approve the appointment of legal advisers and auditors where such appointments are necessary.
- 8.7 To determine the nature and extend of any additional duties and functions of each of the parties in relation to this Joint Venture.
- 8.8 To determine the terms and conditions of employment of personnel as well as emoluments seconded by the parties to the Joint Venture.
- 8.9 Subject to the terms and conditions of this agreement, to determine and approve:
  - 8.9.1 The amount and type of working capital requirements of the Joint Venture.
  - 8.9.2 All borrowings, guarantees and like obligations undertaken by the parties to the Joint Venture.
  - 8.9.3 The insurance to be taken out by the Joint Venture.

- 8.9.4 The nature, method and amount of all claims.
- 8.9.5 When and in what amount to distribute dividends to the parties hereto, save that any decision in terms of which the Joint Venture will undertake further work outside of the original scope of the contract or any variation or amendment of this agreement of the contract, shall require the unanimous agreement of the parties before becoming effective and binding the Joint Venture.
- 8.9.6 The approval and appointment of all sub-contractors.

#### 9 THE EXECUTIVE BOARD

- 9.1 The Executive Board shall consist of one representative of each of the parties who shall be the Chief Executive Officer of each Joint Venture partner or their nominated deputy but shall not be the same representative as appointed to the Management Committee in terms of Clause 7.1 hereof. The Executive Board shall be the mediation authority of the Joint Venture which shall decide on all issues which are referred to it by the Management Committee as well as on all issues where the Management Committee is not unanimous.
- 9.2 Decisions of the Executive Board, whether original decisions or decisions taken after referral from the Management Committee shall be implemented by the Management Committee as per Clause 7.5.1.
- 9.3 Decisions of the Executive Board shall be unanimous.
- 9.4 Effect shall be given to a resolution arrived at unanimously.
- 9.5 In the event of the Executive Board not being unanimous in its decision the matter is to be referred to arbitration in terms of Clause 16 hereof.
- 9.6 Subject to 9.7 as read in conjunction with 7.7 and, provided that they are unanimous, decisions of the Executive Board may be reached telephonically, telegraphically or in writing. If reached telephonically or otherwise orally such decision must be confirmed in writing within 24 hours.
- 9.7 The Minutes of meetings of the Executive Board shall be handled mutatis mutandis in the manner per Clause 7.7.
- 9.8 The administrative functions regarding the operation of the Executive Board shall be fulfilled by the Chairman of the Management Committee, who shall not be entitled to a voice or a vote at Executive Board meetings.

#### 10 Personnel

- 10.1 The Project Manager shall be appointed as provided in Clause 8.1 hereof.
- 10.2 The person nominated to the office of Project Manager shall be subject to removal from such office by decision of the Management Committee.
- 10.3 All the remuneration and emoluments of employment of the Project Manager shall be an expense of and paid by the Joint Venture, provided that a party shall be entitled by notice in writing delivered to the other parties to elect that the person to be nominated by it to fill the offices of project Manager shall be seconded to the Joint Venture in which event the remuneration and emoluments which would otherwise have been paid to such persons while filling such offices shall be paid to the member responsible for their nomination or otherwise as such member shall direct and subject to such payment being duly and promptly paid to the member or its nominee, the member will hold harmless and keep indemnified the Joint Venture and the other members from all actions, proceedings, claims and demands by such persons or otherwise howsoever in respect of such remuneration and emoluments. The remuneration and emoluments to be paid and allowed by the Joint Venture to the Project Manager shall be

- determined from time to time by the Management Committee and borne by the parties hereto in the Specified Propositions.
- 10.4 The members of the Management Committee and Executive Board and their proxies and alternates a shall not be employees of the Joint Venture and shall not be entitled to claim any salary or remuneration from the Joint Venture by virtue of such appointments unless the Management Committee shall otherwise decide in writing.

#### 11 FINANCING

## 11.1 Working Capital

- 11.1.1 Banking accounts shall be opened in the name of the Joint Venture with banks and at such places as may be determined by it, and the parties shall be responsible for the payment in the Specified Properties of such sums to the credit of such baking accounts as shall from time to time be required by way of working capital for the Joint Venture.
- 11.1.2 Any amounts from time to time advanced by the parties to the Joint Venture in terms of this agreement shall be placed to the credit of their respective capital accounts in the Joint Venture.
- 11.1.3 The banking accounts referred to in sub-clause 11.1.1 hereof shall be operated, and cheques thereon shall be drawn in accordance with the instructions to the bankers in question. Withdrawals from these banking accounts shall be effected on the authority of persons nominated thereto by the Management Committee.
- 11.1.4 Should any party fail to make payment to the Joint Venture of any amount which it is obliged to pay in terms of sub-clause 11.1.1 hereof, after the expiry of a period of seven days from the date of notice requiring it to make such payment, the party to default shall be liable for payment of interest to the other parties on the amount so withheld at the rate of Prime Bank rate charged by Joint Venture Bankers per annum should such other parties have advanced the aforesaid sum.
- 11.1.5 All revenue derived by the Joint Venture from the contract shall forthwith be deposited to the credit of the banking accounts referred to in sub-Clause 1.1.1 hereof.
- 11.1.6 The amount for the time being standing to the credit of the Joint Venture's banking accounts shall be applied:
  - 11.1.6.1 In discharging the obligations of the Joint Venture in accordance with their tenor; provided that the Management Committee shall be entitled to require the payment of any liability prior to its due date if such anticipated payment will result in the allowance by the creditor in question of an advantageous discount to the Joint Venture for prompt payment;
  - 11.1.6.2 As to any surplus of funds for the time being in the said banking account, subject to the agreement of the parties as payment to the parties in the Specified Proportions or in proportion to their participation of the time being in

the Joint Venture, save that any such surplus shall first be utilised for the purpose of eliminating or reducing any disproportion in the ratios of the parties respective capital accounts.

#### 11.2 Capital and Advances

- 11.2.1 The amount of capital required by the Joint Venture to attain its object (and which includes all loans, guarantees, indemnities, reserves) shall be determined from time to time by the Management Committee, and upon being so determined shall forthwith be contributed by the parties to the Joint Venture in the Specified Proportions.
- 11.2.2 If at any time any party to the Joint Venture shall, due to an emergency or with the consent in writing of the other parties advance any sum of money or to incur any liability on behalf of the Joint Venture over and above its due contribution to capital, then where money has been advanced, the same shall be a debt due from the Joint Venture to the party advancing the money, and shall be repayable on thirty days' notice and shall bear interest at Prime Bank rate as charged by Joint Venture's bankers per annum from date of advance to date of payment. Where a party has incurred a contingent liability on the above basis, the other parties shall, within thirty days of being requested to do so in writing, relieve such party of its obligations thereunder to the extent that the obligations of the parties are in the Specified Proportions.

#### 12. ACCOUNTS

- 12.1 The Joint Venture shall cause proper books of account and complete records to be kept as are customary in the Republic of South Africa relating to all the assets and liabilities of the Joint Venture and expenses incurred or income received by the Joint Venture.
  - Such book and records shall not be related to the affairs of the parties individually. The said books of account and records, together with all letters, papers or writings concerning or belonging to the Joint Venture shall be kept at site and such other place from time to time as determined by the Management Committee, and each of the parties to the Joint Venture shall at all times have free access and the right to inspect and copy the same.
- 12.2 Within thirty days of the end of every quarter during the continuance of the Joint Venture, the Joint Venture shall furnish to the Management Committee all necessary documents such as balance sheets, profit and loss accounts, bank balances and comparisons with budget and forecasts of cash flow and profits as are necessary to keep the Management Committee informed of the financial affairs of the Joint Venture. Every such profit and loss account and balance sheet shall be agreed to and signed by the members of the Management Committee on behalf of the Joint Venture members, and when so signed, shall be binding on all the parties, except that if any manifest error therein be detected and pointed out by any party to the others at any time after such signature, such error shall forthwith be rectified.
- 12.3 After the completion of the contract and the release of all bonds, guarantees and obligations given for the performance of the parties in the Joint Venture, the joint Venture shall procure the preparation and auditing of a final balance sheet and profit and loss account, which shall be approved by the Management Committee, and from which the final profit and loss sustained by the Joint Venture shall be ascertained, and distributed to or contributed by the parties in proportion to their participation in the Joint Venture. This clause shall not be construed as prohibiting the interim distribution of profits or contribution towards losses in the discretion of the Management Committee.

#### 13. WINDING UP

Upon the determination of the Joint Venture in accordance with the provisions of this agreement, a full and general account shall be taken of the assets and liabilities of the Joint Venture and of the transactions and dealings thereof, and with all convenient speed, such assets shall be sold and realised and the proceeds applied in paying and discharging such liabilities and the expenses of and incidental to the winding-up of the Joint Venture affairs and thereafter in paying to each Joint Venture member its share of such proceeds in the Specified Proportions. The Joint Venture members respectively undertake to do all such things as may be necessary so as to give effect to the above.

#### 14. BREACH

- 14.1 If a party ("the guilty party") shall commit a breach of any material provision of this agreement, and fail to remedy the same within a period of thirty (30) days after the receipt by it of written notice requiring it to do so, or be placed in liquidation or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other parties ("the aggrieved parties") shall have the right, without prejudice to any of its other remedies arising from such breach, forthwith to terminate this agreement, in which event:
- 14.2 The guilty party's interest in the joint venture shall be taken over by the remaining parties. The aggrieved parties shall, in addition, have the right, if it so requires, to take over the capital account of the party in default.

  Such capital account shall be valued on the basis of the nett assets revealed in an audited
  - Such capital account shall be valued on the basis of the nett assets revealed in an audited balance sheet and profit and loss account prepared as at the end of the month in which the default or other breach occurred; provided that the profit and loss account shall take into account the Joint Venture's share in the valuation of the work in progress, as shown in the Joint Venture accounts, at the date of preparation of the balance sheet and profit and loss account, after providing for any known or contemplated future losses to be incurred on the work undertaken or to be undertaken by the Joint Venture and provided further that should upon the completion of the contract or contracts, the provision for losses made in the valuation or work in progress as aforesaid prove to be incorrect, such provisions shall be adjusted. Provided the aggrieved parties have proved that the tender rates as escalated from time to time were inadequate, the guilty party shall be liable to the extent of the participation of such party for all losses incurred on the whole of the contract, including any losses incurred subsequent to the termination of the agreement in accordance with these provisions, but such party shall not be entitled to share in any profits earned subsequent to such termination.
- 14.3 The aggrieved parties shall have the right to recruit in its employment personnel seconded to the Joint Venture by the guilty party and, as a stipulation in favour of such personnel, the guilty party waives any claims it might otherwise have had against such personnel arising from their summary termination of their employment with the guilty party.
- 14.3 All plant hired by the guilty party to the Joint Venture shall remain on hire to and under the control of the aggrieved parties until the completion of the contract, or until the aggrieved parties shall release such plant from the operation of this sub-clause. Payment shall be made thereof monthly.

#### 15. DISPUTES

15.1 Having regard to the high degree of good faith which must exist between the parties, the parties agree to do their utmost to ensure that the disputes between them are settled equitably and amicably and where possible without resort to arbitration.

15.2 In the event of any differences or dispute of whatever nature arising from this agreement (which shall include any failure to agree on any matter which requires the parties' agreement for the purposes of implementation of this agreement) or any other matter related thereto which cannot be settled by direct negotiation between the parties, such differences or dispute shall be referred to arbitration in terms of Clause 16 hereof.

#### 16 ARBITRATION

- 16.1 Save as hereinafter provided, any dispute at any time between any of the parties hereto in regard to any matter arising out of this agreement or its interpretation or rectification shall be submitted to and decided by arbitration.
- 16.2 The arbitration referred to in 16.1 shall be held 16.2.1 At ......
  - 16.2.2 In a summary manner, i.e. on the basis that it shall not be necessary to observe or carry out either -
    - 16.2.2.1 the usual formalities or procedure (e.g. there shall not be any pleadings or discovery); or
    - 16.2.2.2 the strict rules of evidence.
  - 16.2.3 Immediately and with a view to its being completed within twenty-one business days after it is demanded;
  - 16.2.4 Otherwise (but subject to © (d) and (e) under the provisions of the Arbitration Act No. 42 of 1965 or the Republic of South Africa as amended from time to time).
- 16.3 The Arbitrator shall be, if the question in issue is -
  - 16.3.1 Primarily an accounting matter, an independent accountant;
  - 16.3.2 Primarily a legal matter, a practising Senior Counsel of not than five years standing as such;
  - 16.3.3 Any other matter, an independent person unanimously agreed upon between the parties and failing agreement appointed by the President for the time being of the South African Federation of Civil Engineering Contractors.
- 16.5 The arbitrator shall decide the matters submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of law need not be observed or be taken into account by him in arriving at his decision.
- 16.6 The parties irrevocably agree that the decision in those arbitration proceedings -

- 16.6.1 shall be binding on them;
- 16.6.2 shall be carried into effect;
- 16.6.3 can be made an order of any court of competent jurisdiction.

#### 17. CONFIDENTIALITY

- 17.1 All matters relating to this agreement, any negotiations and the contract for the construction of the Works resulting therefrom shall be regarded by the parties hereto as being highly confidential, and shall not be disclosed without prior written consent of the management Committee to any party, person or entity who or which is not a signatory to this Agreement, except where such disclosure is necessary for the fulfilment of this Agreement.

  No party shall at any time hereinafter use any technical information, save that in the public domain, acquired from the other parties hereto except for the purposes of fulfilment of the contract.
- 17.2 No party shall have the right to advertise, or otherwise permit, the dissemination of publicity concerning its participation in the Joint Venture unless:
  - 17.2.1 the relevant material shall make due reference to and acknowledgement of the work of the other parties;
  - 17.2.2 the relevant material shall, for its dissemination is within the control of the party in question, have been approved by the other parties, which approval shall not be unreasonably withheld.

#### 18. ASSIGNMENT

- 18.1 No party shall cede, assign or in any other way make over any of its rights or obligations under this agreement without the written consent of the other parties except insofar as such assignment or alienation is to any wholly-owned subsidiary company of that party.
- 18.2 In the event of such assignment or alienation taking place, the initial party shall jointly and severally and in solidum guarantee the obligations or the assignee towards the remaining parties.

#### 19 GENERAL

- 19.1 No party shall have a claim against the other parties arising out of a failure to secure the contract, except insofar as the parties are liable to bear the joint venture expenses in the Specified Proportions.
- 19.2 Any changes and supplementary provisions concerning this agreement shall require the written approval of all the parties hereto.

#### 19.3 Variations not effective unless in writing

No variation, modification or waiver of any provision of this agreement, or consent to any departure therefrom, shall in any event be of any force or effect unless unanimous and confirmed in writing and signed by the parties; then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which made or given.

#### 19.4 Additions to the Joint Venture

No additional parties shall be admitted to the Joint Venture unless the parties to this agreement unanimously agree and subject to the Conditions of Contract for the Works. All sub-contractors

must be approved by the Management Committee in accordance with procedures to be established by the said Committee.

# 19.5 Company formation

Should the parties at any time unanimously agree to form a company to take over the interest of the Joint Venture in the contact and the assets of the joint Venture, the parties undertake to enter into a Shareholders Agreement embodying insofar as it is reasonably possible and practicable the terms hereof and, in addition, including therein a provision affording each party a right of pre-emption to any shares in the company which the other may from time to time wish to dispose of. For the Works the formation of a company shall be subject to the General Conditions of Contract for the Works.

#### 19.6 Domicilium

19.6.1	purposes of and in connection with this agreement as follows:

- 19.6.2 The parties hereto shall be entitled to change their domicilium from time to time, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.
- 19.6.3 All payments to be made pursuant to this agreement, and all notices, demands or communications intended for any party, shall be made or given at such party's domicilium for the time being, and if forwarded by prepaid registered post, shall be deemed to have been made or given seven days after the date of posting unless proved to the contrary.

#### 19.7 Currency

All amounts referred to in this agreement and all monies payable to or by the parties to the Joint Venture in connection with the Joint Venture shall be both calculated and paid in currencies from time to time and at places to be agreed by the Management Committee.

#### 19.8 Governing Law

This agreement shall be construed in accordance with and governed by the laws of Republic of South Africa. The English language version of this agreement shall prevail.

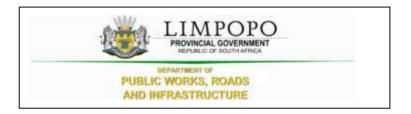
- 19.9 All correspondence between the parties in regard to this agreement and the contract shall be in the English language.
- 19.10 Each party shall bear its own costs incurred in the preparation and negotiation of this agreement.
- 19.11 This agreement over-rides any previous agreement or arrangements concluded between the parties in regard to the works and contract. Notwithstanding the provisions of Clause 19 hereof, the parties agree that any variations to the provision of this agreement and any decisions in terms of which this Joint Venture will undertake further work outside the original scope of the contract referred to earlier, shall require the unanimous agreement of the parties before becoming effective and binding on the parties.

2.

	nor shall the words which the	ey contain be taken into account in the interpretation of any cla	ause
THUS	DONE AND SIGNED AT	DAY	OF
	20		
		For and behalf of:	
AS W	TNESS:		
1.			
2.			
THUS	DONE AND SIGNED AT	THISDAY	OF
	20		
		For and behalf of:	
AS W	TNESS:		
1.			

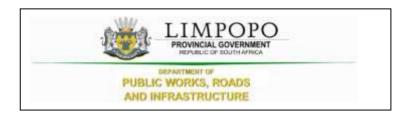
19.12 In the interpretation of this agreement, works in the singular shall include the plural and vice

versa as the context may require. The headings to clauses shall not be considered part thereof

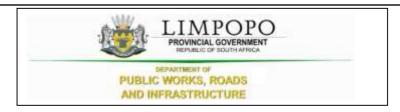


# THE CONTRACT

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# **PART C1: AGREEMENT AND CONTRACT DATA**



#### C1.1. FORM OF OFFER AND ACCEPTANCE

## Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

### CONSTRUCTION OF NEW OFFICES AT MAJEJE TRADITIONAL COUNCIL IN THE MOPANI DISTRICT.

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

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

### THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

Rand (in word	s); R
	(in
figures) R	
returning one	be accepted by the employer by signing the acceptance part of this form of offer and acceptance and copy of this document to the tenderer before the end of the period of validity stated in the tender on the tenderer becomes the party named as the contractor in the conditions of contractidentified data.
Signature(s)	
Name(s)	
Capacity	
For the tenderer:	
Name & signature of witness	Date

Part C1: Agreement and Contract Data

Contract

C1.1

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BID NO: LDPWRI-B/20117

# **Acceptance** (To be completed by the employer – not the bidder)

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 Consultant the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Contract Data
Part C3	Pricing Data
Part C4	Scope of Work

Any 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 listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule

The tenderer shall within two weeks of 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 Consultant) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

#### For the Employer

Signature							
Name							
Capacity							
Name and address of the organization							
Signature and Name of Witness							
Signature a	nd Name of Witness						
	nd Name of Witness						

Contract 113 Part C1: Agreement and Contract Data Form of Offer and Acceptance

## **Schedule of Deviations**

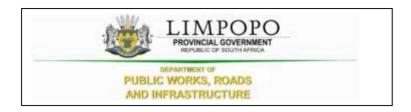
1 Subject	
Details	
2 Subject	
Details	
3 Subject	
Details	
-	
Details	
agree to	duly authorized representatives signing this agreement, the <i>Employer</i> and the Tenderer and accept the foregoing schedule of deviations as the only deviations from and nents to the documents listed in the Tender Data and addenda thereto as listed in the ble schedules, as well as any confirmation, clarification or changes to the terms of the
	reed by the Tenderer and the <i>Employer</i> during this process of offer and acceptance.
It is exp	ressly 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

Contract 114

effect in the contract between the parties arising from this agreement.

.....

BID NO: LDPWRI-B/20117

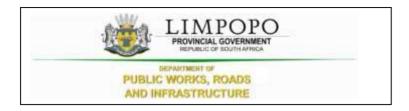


### C2 CONTRACT DATA

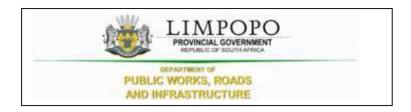
The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.



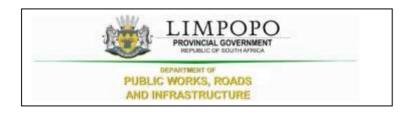
## **PART C3: PRICING DATA**



### **C3.1 PRICING INSTRUCTION**

- The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July 2005).
- The agreement is under the JBCC N/S Subcontractor Agreement for use with the JBCC PBA (Edition 4.1 code 2101 March 2005) form of contract with Preliminaries (Code 2103 May 2005) incorporating the State Provisions of cl 41.0.
- It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Works and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for the assessment of payment for additional work that may have to be carried out.
- The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Main Contractor and can be viewed at any time during office hours up until the completion of the works.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
- The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

PRICING INSTRUCTION 117 C3.1



# **PART C4: PROVISIONAL BILLS OF QUANTITIES**

11518 C4

		Quantity	Rate	Amoun
BILL	_ NO. 1			
PRE	LIMINARIESNOTES			
SEC	TION NO.1			
i)	The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1 Code 2101 March 2005) prepared by the Joint Building Contracts Committee			
ii)	The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, Code 2103 May 2005 Edition and shall be deemed to be incorporated herein			
iii)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary			
iv)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading			
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")			
vi)	If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time			
	TION A: PRINCIPAL BUILDING AGREEMENT D IN CONJUCTION WITH THE CONTRACT DATA			
	Carried to Collection		R	
Bill No Prelin	on No. 1 o. 1 ninaries STRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF DEPARTMENT OF COOPERATIVE GOVERNANCE HUMAN		ENTS &	

	Definitions (A1)			
1	Definitions and interpretation (clause 1)			
	F: V: T:	Item		
	Objective (A2)			
2	Offer acceptance and performance (clause 2)			
	F: V: T:	Item		
	Preparation (A3-A14)			
3	Documents (clause 3)			
	F: V: T:	Item		
4	Design responsibility (clause 4)			
	F: V: T:	Item		
5	Employer's agents (clause 5)			
	F: V: T:	Item		
6	Site representative (clause 6)			
	F: V: T:	Item		
7	Compliance with regulations (clause 7)			
	F: V: T:	Item		
8	Works risk (clause 8)			
	F: V: T:	Item		
9	Indemnities (clause 9)			
	F: V: T:	Item		
10	Works insurance (clause 10)			
	F: V: T:	Item		
	Carried to Collection		R	 
	Section No. 1 Bill No. 1			
	Preliminaries	FICE		
	CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HUMAN		ENTS &	

11	Liability insurances (clause 11)				
	F: V:	T:	Item		
12	Effecting insurance (clause 12)				
	F:V:	. T:	Item		
13	No clause (clause 13)				
	F: V:	T:	Item		
14	Security (clause 14)				
	F: V:	. T:	Item		
	Execution (A15-A22)				
15	Preparation for and execution of the	e works (clause 15)			
	F: V:	. T:	Item		
16	Access to the works (clause 16)				
	F: V:	. T:	Item		
17	Contract instructions (clause 17)				
	F: V:	. T:	Item		
18	Assignment (clause 19)				
	F: V:	. T:	Item		
19	Setting out of the works (clause 18	)			
	F: V:	T:	Item		
		Carried to Collection		R	
	Section No. 1 Bill No. 1 Preliminaries CONSTRUCTION OF NEW MAJE				
	FOR DEPARTMENT OF COOPER	ATIVE GOVERNANCE HUMAN	SETTLEM	ENTS &	

	The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.			
20	Nominated subcontractors (clause 20)			
	F: V: T:	Item		
21	Selected subcontractors (clause 21)			
	F: V: T:	Item		
22	Employer's Direct Contractors (clause 22)			
	F: V: T:	Item		
23	Contractor's Domestic Sub-Contractors (Clause 23)			
	F: V: T:	Item		
	Completion (A24-A30)			
24	Practical completion (clause 24)			
	F: V: T:	Item		
25	Works completion (clause 25)			
	F: V: T:	Item		
26	Final completion (clause 26)			
	F: V: T:	Item		
27	Latent defects liability period (clause 27)			
	F: V: T:	Item		
	Carried to Collection  Section No. 1  Bill No. 1  Preliminaries  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HUMAN		R ENTS &	
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28	Sectional completion (clause 28)			
	F: V: T:	Item		
29	Revision of date of practical completion (clause 29)			
	F: V: T:	Item		
30	Penalty for non-completion (clause 30)			
	F: V: T:	Item		
	Payment (A31 - A35)			
31	Interim payment to the contractor (clause 31)			
	F: V: T:	Item		
32	Adjustment to the contract value (clause 32)			
	F: V: T:	Item		
	Notwithstanding the provisions of clause 32.13 fluctuations in costs shall not be adjusted as per heyllet formular (CPA)			
33	Recovery of expense and loss (clause 33)			
	F: V: T:	Item		
34	Final account and final payment (clause 34)			
	F: V: T:	Item		
35	Payment to other parties (clause 35)			
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	Cancellation (A36-A39)			
36	Cancellation by employer - contractor's default (clause 36)			
	F: V: T:	Item		
37	Cancellation by employer - loss and damage (clause 37)			
	F: V: T:	Item		
38	Cancellation by contractor - employer's default (clause 38)			
	F: T:	Item		
39	Cancellation - cessation of the works (clause 39)			
	F: V: T:	Item		
	Dispute (A40)			
40	Settlement of disagreements and disputes (clause 40)			
	F: V: T:	Item		
	Contract variables (A41)			
41	The schedule:Pre-tender information (clause 41)			
	F: V: T:	Item		
	Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder			
	On mails of the On the other			
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41.1.1 Employer:		
DEPARTMENT OF PUBLIC WORKS LIMPOPO		
Postal Address: Private Bag x 9490 POLOKWANE 0700		
Physical Address: 43 Church Street Polokwane 0699		
Tel . (015) 284-7000 Fax (015) 284 7044 E-mail :		
41.1.2 Principal Agent:		
DEPARTMENT OF PUBLIC WORKS LIMPOPO		
Postal Address: Private Bag x 9490 POLOKWANE 0700		
Physical Address: 43 Church Street Polokwane 0699		
Tel . (015) 284-7000 Fax (015) 284 7044 E-mail :		
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41.1.3 Other Agents: Architect	
DEPARTMENT OF PUBLIC WORKS LIMPOPO	
Postal Address: Private Bag x 9490 POLOKWANE 0700	
Physical Address: 43 Church Street Polokwane 0699	
Tel . (015) 284-7000 Fax (015) 284 7044 E-mail :	
41.1.4 Other Agents : Quantity Surveyors	
DEPARTMENT OF PUBLIC WORKS LIMPOPO	
Postal Address: Private Bag x 9490 POLOKWANE 0700	
Physical Address: 43 Church Street Polokwane 0699	
Tel . (015) 284-7000 Fax (015) 284 7044 E-mail :	
41.2 CONTRACT DETAILS	
41.2.1 Works Description:	
The work consist of the construction of a new single storey library building approximately 950m2 and site works	
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41.2.2	Site Description:			
	The site is at			
41.2.3	Work for installation by direct contractors:			
	N/A			
41.2.4	This agreement is for a government contract: contract where there are specific option that			
are	applicable to a state organ only			
	Υ	es		
41.2.5	Date on which possession of the site is intended to be given:	ed		
	Approximately within 14 (fourteen) calender			
	days from the date of the letter of acceptance			
41.2.6 immedi	Period for the commencement of the works is ately after the contractor takes possession	of		
the site				
41.2.7	Completion in sections are required	.,		
	1	Vo		
41.2.8	Intended date of practical completion and the penalty per calender day for the works as a			
	whole: 8 calendar months from the date of the			
	possession of the site and penalties will be 0.05% of the contract sum			
	0.00 % of the contract sum			
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	which	Penalty per calender day: 0.05% of the Contract Sum per calendar day on the completion of the work may be in arrears			
		SPECIAL COMPLETION REQUIREMENTS			
		Not applicable			
42		Arbitration rules as recommended by the ation of Arbitrators (SA)			
	F:	V: T:	Item		
43	41.2.10 that of	The law applicable to this agreement shall be			
		South Africa			
	F:	V: T:	Item		
	41.3	INSURANCES			
44	41.3.1	Contract work's insurance			
		All risk and Public Liability Insurance for this contract shall be taken out by the Contractor in the joint names of the contractor and the employer. The cost of this insurance will be paid by the Contractor. Any excess in respect of a claim is to be paid for by the contractor			
			Item		
		Carried to Collection		R	_
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45	41.3.2	Supplementary insurance:			
		Contractor shall be responsible for the taking out his own insurances for all plant and machinery used in the execution of this contract. The cost of this insurance shall be borne by the contractor.			
	_	V			
	1	T			
			Item		
46	41.3.3	Public liability insurance to be effected by			
	contrac				
	F:	T:	Item		
	41.4	<u>DOCUMENTS</u>			
	41.4.1	Waivers of contractors lien is required			
		Yes			
	41.4.2	Number of construction document copies to be supplied free of charge: Three			
	41.4.3	State other system if document is not drawn up in accordance with the Standard System of Measuring Building Work (6th Edition) (Revised) 1999			
	41.4.4 docume	Number of days for submission of priced ents: 7 working days			
	no	Notwithstanding the provisions of Clause 41.4.4, payments will be certified unless the priced			
	docume	ent are agreed with the Quantity surveyors.			
	41.4.5	JBCC N/S Subcontract Agreement are to be included in the documents:			
		No			
		Comical to Collection			
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	41.4.6 Alternative if contract value is not adjusted using CPAP:			
	Prices and rates shall remain firm and fixed, there shall be no adjustment of the tender amounts			
	41.4.7 Details of changes made to the provision of JBCC standard documentation:			
	Payment will be made 21 days after issue of a payment certificate.			
	The Contractor shall issue a Tax Invoice immediately to enable the Employer to process payment. For accounting purposes, the Employer's VAT number as required by current legislation on the Tax invoice is to be advised			
	SECTION B: PRELIMINARIES			
	Definition and interpretation (B1)			
17	Definition and interpretation (B1.1 - B1.6.5)			
	F: V: T:	Item		
	Documents (B2)			
18	Checking of documents (B2.1)			
	F: V: T:	Item		
19	These bills of quantities contain pages and annexures as indexed on the flyleaf			
	The items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1997 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained			
		Item		
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50	Provisional bills of quantities (B2.2)			
	F: V: T:	N/A		
51	Availability of construction documentation for contracts based on provisional bills of quantities (B2.3)			
	F: V: T:	Item		
52	Interests of agents (B2.4)			
	F: V: T:	Item		
53	Priced documents (B2.5)			
	F: T:	Item		
54	Tender submission (B2.6)			
	F: V: T:	Item		
55	Notwithstanding anything contained in this clause tenders shall be valid for a period of 45 days from the closing date of tenders			
	F: V: T:	Item		
	The site (B3)			
56	Defined works area (B3.1)			
	F: V: T:	Item		
57	The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent at the official site briefing meeting.			
		Item		
58	Geotechnical investigation (B3.2)			
	Geotechnical information will be made available to the successful bidder at the site handover meeting			
	F: V: T:	Item		
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59	Inspection of the site (B3.3)			
	It remains the responsibility of the bidder to visit the project site on his / her own to check and acquaint themselves with the site and its conditions before submitting a tender as no claims will be entertained later.			
		Item		
60	No claims for extras arising from the contractor having failed to comply with this clause will be entertained			
	F: V: T:	Item		
61	Existing premises occupied (B3.4)			
	F: V: T:	Item		
62	Previous work - dimensional accuracy (B3.5)			
	F: V: T:	Item		
63	Previous work - defects (B3.6)			
	F: V: T:	Item		
64	Services - known (B3.7)			
	F: V: T:	Item		
65	Services - unknown (B3.8)			
	F: V: T:	Item		
66	Protection of trees etc (B3.9)			
	F: V: T:	Item		
67	Articles of value (B3.10)			
	F: T:	ltem		
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68	Inspection of adjoining properties etc (B3.11)			
	F: V: T:	Item		
	Management of contract (B4)			
69	Management of the works (B4.1)			
	F: V: T:	Item		
70	Progress meetings (B4.3)			
	F: V: T:	Item		
71	Technical meetings (B4.4)			
	F: V: T:	Item		
	Samples and shop drawings and manufacturer's instructions (B5)			
72	Samples of materials (B5.1)			
	F: T:	Item		
73	Workmanship samples (B5.2)			
	F: T:	Item		
74	Shop drawings (B5.3)			
	F: V: T:	Item		
	Temporary works and plant (B6)			
75	Deposits and fees (B6.1)			
	F: V: T:	Item		
76	Enclosure of the works (B6.2)			
	F: V: T:	Item		
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Advertising (B6.3)				
F: V: T:				
	Item			
Plant, equipment, sheds and offices (B6.4)				
F: V: T:	Item			
Main notice board (B6.5)				
F: V: T:	Item			
Subcontractors notice board (B6.6)				
F: V: T:	Item			
Temporary services (B7)				
Location (B7.1)				
F: V: T:	Item			
Water (B7.2)				
F: V: T:	Item			
Electricity (B7.3)				
F: V: T:	Item			
Telecommunication equipment (B7.4)				
F: V: T:	Item			
Ablution facilities (B7.5)				
F: V: T:	Item			
Prime cost amounts (B8)				
Responsibility for prime cost amounts (B8.1)				
F: V: T:	Item			
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	Attendance on N/S Subcontractors (B9)			
87	General attendance (B9.1)			
	F: V: T:	Item		
88	Special attendance (B9.2)			
	F: V: T:	Item		
89	Commissioning - Fuel, water and power (B9.3)			
	F: V: T:	Item		
	Financial aspects (B10)			
	Statutory taxes, duties and levies (B10.1)			
	F: V: T:	Item		
90	Provision for Value Added Tax (VAT) is made in the Final Summary.			
	F: V: T:	Item		
91	Payment of preliminaries (B10.2)			
	F: V: T:	Item		
92	Adjustment of preliminaries (B10.3)			
	F: V: T:	Item		
93	Payment certificate cash flow (B10.4)			
	F: V: T:	Item		
94	Contractor information supply (B10.5)			
	F: V: T:	Item		
	General (B11)			
95	Protection of works (B11.1)			
	F: V: T:	Item		
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96	Protection/isolation of existing/sectionally occupied works (B11.2)				
	F: V: T:	Item			
97	Site security (B11.3)				
	F: V: T:	Item			
98	Notice before covering work (B11.4)				
	F: V: T:	Item			
99	Disturbance (B11.5)				
	F: V: T:	Item			
100	Works cleaning and clearing (B11.6)				
	F: V: T:	Item			
101	Vermin (B11.7)				
	F: V: T:	Item			
102	Overhand work (B11.8)				
	F: V: T:				
		Item			
	Schedule of variables (B12)				
103	Pre-tender information (B12.1)				
	F: V: T:	Item			
	Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder.  Where no information is given it shall mean that either no details or specific requirements are available or that the clause is not relevant to this specific contract				
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12.1.1 Provisional bills of quantities (B2.2) The quantities are provisional:  No	
12.1.2 Availability of construction documentation (B2.3) Construction documentation is complete  Yes	
12.1.3 Interest of agents (B2.4) N/A	
12.1.4 Defined works area (B3.1)	
See site information	
12.1.5 Geotechnical investigation (B3.2)	
To obtain from the Project Architect	
Geotechnical information will be made available to the successful bidder at the site handover meeting	
12.1.6 Existing premises occupied (B3.4)	
12.1.7 Services - known (B3.7)	
Existing services and points of connection will be pointed out to the successful contractor by the principal agent	
12.1.8 Protection of trees (B3.9)	
12.1.9 Inspection of adjoining properties (B3.11)	
12.1.10 Enclosure of the works (B6.2)	
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12.1.11 Offices (B6.4.3) The contractor shall provide, maintain and remove on completion of the work an office for the exclusive use of the SEO minimum size 4 x 6 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair,drawing chair, drawing board and lockup drawer for drawings. The office shall be kept clean and fit for use at all times	
12.1.12 Main notice board (B6.5) The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, all constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all 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 and 12mm wide dividing lines, deep blue. All wording shall be inscribed in deep blue painted "sans serif" lettering	
12.1.13 Subcontractors notice board (B6.6) A notice board is required No	
12.1.14 Water (B7.2)	
Contractor to provide	
12.1.15 Electricity (B7.3)	
Contractor to provide	
12.1.16 Telecommunications (B7.4)	
Contractor to provide	
12.1.17 Ablution facilities (B7.5)	
Contractor to provide	
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	12.1.18 Special attendance (B9.2)				
	12.1.19 Protection of the works (B11.1)				
	12.1.20 Protection of existing/sectionally occupied works (B11.2)				
	Protection is required Yes				
	12.1.21 Disturbance (B11.5)				
	The contractor's attention is drawn to the fact that certain portions of the Works will be constructed in the vicinity of built up areas, The contractor shall exercise all necessary precautions to ensure the safety and convenience of the public.				
104	Post tender information (B12.2)				
	F: V: T:				
		Item			
	12.2.1 Payment of preliminaries				
	Alternative selected: (B)				
	12.2.2 Adjustment of preliminaries				
	Alternative selected: (A)				
	12.2.3 Additional agreed preliminaries item N/A				
	SECTION C: SPECIFIC PRELIMINARIES				
105	PROPRIETARY BRANDED PRODUCTS				
	The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorized representative				
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106	OVERTIME			
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.			
	F: V: T:	Item		
107	AS BUILT DRAWINGS			
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.			
	F: V: T:	Item		
108	SITE INSTRUCTIONS			
	Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor			
	F: V: T:	Item		
109	LABOUR RECORD			
	At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.			
	F: V: T:	Item		
110	PLANT RECORD			
	At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.			
	F: V: T:	Item		
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111	NON CESSION OF MONIES			
	The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract			
	F: V: T:	Item		
112	BLACK ECONOMIC EMPOWERMENT			
	The contractor shall study and acquaint himself with the guidelines of the Black Economic Empowerment Act, and demonstrate his compliance with the requirements of the Act.			
	F: V: T:	Item		
113	LOCAL LABOUR			
	The contractor shall make use of local labour. It is desirable by the Employer that all unskilled labour be recruited from the local areas of the vicinity of the Works. The contractor will demonstrate his effort to fulfill compliance with this requirement			
	F: V: T:	Item		
114	LABOUR DESK			
	The contractor shall establish a labour desk on site with a dedicated office of maximum 9m2 with and including a desk, 2 chairs and electricity. From the labour desk, the contractor will appoint a dedicated community liaison officer. The community liaison officer will be employed by and will report to the contractor, who will in turn forward such reports to the Principal Agent.			
	F: V: T:	Item		
115	SITE ACCOMMODATION.			
	Provide 2 office facilities for Principal Agent Representative and one for Resident Clerk of Works ( to include desk, 2chairs and Electricity per office) Provide meeting Facility to accommodate 12 chairs Provide Ablution facilities for the above			
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116	HEALTH AND SAFETY ACT (Act 85 of 1993)			
	Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Health & Safety Act (Act 85 of 1993) (as amended) for the duration of the contract	Item		
117	Provisions of OH&S Plan prior to commencement of works as well as a full consolidated copy of such plan at the completion of construction work inclusive of a record of all drawings, designs, copies of statutory appointments, material used and other similar information concerning completed contract	Item		
118	Implementation of approved OHS Plan for duration of contract, including daily/weekly inspections, monthly meetings, required audits, consolidated health and safety file, etc	ltem		
119	Registration with Compensation Fund or approved /licensed compensation insurer	Item		
120	Full time competent employee of the Contractor as safety construction supervisor and assistant safety construction supervisors for duration of contract	Item		
121	Health and safety training and induction requirements of all persons entering the site	Item		
122	HIV AND AIDS POLICY			
	Observation of all legislation, policies and by-laws regulating the "AIDS" endemic and "HIV" prevention, treatment and observation	Item		
	Provision of Training Allowance in terms of EPWP prescipts			
123	Training allowance paid to targeted labour in terms of formal training days PDT			
124	Extra over for the administration payment of training allowances to targeted labour (25% of training allowance)	Item		
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125	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site (Provisional Sum)	Item		
	BILL NO. 2			
	COVID-19 HEALTH & SAFETY COMPLIANCE			
	PREAMBLES			
	All prices/rates to be net, excluding Value Added Tax			
	SUPPLEMENTARY PREAMBLES			
	<u>Disaster Management Act: Regulations: Alert during</u> <u>Corona virus COVID-19 lock down</u>			
	i) The following is an extraction from the original gazetted Alert regulations. Amendments as gazetted in Gazette are indicated as follows - changes. Amendments as gazetted as follows - changes as detailed in the website indicated hereunder <a href="https://www.gov.za/Coronavirus">https://www.gov.za/Coronavirus</a>			
	Surgical Mask - Patient			
	Mask, face, aseptic: Fluid Resistant, Moulded, Blue (3 PLY), good breathability, internal and external faces should be clearly identified Type I, with ear loops or tie on			
	WHO standards / description			
126	<ul> <li>EN 14683 any type including Type I</li> <li>ASTM F2100 minimum level 1 or equivalent</li> <li>= (Box of 50 pieces) price per mask</li> </ul> No	50		
	Surgical Mask - Health Care Worker			
	Mask, face, aseptic: Fluid Resistant, Molded, Blue (3 PLY), good breathability, internal and external faces should be clearly identified Type II or higher, with ear loops or tie on			
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	WHO standards / description			
127	EU MDD Directive 93/42/EEC Category III or equivalent • EN 14683 Type II, IR, IIIR     ASTM F2100 minimum level 1 or equivalent (Only Health departments may procure this item)     = (Box of 50 pieces) price per mask  No	50		
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	Mask Respirator			
	N95 or FFP2 - Mask Respirator / Dust Mask, or higher. Good breathability with design that does not collapse against the mouth (e.g. duckbill, cupshaped)			
	WHO standards / description			
128	<ul> <li>Minimum "N95" respirator according to FDA Class II, under 21 CFR 878.4040, and CDC NIOSH, or</li> <li>Minimum "FFP2 according to EN 149, EU PPE</li> <li>Regulation 2016/425 Category III, or equivalent <ul> <li>(Box of 10 pieces) price per mask</li> </ul> </li> <li>No</li> </ul>	10		
	<u>Apron</u>			
	Straight apron with bib, Fabric: 100% polyester with PVC coating, or 100% PVC, or 100% rubber, or other fluid resistant coated material.			
	Waterproof, sewn strap for neck and back fastening.  Minimum basis weight: 300 g/m2,Covering size: 70 - 90 cm (width) x 120 - 150 cm (height). Reusable (provided appropriate arrangements for decontamination are in place)			
	WHO standards / description			
129	<ul> <li>EN ISO 13688</li> <li>EN 14126-B and partial protection (EN 13034 or EN 14605)</li> </ul>			
	• EN 343 for water and breathability or equivalent = (Box of 100 pieces) price per apron No	100		
	Carried to Collection		R	
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	Eye Protection			
	Goggles Good seal with the skin of the face, flexible PVC frame to easily fit with all face contours with even pressure, enclose eyes and the surrounding areas, accommodate wearers with prescription glasses, clear plastic lens with fog and scratch resistant treatments, adjustable band to secure firmly so as not to become loose during clinical activity, indirect venting to avoid fogging. May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable.			
	WHO standards / description			
130	<ul> <li>EU PPE Regulation 2016/425</li> <li>EN 166</li> <li>ANSI/ISEA Z87.1 or equivalent <ul> <li>Each</li> <li>No</li> </ul> </li> </ul>	70		
	Visor / Face Shield			
	Made of clear plastic and providing good visibility to both the wearer and the patient. Adjustable band to attach firmly around the head and fit snugly against the forehead, fog resistant (preferable). Completely cover the sides and length of the face. May be reusable (made of robust material which can be cleaned and disinfected) or disposable.			
	WHO standards / description			
131	<ul> <li>EU PPE Regulation 2016/425</li> <li>EN 166</li> <li>ANSI/ISEA Z87.1 or equivalent <ul> <li>Each</li> </ul> </li> <li>No</li> </ul>	70		
	Gowns			
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	Isolation gown Protective 3- layers of spunbond meltblown spunbound fabric (Top layer of spunbound polypropylene, a middle layer of meltdown polypropylene and a bottom layer of meltdown polypropylene for light fluid contact and contact Isolation, elastic cuff, Tape-tab neck closure, Tie waist, Non Sterile Dimensions: Large Length: (from shoulder to hem) 116cm Sleeve length: (from shoulder to wrist) 56cm Belt length: 167cm; Belt Width: 5cm; Belt place: (neck to top of belt) 38cm			
	WHO standards / description			
132	EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC     FDA Class I or II medical device, or equivalent     EN 13795 any performance level, or     AAMI PB70 all levels acceptable, or equivalent     = Each     No	4		
	Gown, surgical, non-woven polypropylene body+- 54g/m sleeves +- 66g/m. Long sleeves with cuffs. Reinforced in chest and forearm areas. Resistant to liquid penetration. Lint free, non flammable, Bacteria barrier efficiency, to comply with SANS 53795, Compliance certificate to be submitted, Sterile, individual double peel packed			
	WHO standards / description			
133	<ul> <li>EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC</li> <li>FDA Class I or II medical device, or equivalent</li> <li>EN 13795 any performance level, or</li> <li>AAMI PB70 all levels acceptable, or equivalent (Only Health departments may procure this item) <ul> <li>Each</li> </ul> </li> <li>No</li> </ul>	4		
	Coveralls			
	Protective cover bodysuits, disposable MEDIUM, LARGE, X-LARGE, XX-LARGE, 3X LARGE			
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	WHO standards / description				
134	Tunic/tops, woven, scrubs, reusable or single use, short sleeved (tunic/tops), worn underneath the coveralls or gown. Trouser/pants, woven, scrubs, reusable or single use, worn underneath the coveralls or gown  = Each per coveralls	o 4			
135	<ul> <li>EU PPE Regulation 2016/425</li> <li>EN 166</li> <li>ANSI/ISEA Z87.1 or equivalent</li> <li>Each</li> </ul> N	o 140			
	Provision for Personal Protective Equipment & Protective Clothing:	5 140			
136	vii) Face Mask for COVID-19 (respiratory protection (as required) for approximately 70 people x 24 months	1 680			
137	viii) Surgical Gloves (for security and cleaning team) weekly for approximately 70 people x 24 months	p 70			
	Costs of medical certificate and Medical Surveillance				
	Examination Gloves, non-sterile				
	Gloves, examination, nitrile, powder-free, non- sterile, single-useGloves should have long cuffs, reaching well above the wrist, ideally to mid- forearm.Sizes: small, medium, large.				
	WHO standards / description				
138	<ul> <li>EU MDD Directive 93/42/EEC Category III</li> <li>EU PPE Regulation 2016/425 Category III</li> <li>EN 455</li> <li>EN 374</li> <li>ANSI/ISEA 105,</li> <li>ASTM D6319,or equivalent</li> </ul>				
	= Box of 100 pieces/ per single glove N	o 2			
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	Gloves, examination or surgical, sterile				
	Gloves - surgical or examination - nitrile, powder free, sterile, single-use. Gloves should have long cuffs, reaching well above the wrist, ideally to midforearm.Sizes: small, medium, large.				
	WHO standards / description				
139	<ul> <li>EU MDD Directive 93/42/EEC Category III,</li> <li>EU PPE Regulation 2016/425 Category III,</li> <li>EN 455,</li> <li>ANSI/ISEA 105,</li> <li>ASTM D6319or equivalent</li> <li>(Only Health departments may procure this item)</li> <li>= Box of 100 pieces/ per single glove</li> </ul>	No	2		
140	ii) Exit examinations	No	2		
141	Re- Induction Training for COVID-19		Item		
	<u>Digital Thermometer</u>				
142	Digital Body Thermometer INFRARED NON CONTACT	No	4		
	Sanitisers and Disinfectants				
143	Sanitizer, with not less than 70% alcohol must comply to WHO-recommended handrub formulations	I	100		
	Operate data Operation				
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	Bio-Hazard bags				
	Bright red colour PP bags are easy to open and are used to dispose used Micro tips, Tubes and other plastic products.				
144	Disposal bag for bio-hazardous waste, 30 x 50cm, with "Bio Hazard" print, autoclavable polypropylene. 50 or 70 micron thickness	No	2		
	Fixed-Charge items				
145	Contractual requirements		Item		
146	Other fixed-charge obligations for COVID-19 Hand Sanitiser - 500ml	No	50		
147	Cleaning and detergents for cleaning everyday	No	390		
148	Daily Logbook for above	No	5		
149	Waste management for COVID-19 Waste Bins		Item		
150	Transport to Construction Site		Item		
	Safety for COVID-19				
	Maintenance of a register for workers contacts				
151	Removal of Site establishment on completion		Item		
152	Contractual requirements		Item		
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em lo			Quantity	Rate	Amount
	SECTION No. 2BILL No. 1				
	EARTHWORKS (PROVISIONAL)				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	EXCAVATION, FILLING, ETC OTHER THAN BULK				
	Excavation in earth not exceeding 2m deep				
1	Trenches	m3	232		
2	Holes	m3	2		
	Extra over bulk excavation in earth for excavation in				
3	Soft rock	m3	23		
4	Hard rock	m3	23		
	Extra over all excavations for carting away				
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	109		
	Risk of collapse of excavations				
6	Sides of excavations not exceeding 1,5m deep	m2	712		
	Keeping excavations free of water				
7	Keeping excavations free of water		Item		
	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density				
8	As backfilling to foundations	m3	123		
9	Under floors, steps, pavings, etc	m3	109		
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	Earth filling supplied by the contractor compacted to 93% Mod AASHTO density				
10	Under floors, steps, pavings, etc	m3	159		
	Compaction of surfaces				
11	Compaction of ground surface under floors etc including scarifying for a depth of 100mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	623		
	Prescribed density tests on filling				
12	"Modified AASHTO Density" test	No	10		
	PROTECTION AGAINST TERMITES				
	Soil insecticide				
13	Poisoning surface of ground in bottoms of trenches, bases, etc	m2	943		
14	Poisoning surface of ground or filling under floors, steps, etc. including raking out 75mm deep V-shaped channels against the walls, etc., treated with poison solution, backfilling and ramming	m2	623		
	Carried to Collection			R	<u> </u>
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	SECTION No. 2BILL No. 2				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	15Mpa/19mm Concrete				
1	Surface blinding under footings and bases	n3	12		
2	Apron r	n3	16		
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	30 MPa/19mm Concrete				
3	Strip footings	n3	53		
4	Base	n3	1		
	REINFORCED CONCRETE				
	30 MPa/19mm Concrete				
5	Slab	n3	1		
6	Surface beds	n3	56		
	25 MPa/19mm Concrete				
7	Ring beam r	n3	8		
	TEST BLOCKS				
8	Making and testing a set of three 150 x 150 x 150mm concrete strength test cube (Provisional)	No	18		
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	Finishing top surfaces of concrete smooth with a wood float				
9	Surface beds, slabs, etc	m2	795		
	SMOOTH FORMWORK (DEGREE OF ACCURACY II)				
	Smooth formwork to sides				
10	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	319		
11	Edges, risers, ends and reveals, exceeding 300mm high or wide	m	14		
	Smooth formwork to soffits				
12	Slabs propped up exceeding 1,50m and not exceeding 3,50m high	m2	11		
	REINFORCEMENT				
	Mild steel reinforcement to structural concrete work				
13	Steel bar reinforcement of various diameters (100kg/m3)	t	6.24		
	Fabric reinforcement				
14	Ref 193 mesh steel reinforcement in concrete walls, etc	m2	623		
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	Section No. 2				
	Bill No. 2 Concrete, Formwork & Reinforcement				
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Item No			Quantity	Rate	Amount	
	SECTION No. 2BILL No. 3					
	MASONRY					
	PREAMBLES					
	For Preambles see "Model Preambles For Trades"					
	SUPPLEMENTARY PREAMBLES					
	BRICKWORK					
	Sizes in descriptions					
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick					
	Face bricks					
	Bricks shall be ordered timeously to obtain uniformity in size and colour					
	Pointing					
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc					
	<u>FOUNDATIONS</u>					
	Brickwork of NFXE bricks (14 MPa nominal compressive strength) in class I mortar in loadbearing walls etc					
1	Brick piers	m3	1			
2			105			
		m2	322			
3	One brick walls	m2	322			
	Carried to Collection			I	٦	
	Section No. 2 Bill No. 3					
	Masonry CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HUM			ENTS &		

]	Brickwork reinforcement				
4			615		
4	75mm Wide reinforcement built in horizontally	m	615		
5	150mm Wide reinforcement built in horizontally	m	1 876		
	SUPERSTRUCTURE				
	Brickwork of NFXE bricks (14 MPa nominal compressive strength) in class I mortar in loadbearing walls etc				
6	Brick piers	m3	0.3		
7	Half brick walls	m2	195		
8	Half brick wall in beamfilling	m2	41		
9	One brick walls	m2	648		
	BRICKWORK SUNDRIES				
	Galvanised hoop iron cramps, ties, etc				
10	30 x 1,6mm Roof tie 1,5m long with one end fixed to timber and other end built into brickwork	No	160		
	Brickwork reinforcement				
11	75mm Wide reinforcement	m	893		
12	150mm Wide reinforcement	m	1 915		
	Prestressed precast concrete fabricated lintels				
13	110 x 75mm Lintels in lengths exceeding 3m	m	87		
	Turning pieces to lintels etc				
14	110mm Wide turning pieces		120		
		m	139		
	FIBRE-CEMENT WINDOW SILLS				
	Carried to Collectio	n		R	
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	Masonry				
	CONSTRUCTION OF NEW MAJEJE TRADITIONAL COFOR DEPARTMENT OF COOPERATIVE GOVERNANCE			гs &	

	Natural grey sills in single lengths bedded in class II mortar including metal fixing lugs etc				
15	15 x 150mm Wide sills set flat and slightly projecting	m	62		
	Joint forming material in movement joints				
16	12mm Fibre board built in vertically between concrete surface and brick skins	m2	4		
	FACE BRICKWORK				
	External facings in approved face bricks (FBS) with a PC Amount of R 5 500.00 per thousand bricks delivered to site (excluding VAT) pointed with square recessed horizontal and vertical joints				
17	Extra over brickwork for face brickwork in foundation	m2	96		
18	Extra over brickwork for external face brickwork	m2	354		
19	Extra over brickwork for brick-on-edge header course lintels one course high, pointed on face and 110mm soffit	m	67		
	Brick-on-edge header course copings, sills, etc of Approved face bricks (FBS) with a PC Amount of R 3 500.00 per thousand bricks delivered to site (excluding VAT) pointed with polished recessed joints on all exposed faces				
20	180mm Wide sill sloping and slightly projecting	m	62		
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	SECTION 2			
	BILL NO. 4			
	WATERPROOFING			
	PREAMBLES			
	For Preambles see "Model Preambles For Trades"			
	SUPPLEMENTARY PREAMBLES			
	Waterproofing			
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs			
	Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys.  Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn - ups and turn - downs			
	DAMP-PROOFING OF WALLS AND FLOORS			
	One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course			
1	In walls m2	72		
2	In walls under cills m2	25		
	One layer of 250 micron "Consol plastics Gunplas black" waterproof sheeting sealed at laps " Gunplas pressure sensitive tape"			
3	Under surface beds m2	623		
	WATERPROOFING TO ROOFS, BASEMENTS, ETC			
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	4mm "Derbigum SP" waterproofing				
4	To upstands, etc	m2	11		
	JOINT SEALANTS ETC				
	Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc				
5	10 x 15mm In expansion joints in floors including raking out expansion joint filler as necessary as 5/30	m	16		
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	SECTION No. 2BILL No. 5	,			
	ROOF COVERING				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	PROFILED METAL SHEETING AND ACCESSORIES				
	0,6mm "Brownbuilt Kliplock" steel sheet in single lengths fixed to steel rails and 900mm centres embossed galvanised sheet steel accessories				
1	Roof covering with 25 degrees pitch	m2	776		
2	Ridge capping 550mm girth	m	69		
3	Valley cappings 550mm girth	m	18		
4	Hip capping 550mm girth	m	27		
	SHEET METAL FLASHINGS, LININGS, COPINGS, ETC				
	0,6mm Galvanised sheet iron				
5	Flashings	m2	1		
	ROOF AND WALL INSULATION				
6	"Sisalation 410" housing grade glass fibre reinforced aluminium foil bonded insulation  Insulation laid taut over purlins (at approximately 1,20mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m2	776		
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ltem No		Quantity	Rate	Amount	
	SECTION No. 2BILL No. 6				
	CARPENTRY AND JOINERY				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	ROOFS ETC				
	Plate nailed timber roof truss construction				
	The following is applicable in respect of roof trusses:				
	Trusses are at maximum 760mm centres Roof covering is Double Roman Concrete Tiles on 38 x 38mm battens on Ceilings are 4mm Fibre Cement board ceiling The references given in the descriptions are to the respective types of trusses detailed on the architect's drawings numbered annexed to these bills of quantities/accompanying these bills of quantities for tender purposes The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained from the architect and/or the site before design or fabrication commences				
	ROOFS, ETC				
	Engineering Design				
1	Allow for engineering design and certificate under the control of a registered structural Engineer in accordance with SABS 0160 AND 0163	Item			
	Sawn softwood				
2	38 x 114mm Wall plates m	159			
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3	Roof construction to double pitched roof with three hipped ends and one valley, 14.04 x 6.96m overall on plan x 1251mm high overall, including trusses, jack rafters, permanent bracing and 50 x 76mm purlins at 1000mm centres for roof covering (wall plates elsewhere)	Item		
4	Roof construction to double pitched roof one valley ends, 14.15 x 10.19m overall on plan x 1846mm high overall, including trusses, jack rafters, permanent bracing and 50 x 76mm purlins at 1000mm centres for roof covering (wall plates elsewhere)	ltem		
5	Roof construction to double pitched roof with one valley ends, 13.92 x 10.19m overall on plan x 1846mm high overall, including trusses, jack rafters, permanent bracing and 50 x 76mm purlins at 1000mm centres for roof covering (wall plates elsewhere)	ltem		
6	Roof construction to double pitched roof with gable ends, 9.97 x 6.96m overall on plan x 1251mm high overall, including trusses, jack rafters, permanent bracing and 50 x 76mm purlins at 1000mm centres for roof covering (wall plates elsewhere)	1		
	Wrought laminated Saligna			
7	50 x 150mm Bolted beams, pergola beams, etc m	4		
	FACIAS, BARGE BOARDS, ETC:			
8	12 x 225 mm Fibre cement barge board drilled and brass screwed and including steel jointing strips between lengths.	207		
	SKIRTINGSWrought Meranti			
9	19 x 76mm Skirting nailed to walls with heads of nails punched and filled including 19mm quadrant bead planted on at junction with floor	1		
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	DOORS				
	NOTE All framed and ledged batten doors and combination doors, where battens are utilised, shall only be of construction acceptable SABS, i.e. mortice and tenon where the tenon is exposed on the outside edges of styles and where the tenon is wedged to form a dovetailed shape				
	Semi-solid core door with 3mm thick tampered Hardboard sides and concealed hardware edges				
10	44 mm Door, size 813 x 2032 mm.	No	14		
	Solid core door with 3mm thick tampered Hardboard sides and concealed hardware edges				
11	44 mm Door, size 813 x 2032 mm.	No	6		
12	44 mm Door, size 900 x 2032 mm.	No	2		
13	44 mm Double door, size 1511 x 2032mm.	No	1		
	Wrought meranti doors hung to steel frames				
14	44mm Framed, ledged and braced batten door 813 x 2032mm high of 150mm wide top rail and stiles, 22 x 150mm middle ledge and braces and 22 x 220mm bottom ledge, filled in with 22mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to top rail and stiles and with inner edges of framing and abutting edges of boarding chamfered to				
	form V-joint	No	6		
	BUDGETARY ALLOWANCES				
15	Provide the sum of R 30 000-00 (Thirty thousand Rand) for the Sectional Overhead Sliding Double Garage Door installed complete.				
			Item		30 000.00
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Item No		Quantity	Rate	Amount	
	SECTION No. 2BILL No. 7				
	CEILINGS, PARTITIONS AND ACCESS FLOORING				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	SUPPLEMENTARY PREAMBLES				
	Descriptions:				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere				
	CEILINGS ETC				
	NAILED UP CEILINGS				
	12,5mm "Rhino" gypsum plasterboard with taped and skimmed joints finished with one coat rhinolite plaster				
1	Ceilings including 38 x 38mm sawn softwood brandering at 350mm centres m2	419			
2	Extra over ceiling for opening of 650 x 650mm trap door complete with trimmers, frame,etc	10			
	<u>Cornices</u>				
3	50 mm Fibre cement coved cornice planted on including mitres, etc.	430			
	SUSPENDED CEILINGS				
					_
	Carried to Collection  Section No. 2  Bill No. 7  Ceilings, partitions and Access Flooring  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF THE CONTRUCTION OF COOPERATIVE GOVERNANCE HUMAN		R ENTS &		=

	Pre-painted 600 x 1200 x 17mm "Armstrong Fine Fissured 95% RH" or equally approved acoustic panels on aluminium pre-painted exposed tee suspension system including main and cross tees, necessary hangers, grids, etc				
4	Ceilings suspended not exceeding 1m below steel trusses	m2	205		
	Cornices to suspended ceilings				
5	25 x 25mm Angle profile cornice	m	103		
	Aerolite insulation				
6	50mm Thick insulation laid on ceiling boards	m2	623		
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Section No. 2				
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Ceilings, partitions and Access Flooring				
COLLECTION				
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Section No. 2 Bill No. 7 Ceilings, partitions and Access Flooring CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HUMAN		ENTS &		

tem No		Quantity	Rate	Amount	
	SECTION No. 2				
	BILL No. 8				
	FLOOR COVERINGS, WALL LININGS, ETC.				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	All materials shall be in colours to be selected by the Representative/Agent and, where applicable, laid to approved patterns				
	FLOOR COVERINGS				
	500 x 500mm "Nexus Berber Point" or equally approved carpet tiles				
1	On floors m2	1			
	Carried Forward to Summary of Section No. 2		R		
	Section No. 2 Bill No. 8 Floor Coverings, Wall Linings, etc. CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF				
	FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HUMAN	SETTLEMI	ENTS &		

Item No			Quantity	Rate	Amount
	IRONMONGERY				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	SUPPLEMENTARY PREAMBLES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect				
	Finishes to ironmongery				
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following listBS Satin bronze lacqueredCH Chromium platedSC Satin chromium platedSE Silver enamelledGE Grey enamelledAS Anodised silverAB Anodised bronzeAG Anodised goldABL Anodised blackPB Polished brassPL Polished and lacqueredPT Epoxy coatedSD Sanded				
	<u>Fixing</u>				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete				
	References				
	References in brackets at the end of descriptions refer to the Architect's shedules				
	LOCKS				
	"Union"				
1	Three lever double cylinder lockset code 2222 or similar with Gower Handel code CZ682-05 SC complete with striking plate fixed to metal	No	35		
2	Four-lever lockset with striking plate fixed to metal	No	7		
	Comind to Collection			Б	
	Carried to Collection  Section No. 2  Bill No. 9  Ironmongery  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCES OF DEPARTMENT OF COOPERATIVE COVERNANCE AND ADDRESS OF THE CONTRACT AND ADDRESS OF THE C			R	
	FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HU	IVIAN	<b>JEIILEMI</b>	ENIS &	

3	DMWS-SS-008 or similar Bathroom /WC small case deadlock	No	7		
	LETTERS, NAMEPLATES, ETC				
4	DSS4 'Wheelchair' or similiar pictogram on 76mm diameter stainless steel plate	No	2		
5	DSS2 'Female' or similiar pictogram on 76mm diameter stainless steel plate	No	2		
6	DSS1 'Male' or similiar pictogram on 76mm diameter stainless steel plate	No	3		
	SUNDRIES				
	"Dorma " or similar approved				
7	AL87722AS Hat and coat hook with rubber tip	No	10		
8	Approved Aluminuim door stop with rubber insert	No	49		
9	Overhead surface mounted type door closer with aluminium casing	No	8		
	"Kimberley Clark" or similar approved				
10	Approved soap dispenser, top-up system with 800ml capacity fixed against wall in positions as shown on detail layouts and details, all as per manufactureres spec	No	7		
11	Approved toilet paper dispenser fixed against wall as per manufacturers specifications	No	7		
12	425792 'Kim dry' towel dispenser rail fixed against wall as per manufacturers spec	No	7		
	Carried to Collection			R	
	Section No. 2 Bill No. 9 Ironmongery CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNTY	NCIL OF	FICE		
	FOR DEPARTMENT OF COOPERATIVE GOVERNANCE I	HUMAN	SETTLEMI	ENTS &	

Section No. 2				
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em lo			Quantity	Rate	Amount
	BILL No. 10				
	STRUCTURAL STEELWORK				
	SUPPLEMENTARY PREAMBLES				
	<u>Descriptions</u>				
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Where anchor bolts are described as embedded in sides or soffits of concrete it shall be deemed to include holes through formwork.				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.				
	GLAVANISED STEEL COLUMNS AND BEAMS				
	Welded columns in single length, with flat section base, top, bearer and connection plates bolted to reinforced concrete at bottom and parallel flanged channel top				
1	100mm x 3mm x 4.53kg/m circular hollow section column	t	0.03		
2	150 x 150 x 10mm Base plates including 4 no . holes to suite m16 bolts. bolts included	No	2		
3	150 x 150 x 10mm Top connector plates including 2 no . holes to suite m16 bolts. botls included	No	2		
	Carried Forward to Summary of Section No. 2 Section No. 2			R	
	Bill No. 10 Structural Steel work CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUN FOR DEPARTMENT OF COOPERATIVE GOVERNANCE H			NTS &	

Item No		Quantity	Rate	Amount
	SECTION No. 2BILL No. 11			
	<u>METALWORK</u>			
	PREAMBLES			
	For Preambles see "Model Preambles For Trades"			
	SUPPLEMENTARY PREAMBLES			
	<u>Descriptions</u>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
	Metalwork described as "bolted" shall be deemed to exclude the bolts unless otherwise described			
	Hot-dipped double spelter galvanised mild steel grab rails formed of 32mm outside diameter x  1,6mm round section rails and 75mm diameter x  3mm flat section fixing flanges each three times holed and bolted to walls with M8 x 50mm expansion bolts			
1	32mm Grab rail 700mm long with two 80mm return ends bolted No	4		
	PRESSED STEEL GATES			
	The following in framed and welded mild steel security gates and fixing in position complete			
2	2100 x 900mm Steel gate comprising of 75 x 50 x 2mm square tubing outer frame and 20 x 20mm square tubing verticals at 120mm centres	5		
	Comic d to Collection			
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	CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HUMAN		ENTS &	

	PRESSED STEEL DOOR FRAMES				
	NOTE				
	The rates for door frames shall include for welding of all hinge pins at completion				
	1,2mm thick Double rebated mild steel door frames suitable for half brick walls. Frame complete with one pair standard butt hinges and factory applied primer				
3	Frame for door 813 x 2032mm high	No	6		
4	Frame for door 813 x 2032mm high and fixed fanlight 305mm high	No	10		
	1,2mm thick Double rebated mild steel door frames suitable for one brick walls. Frame complete with one pair standard butt hinges and factory applied primer				
5	Frame for door 813 x 2 032mm high	No	8		
6	Frame for door 813 x 2032mm high and fixed fanlight 305mm high				
		No	2		
7	Frame for door 914 x 2 032mm high	No	2		
8	Frame for door 1 511 x 2 032mm high	No	1		
	STEEL RECORDROOM AND STRONGROOM DOORS, VENTILATORS, ETC				
	"Mutual" strongroom doors etc suitable for 230mm walls fixed to brickwork or concrete				
9	"Mutual DS3 CAT2" strongroom door and frame 775 x 1875mm high overall with a mass of 380kg	No	2		
	STEEL WINDOWS, DOORS, ETC				
	Carried to Collection			R	
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	Standard residential windows with 10mm square burglar bars to fixed lights and opening sashes				
10	Window type NE1, 533 x 654mm high	No	8		
11	Window type NCT1S, 533 X 949mm high	No	3		
	Window type ND2, 1022 x 1245mm high	No	17		
12	Window type ND4, 1511 x 1245mm high	No	8		
13	Window type NE8, 1022 x 654mm high	No	6		
14	Window type NG2, 1022 x 359mm high	No	6		
	ALUMINIUM SLIDING DOORS				
	Natural anodised sliding doors as per "AAMSA specification" system, complete with subframes, ironmongery, glass, sealing, etc and fixing to brickwork or concrete				
15	Standard door type OXXO 147 (4221), 4100 x 2095mm high (W8)	No	1		
	ALUMINUIM SHOPFRONTS				
	Natural anodized shopfronts as per AAMSA spec complete with subframes, ironmongery, glass, sealing, etc and fixing to brickwork or concrete				
16	Purpose made shopfront, 6780 x 2510mm high with one double door 1800 x 2510mm high with two corner and side fixture of 2580 x 2510mm each (W7)	No	1		
	Carried to Collection	1		R	
	Section No. 2 Bill No. 11				
	Metalwork  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COL FOR DEPARTMENT OF COOPERATIVE GOVERNANCE			&	

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Item No			Quantity	Rate	Amount
	SECTION No. 2BILL No. 12				
	PLASTERING				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	<u>SCREEDS</u>				
	Screeds on concrete				
1	25mm Thick on floors	m2	623		
	INTERNAL PLASTER				
	Cement plaster on brickwork				
2	On vertical surfaces	m2	1 448		
3	On narrow widths	m2	20		
	EXTERNAL PLASTER				
	Cement plaster on brickwork				
4	On walls	m2	26		
5	On narrow width	m2	1		
	CORNER PROTECTORS, DIVIDING STRIPS, ETC				
6	30 X 3mm Flat section brass dividing strip between different floor finishes	m	7		
	Carried Forward to Summary of Section No. 2			R	
	Section No. 2 Bill No. 12				
	Plastering CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCI	LOF	FICE		
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Item No		Quantity	Rate	Amount
	SECTION No. 2BILL No. 13			
	<u>TILING</u>			
	PREAMBLES			
	For Preambles see "Model Preambles For Trades"			
	SUPPLEMENTARY PREAMBLES			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	WALL TILING			
	198 x 198 x 6mm White glazed ceramic wall tiles fixed with an approved tile adhesive to plaster (elsewhere measured) and jointed with waterproofing coloured jointing compound			
1	On vertical surfaces m2	137		
	FLOOR TILING			
	Approved 600 x 600mm bodied Porcelain floor tiles (PC Amount of R200-00 excluding VAT) fixed on 25mm screed (elsewhere measured) flush pointed with tinted waterproof jointing compound and approved adhesive			
2	On floors and landings m2	623		
3	Skirting 75mm high (of cut tiles) m	338		
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	Section No. 2 Bill No. 13 Tiling			
	CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF FOR DEPARTMENT OF COOPERATIVE GOVERNANCE HUMAN		ENTS &	

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	SECTION No. 2BILL No. 14			
	PLUMBING AND DRAINAGE (PROVISIONAL)			
	PREAMBLES			
	For Preambles see "Model Preambles For Trades"			
	RAINWATER DISPOSAL			
	0.6mm Galvanised sheet steel gutters and rainwater pipes with powder coated finish on outside.			
1	100 x 75mm Rainwater pipes	n 159		
2	Extra over gutter for stopped end N	0 2		
3	Extra over gutter for angle	0 2		
4	Extra over gutter for outlet for 75 x 75mm pipe N	o 13		
5	75 x 75mm diameter rainwater pipes fixed to columns, etc	n 36		
6	Extra over rainwater pipe for bend N	o 26		
7	Extra over rainwater pipe for eaves or plinth offset N	o 13		
8	Extra over rainwater pipes for shoe	o 13		
	STORMWATER CHANNEL			
	Rectangular cast in situ concrete surface water channels			
9	100mm Thick shallow equal 'V' shaped rectangular 20MPa concrete drainage channel 1m wide overall including all earthworks, formwork and ref 193 mesh reinforcement cast in panels not exceeding 3m long, backfilling etc and finishing tops and sides smooth with woodfloat	n 1		
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10	Extra over for angles, intersections, ends, dressing into sides of catchpits, etc	No	1		
	SANITARY FITTINGS				
	Approved Water Tanks, etc				
11	5000 litre Plastic Water tank for rain harvesting including installation	No	3		
	'Vaal' or equally approved				
12	635 x 485mm "Lotus" White vitreous china basin (code 7026) with three semi-punched tap holes and 301 slotted waste with plug and chain, with intergrated overflow mounted using universal half pedestal and hanger mechanism (code 715221)	No	11		
	'Vaal' or equally approved				
13	"Concorde" White vitreous china close coupled WC suite comprising 90 degrees outlet closed rim washdown pan (product code 7727700) and matching 9 litre top dual flush cistern (product code 7104DT) complete with lid, fitments and purpose made wooden seat (Code 852720)	No	5		
14	"Protea" Paraplegic white vitreous china floor mounted paraplegic WC pan (product code 750200) comprising 90 degrees outlet pan (product code 750200) and matching 9 litre cistern (product code 710631) including lid, fitment and purpose made chrome plated side flush lever				
		No	2		
	'Vaal' or equally approved				
15	Approved flat back wall mounted bowl urinla fixed with matching brackets, one C.P. flush valve complete with flush pipes as required and one approved C.P. plated bottle trap	No	2		
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Ì	'Franke' sink or equally approved				
16	Approved 535 x 455mm Type 304 Stainless steel drop sink with 100mm splash back, grid, etc on 25 x 25mm brackets all as supplied by manufacturers installed 500 mm F.F.L, one 20mm C.P hose bib cock 1000mm F.F.L, one 40mm diameter C.P outlet an one 40mm diameter C.P bottle trap	No	1		
17	Single bowl 900mm x 500mm Type 304 stainless steel inlay type fixed onto kitchen unit, one approved C.P mixer, one 40mm diameter C.P outlet and one one approved 40mm diameter C.P. bottle trap	No	1		
	WASTE UNIONS				
	Cobra Watertech				
18	40mm 316 CP sink waste union	No	2		
	TRAPS ETC				
	Traps, etc. including joints to steel pipes and/or fittings unless otherwise described				
19	40mm Deep seal "P" or "S" trap	No	14		
	Chromium plated				
20	Flexible connectors, etc.	No	24		
	TAPS, VALVES, ETC				
	Valves, etc. including joints to steel pipes and/or fittings unless otherwise described				
21	15mm Chromium plated full way ballcock shut-off control valve with screw type control	No	2		
22	15mm Brass stopcock	No	28		
	Cobra Watertech or equally approved				
23	15mm Chromium sink mixer (Code 266/04/10)	No	1		
24	Selene 953, pillartap	No	21		
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	WATER SUPPLIES				
	Class 1 copper pipes with capillary couplings				
25	15mm Pipe fixed in and including chase in walls	m	181		
26	22mm Pipe fixed in and including chase in walls	m	60		
	Extra over copper pipes for capillary fittings				
27	15mm Fittings	No	58		
28	22mm Fittings	No	20		
	SUBSOIL DRAINAGE				
	uPVC pipes				
29	50mm Pipes fixed to walls, etc.	m	48		
30	110mm Pipes fixed to walls, etc.	m	16		
31	110mm Pipes laid in and including trenches not exceeding 1m deep	m	180		
	Extra over uPVC pipes for fittings				
32	50mm Bend	No	20		
33	50mm Access bend	No	5		
34	110mm Bend	No	24		
35	110mm Too junction	No	10		
	110mm Tee junction	No	5		
36	110 x 50 mm Reducing junction  THE FOLLOWING IN SEPTIC TANK AND FRENCH DRAIN	NO	3		
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Earthworks for Septic tank and Conservative drain					
Excavation in earth excavation 2m and not exceeding 4m deep	m3	1			
Excavation in earth excavation n.e 2m	m3	1			
Earth filling of clean drain rock					
As backfilling for drain pipe	m3	1			
Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density					
As backfilling to drain pipe	m3	1			
Concrete, Formwork and Reinforcement for Septic tank					
20Mpa Reinforced Concrete in bottoms	m3	1			
25Mpa Reinforced Concrete in slab	m3	1			
Type 193 fabric reinforcement in concrete bottoms	m2	1			
Type 617 fabric reinforcement in concrete bottoms	m2	1			
Masonry for Septic tank					
Half Brick wall	m2	1			
One Brick wall	m2	1			
Plastering for Septic tank					
13mm thick Cement plaster on brick walls	m2	1			
610 x 610 x 97kg Type 2B Mild steel Manhole cover and frame	No	1			
<u>Sundries</u>					
110 diameter drain	m	1			
Double layer of Geofabric	m2	1			
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	Excavation in earth excavation 2m and not exceeding 4m deep  Excavation in earth excavation n.e 2m  Earth filling of clean drain rock  As backfilling for drain pipe  Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density  As backfilling to drain pipe  Concrete, Formwork and Reinforcement for Septic tank  20Mpa Reinforced Concrete in bottoms  25Mpa Reinforced Concrete in slab  Type 193 fabric reinforcement in concrete bottoms  Type 617 fabric reinforcement in concrete bottoms  Masonry for Septic tank  Half Brick wall  One Brick wall  Plastering for Septic tank  13mm thick Cement plaster on brick walls  610 x 610 x 97kg Type 2B Mild steel Manhole cover and frame  Sundries  110 diameter drain  Double layer of Geofabric  Carried to Collection  Section No. 2  Bill No. 14  Plumbing and Drainage (Provisional)  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUl	Excavation in earth excavation 2m and not exceeding 4m deep m3  Excavation in earth excavation n.e 2m m3  Earth filling of clean drain rock  As backfilling for drain pipe m3  Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density  As backfilling to drain pipe m3  Concrete, Formwork and Reinforcement for Septic tank  20Mpa Reinforced Concrete in bottoms m3  25Mpa Reinforced Concrete in slab m3  Type 193 fabric reinforcement in concrete bottoms m2  Type 617 fabric reinforcement in concrete bottoms m2  Masonry for Septic tank  Half Brick wall m2  One Brick wall m2  Plastering for Septic tank  13mm thick Cement plaster on brick walls m2  610 x 610 x 97kg Type 2B Mild steel Manhole cover and frame No  Sundries  110 diameter drain m  Double layer of Geofabric m2  Carried to Collection  Section No. 2  Bill No. 14  Plumbing and Drainage (Provisional)  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OF	Excavation in earth excavation 2m and not exceeding 4m deep m3 1  Excavation in earth excavation n.e 2m m3 1  Earth filling of clean drain rock  As backfilling for drain pipe m3 1  Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density  As backfilling to drain pipe m3 1  Concrete, Formwork and Reinforcement for Septic tank  20Mpa Reinforced Concrete in bottoms m3 1  Z5Mpa Reinforced Concrete in slab m3 1  Type 193 fabric reinforcement in concrete bottoms m2 1  Type 617 fabric reinforcement in concrete bottoms m2 1  Masonry for Septic tank  Half Brick wall m2 1  One Brick wall m2 1  Plastering for Septic tank  13mm thick Cement plaster on brick walls m2 1  Sundries  10 diameter drain m 1  Double layer of Geofabric 1  Carried to Collection  Section No. 2  Bill No. 14  Plumbing and Drainage (Provisional)  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OFFICE	Excavation in earth excavation 2m and not exceeding 4m deep m3 1  Excavation in earth excavation n.e 2m m3 1  Earth filling of clean drain rock  As backfilling for drain pipe m3 1  Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density  As backfilling to drain pipe m3 1  Concrete, Formwork and Reinforcement for Septic tank  20Mpa Reinforced Concrete in bottoms m3 1  Type 193 fabric reinforcement in concrete bottoms m2 1  Type 617 fabric reinforcement in concrete bottoms m2 1  Masonry for Septic tank  Half Brick wall m2 1  One Brick wall m2 1  Seption for Septic tank  13mm thick Cement plaster on brick walls m2 1  610 x 610 x 97kg Type 2B Mild steel Manhole cover and frame No 1  Sundries  110 diameter drain m 1  Double layer of Geofabric R  Section No. 2  Bill No. 14  Plumbing and Drainage (Provisional)	Excavation in earth excavation 2m and not exceeding 4m deep m3 1  Excavation in earth excavation n.e. 2m m3 1  Excavation in earth excavation n.e. 2m m3 1  Earth filling of clean drain rock  As backfilling for drain pipe m3 1  Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density  As backfilling to drain pipe m3 1  Concrete, Formwork and Reinforcement for Septic tank  20Mpa Reinforced Concrete in bottoms m3 1  Type 193 fabric reinforcement in concrete bottoms m2 1  Type 617 fabric reinforcement in concrete bottoms m2 1  Masonry for Septic tank  Half Brick wall m2 1  One Brick wall m2 1  Plastering for Septic tank  13mm thick Cement plaster on brick walls m2 1  610 x 610 x 97kg Type 2B Mild steel Manhole cover and frame No 1  Sundries  110 diameter drain m 1  Double layer of Geofabric R  Section No. 2  Bill No. 14  Plumbing and Drainage (Provisional)  CONSTRUCTION OF NEW MAJEJE TRADITIONAL COUNCIL OFFICE

	FIRE SERVICES				
	Fire appliances including piping, etc				
51	4,5kg DCP dry powder portable fire extinguisher on and including wrought Meranti backboard size 520 x 100 x 22mm thick plugged and screwed to wall and finished with two coats of polyurethane varnish, including 120 x 20 x 2mm mild steel strip bent to form hook No	6			
52	Fire hose reel complete with 30m rubber hose, chromium plated stopcock, shut-off nozzle and wall bracket bolted to wall with and including expansion bolts  No	2			
	BUDGETARY ALLOWANCES				
53	Water to supply fire appliances	Item			
54	Provide the sum of R 16 500.00 (Fifteen Thousand Rand) for the construction of a 3 x Plinths for the Water Tanks (elsewhere measured)				
		Item		16 500.0	)0
55	Provide the sum of R 80 000.00 (Eighty Thousand Rand) for the construction of a Septic Tank and French Drain	ltem			
	ELECTRIC WATER HEATERS				
56	100 Litre horizontal wall mounted electric water heater No	1			
	TESTING				
57	Testing soil drainage system	Item			
58	Testing waste pipe system	Item			
59	Testing water pipe system	Item			
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	SECTION No. 2BILL No. 15	1		
	<u>GLAZING</u>			
	PREAMBLES			
	For Preambles see "Model Preambles For Trades"			
	GLAZING TO STEEL WITH PUTTY			
	4mm Clear float glass			
1	Panes exceeding 0,1m² and not exceeding 0,5m² m2	3		
2	Panes exceeding 0,5m² and not exceeding 2m² m2	37		
	4mm obscure glass			
3	Panes exceeding 0,1m² and not exceeding 0,5m² m2	5		
	MIRRORS, SHELVES, ETC			
	6 mm Silvered float glass copper backed mirrors			
4	600 x 450 x 6mm Thick SABS Approved mirror with building paper at back fixed against wall with four C.P. capped mirror screens in position as shown on detail layout	11		
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Item No		Quantity	Rate	Amount
	SECTION No. 2BILL No. 16			
	PAINTWORK			
	PREAMBLES			
	For Preambles see "Model Preambles For Trades"			
	ON FLOATED PLASTER			
	Prepare, stop and apply one coat alkali resistant primer, one coat universal undercoat and two full coats eggshell enamel paint			
1	On internal plastered walls m2	1 468		
2	On external plastered walls m2	27		
	ON PLASTER BOARD			
	One coat primer and two coats interior quality PVA emulsion paint			
3	On ceilings and cornices m2	623		
	ON FIBRE CEMENT			
	One coat primer and two coats exterior quality PVA emulsion paint			
	On fascias and barge boards m2	95		
	ON METAL			
	One primer, one undercoat and two coats alkyd enamel paint on steel			
4	On grille gates and screens (both sides measured on flat) m2	19		
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	One coat undercoat and two coats polyurethane enamel. Sandpaper lightly between coats. Colour to be determined on site				
5	On windows with burglar bars	m2	94		
6	On door frames	m2	35		
	ON WOOD				
	One coat wood primer, one undercoat and two coats alkyd enamel paint				
7	On doors	m2	79		
	Three coats polyurethane suede varnish				
8	On skirtings, rails, etc. not exceeding 300mm girth	m	1		
9	On doors	m2	20		
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	SECTION No. 4				
	BILL NO. 1				
	PROVISIONAL SUMS				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	ELECTRICAL WORKS				
1	Provide the sum of R 1,200,000.00 (One million two hundred thousand Rand) for the supply and installation of Electrical Works.		Item		1 200 000.00
2	Add for profit upon above, if required.		Item		
3	Add for attendance		Item		
	MECHANICAL WORKS				
4	Provide an amount of R400,000.00(Four hundred thousand Rand) for the installation of Mechanical Works including Fire detectors		Item		400 000.00
5	Add for profit upon above, if required		Item		
6	Add for attendance		Item		
	BORE HOLE				
7	Provide the sum of R 200 000.00 (Two Hundred Thousand rand) for the drilling of a Bore Hole including equipping, supply and installation of a 5000 litre "Jojo" or equally approved Tank and a 6m "Jojo" or equally approved Steel Stand including pipe connection to the building and a pressure pump secured in a suitable steel cage complete.				
			Item		200 000.00
8	Add for profit upon above, if required.		Item		
9	Add for attendance		Item		
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10	GEOHYDROLOGICAL SURVEY  Provide the sum of R50 000.00(Fifty Thousand rand) for Geohydrological survey and the production of borehole	lta	50,000,00
11	reports.  Add for profit upon above, if required	Item Item	50 000.00
12	Add for attendance	Item	
12		nom	
13	Provide the sum of R 150 000-00 (One Hundred and Fifty thousand Rand) for the supply, delivery and installation of Joinery Fittings including Granite tops (Kitchen Unit, Fixed Benches, etc) complete.	Item	150 000.00
14	Add for profit upon above, if required.	Item	
15	Add for attendance	Item	
	SIGNAGE		
16	Provide the sum of R 25 000-00 (Twenty Five thousand rand) for supply and installation signage complete	Item	25 000.00
17	Add for profit upon above, if required.	Item	
18	Add for attendance	Item	
	BUDGETARY ALLOWANCES		
19	Provide the sum of R 275 000.00 (Two hundred and Seventy Five thousand Rand) for the construction of a Guard House		
		Item	275 000.00
20	Provide the sum of R 250 000-00 (Two hundred and Fifty thousand Rand) for unforseen foundation conditions	Item	250 000.00
21	Provide the sum of R 220 000-00 (Two hundred and Twenty thousand Rand) for Stormwater Drainage	Item	220 000.00
	Carried to Collection Section No. 3 Bill No. 1 PROVISIONAL SUMS CONSTRUCTION OF NEW MAJEJE TRADITIONAL COL FOR DEPARTMENT OF COOPERATIVE GOVERNANCE	NCIL OFFICE	R

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	GENERAL SITEWORKS			
	SITE CLEARANCE			
	Site Clearance, etc			
1	Digging up and removing rubbish, debris and trees n.e 200mm girth, bush,etc m2	5 000		
2	Cutting down and removal of 500mm Diameter tree including uprooting and backfilling No	8		
	BUDGETARY ALLOWANCES			
3	Provide the sum of R 30 000.00 (Thirty Thousand Rand) for the construction of a Landscaping and Brick walls in front of Reception Area			
		Item		30 000.00
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em Io			Quantity	Rate	Amount
	SECTION No. 3BILL No. 2				
	ROADS AND PARKING				
	PREAMBLES				
	For Preambles see "Model Preambles For Trades"				
	EXCAVATION, FILLING, ETC OTHER THAN BULK				
	Excavation				
1	Open face excavation in earth to reduce levels	m3	602		
2	Extra over all excavations for carting away surplus material from excavations and/or from stockpiles on site to a dumping site to be located by the Contractor	m3	301		
3	Extra over open face excavations in earth for excavations in soft rock	m3	60		
4	Extra over open face excavations in earth for excavations in hard rock	m3	30		
5	Allow for keeping all excavations entirely free from water and mud		Item		
	Filling, etc.				
6	Earth filling from the excavations to make up levels around buildings compacted to 90% modified AASHTO density	m3	301		
7	Imported natural gravel material (minimum G5/6 material to TRH14) supplied by the Contractor and brought onto site from commercial sources in filling under paving, etc compacted in layers not exceeding 150mm thick to 90% modified AASHTO density	m3	622		
8	Base layer of imported natural gravel material (minimum G1 material to TRH14) supplied by the Contractor and brought onto site from commercial sources and compacted to 100% modified AASHTO density	m3	151		
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9	Compaction of ground surface under pavings, etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compact to 93% modified AASHTO density	m2	1 004		
10	50mm Thick clean, dry, riversand layer treated with an approved weed killer at the rate of 50 grams per square metre, spread and levelled to receive paving blocks (elsewhere)	m2	1 004		
	<u>Tests</u>				
11	Tests to determine the degree of compaction, etc. of ground or filling	No	20		
	PRECAST CONCRETE				
12	85mm Interlocking concrete paving blocks in accordance with SABS Specification 1058 and laid to falls on sand layer (elsewhere) with joints filled in with sand and vibrated, including all straight cutting	m2	1 004		
13	Mountable kerbing to SABS 927 Fig. 3 in 1m lengths with 10mm wide butt joints filled in with (1:3) cement/sand mortar and pointed with grooved half round joints and 10mm wide open butt joints at 3m centres including 15MPa/19mm mass concrete bedding size 30mm thick x 400mm wide and 20MPa/19mm mass concrete hunching size 112.5mm long x 112.5mm high x 85mm thick at joints and backfilling at back of				
	kerbs, topsoiled and levelled to adjacent surfaces	m	140		
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Item No		Quantity	Rate	Amount	
	SECTION No. 3BILL No. 3				
	FENCING AND GATES				
	SUPPLEMENTARY PREAMBLES				
	For Preambles see "Supplementary Model Preambles For Trades"				
	Reinforced Precast concrete palisade fence, finished smooth on exposed surfaces, including site clearance and preparation of ground.				
1	Palisade fence 3.0m high above ground level over flat terrain with 80mm tapering to 220mm x 3m long intermediate and end posts at centres cast into concrete bases, 145 x 80mm x 2m long top and bottom horizontal rails at intersections, including stopping off bolt holes with cement holes	300			
	<u>Gates</u>				
2	Galvanised mild steel sliding gate size 5,500mm wide x 3,000mm high overall comprising 2mm thick x 76mm wide x 50mm hollow section frame and running on 50 x 50 x 2mm thick angle section track embedded into and including 400mm wide x 600mm deep 25Mpa concrete ground beam and excavations for the same, filling, carting away of excess excavated material,etc  No	1			
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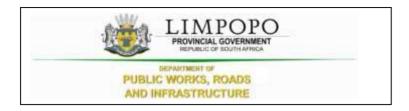
Item No		Quantity	Rate	Amount
	<u>Earthworks</u>			
	Open face excavation over sloping site			
1	Open face excavation to form platform under parking areas etc and depositing excavated material over site including haulage not exceeding 1km from perimeter of excavations	956		
	Extra over all excavations for carting away			
2	Surplus material from stock piles on site to a dumping site to be located by the contractor m3	717		
	Compaction of surfaces			
3	Compaction of ground surface areas etc. by wetting and compacting with vibratory roller	1 593		
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4	Keeping excavations free of water  Keeping excavations free of all				
	water other than subterranean water		Item		
5	Earth filling supplied by the contractor overplatform base etc				
	Over site of G6 material in accordance with SABS 1200 DM compacted to 95% Mod AASHTO density in 150mm layers	m3	956		
	Prescribed density tests on filling				
6	In-situ dry density (sand replacement) test in accordance with method A10 (a) of TMH 1	No	120		
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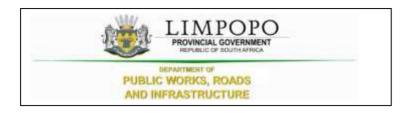
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	<u>Contingencies</u>			
	Allow an Amount of R 400 000.00 (Four Hundred Thousand) for contingencies to be used as directed by the Project Manager and to be deducted in full if not used.	Item		400 000.00
	Sub-total		R	
	<u>Value Added Tax</u> Allow for Value Added Tax (15%)		R	
	CARRIED TO FORM OF TENDER		R	
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**PART C5: SCOPE OF WORKS** 



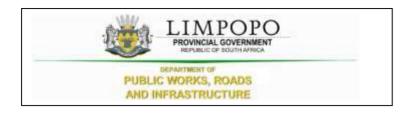
#### C5.1 SCOPE OF WORKS

#### Overview of the works

The project comprises the construction of the following:

- 1. Office Building
- 2. Guard House
- 3. Electrical Works
- 4. Mechanical Works (Air-conditioners & Fire Detection)
- 5. Borehole
- 6. Fencing
- 7. Open paved parking
- 8. In accordance with the drawings and specifications that will be provided to the contractor.

The Contractor shall provide sufficient qualified technical staff, field staff, and safety personnel to ensure the Works under this contract be satisfactorily carried out safely and meeting the performance targets and programs. The Contractor shall also provide competent attendant(s) to monitor any works in relation to the scope of works.



### **PART C6: EPWP INFRASTRUCTURE GUIDELINE 2015**

PART C6: EPWP INFRASTRUCTURE GUIDELINE 2015









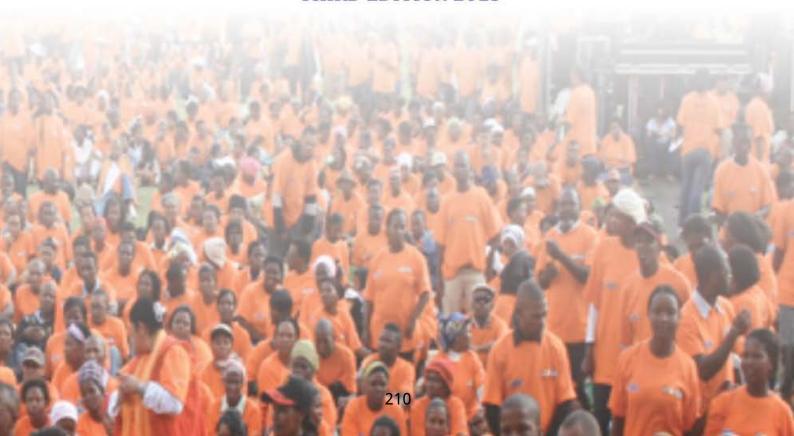






# GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

**THIRD EDITION 2015** 









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#### Acknowledgement

The Department of Public Works (DPW) would like to thank the construction industry and other stakeholders for their invaluable contributions during preparation of these Guidelines. These include the DPW/EPWP officials, ILO National and Limpopo Technical Assistance teams, Consulting Engineers South Africa (CESA), Engineering Council of South Africa (ECSA), the South African Institution of Civil Engineers (SAICE), the academia and individuals from both the public and private sectors.

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#### **FOREWORD**

The Expanded Public Works Programme (EPWP) is one of government's medium-to-long term programmes aimed at alleviating poverty and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with project based training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). The programme spans four Sectors comprising Infrastructure, Social, Non-State and Environment and Culture.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves the use of line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore, be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities. The National Department of Public Works (NDPW) has the mandate for overall coordination of the programme.

Opportunities for implementing the EPWP have been identified in the Infrastructure; Environment and Culture; Social and Non State Sectors. In the Infrastructure sector the emphasis is on optimising the creation of work opportunities through the use of labour-intensive construction and maintenance methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically feasible and economically viable, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to contribute to the programme. As part of this initiative, the national government has through the Division of Revenue Act (DORA) placed additional conditionalities on infrastructure grants. The grants call for increased focus in the cost efficient use of labour absorptive methodologies in the provision of infrastructure. These additional conditionalities require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" for identification, design, construction and maintenance of assets. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects such as those involving roads, sidewalks, stormwater drains, trenches, buildings, water and sanitation. On the basis of this experience, and in the context of high levels of unemployment, the national government has directed that these infrastructure projects must contribute to employment creation.

These guidelines aim to provide Government and its partners implementing Infrastructure Sector programmes/projects with the necessary tools to successfully implement these projects using Labour-Intensive Construction and Maintenance methods. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is partnering with public and private institutions to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

#### **PREFACE**

The guidelines contain sections which should be adapted into the relevant parts of the contract documentation for consulting engineers and contractors, based on the specific need. These sections introduce a requirement that certain construction and maintenance activities must be carried out by hand. Furthermore, client public bodies must ensure that both consultants and contractors comply with EPWP reporting frameworks. These requirements were formulated on the basis of a review of international and local experience of labour-intensive construction and maintenance, in order to identify the activities for which it is technically feasible and economically viable to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes should be followed when using guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for the Expanded Public Works Programme, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects.

In terms of the Code of Good Practice for the Expanded Public Works Programme, training is regarded as an important component of the EPWP. Each project should have a clear training programme for its workers to improve their work performance. Training will focus on needs and will be implemented based on a programme by programme basis.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that all key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction at all levels.

As an additional means of addressing the capacity in the labour-intensive construction sector, NDPW together with the CETA has established a labour-intensive contractor learnership programme called the Vuk'uphile Contractor Learnership Programme. The aim of this learnership programme is to develop emerging contractors to execute work in accordance with these guidelines. As part of this learnership programme, learner contractors need to execute projects to gain practical experience under the guidance of a mentor. Partnering provinces and municipalities should allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis in accordance with Treasury Learnerships waiver letter (obtainable from www.epwp.gov.za) from open competitive tendering of learnership projects.

Whereas during Phase 1 of the EPWP the main parameter for measuring the employment created was work opportunities, in Phase 2 another parameter, Full Time Equivalent (FTE) employment was added. FTE refers to employment that is equivalent to employing one person for one year of 230 effective working days. Employment targets were also set for government bodies based on allocated grants. Another feature that was introduced in Phase 2 of the EPWP is the Incentive Grant. This is intended to incentivise public bodies to perform beyond their EPWP targets. In EPWP Phase 3 the reporting on labour intensity (expenditure on wages expressed as a percentage of total expenditure) and quantity and impact of assets created has been introduced and is measured in accordance with the EPWP Monitoring and Evaluation (M & E) Framework.

The latest electronic version of these guidelines and electronic copies of the following documents can be downloaded from www.epwp.gov.za:

Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme.
Ministerial Determination for the Expanded Public Works Programmes issued by the Minister of Labour.
EPWP conditions as gazetted in the Division of Revenue Act (DORA).

# Amendments to the Second Edition incorporated in this Third Edition

Amendments to the text of the second edition have been made to:

- i. align the text to developments and changes to EPWP policy and institutional arrangements;
- ii. align the text with the requirements of the Construction Industry Development Regulations;
- iii. delete text that has now become redundant; and
- iv. update applicable labour conditions to EPWP workers as per the latest Ministerial Determination for EPWP.

#### **ABBREVIATIONS**

**CETA:** Construction Education and Training Authority

CIDB: Construction Industry Development Board

**DOL:** Department of Labour

**ECSA:** Engineering Council of South Africa

**EPWP:** Expanded Public Works Programme

**FIDIC:** French acronym for the International Federation of Consulting Engineers

FTE: Full Time Equivalent

**GCC:** General Conditions of Contract

**JBCC**: Joint Building Contracts Committee

LI: Labour Intensity

**M & E:** Monitoring and Evaluation

MIS: Management Information System

NDPW: National Department of Public Works

**NEC:** New Engineering Contract

**NQF:** National Qualifications Framework

**QCTO:** Quality Council for Trades and Occupations

**SANS:** South African National Standard

**WO:** Work Opportunities

#### **TERMINOLOGY**

**Actual Expenditure:** the expenditure on activities implemented labour-intensively on the project by the contractor added to the expenditure by the professional service provider appointed to design and supervise the project. The actual expenditure excludes expenditure on government management and administration.

**Actual Labour Intensity:** Actual labour intensity = actual expenditure on wages expressed as a percentage of the total actual expenditure on activities implemented labour-intensively

Actual Output: achieved physical quantities (e.g. km or road, pipeline) corresponding to the actual expenditure.

By hand: refers to the use of tools which are manually operated and powered.

**Convergence**: is the fostering of synergies within and amongst sectors and programmes of the Expanded Public Works Programme (EPWP) to ensure that resources are efficiently and effectively utilised to optimise benefits for sectors, programmes, and participants.

**Daywork:** is work done that is paid on a daily basis in situations where it is impossible to estimate the quantity of the required input in advance. It is usually applied in situations where the quantitative measurement or setting of task including pricing is not possible.

#### **Demographic Characteristics of Workers**

The number of workers that fall within the following categories must be recorded:

	Demographic	EPWP Target
	Youth (i.e. 16 – 35 years of age)	55%
	Women	55%
Ī	People with Disabilities	2%

**EPWP Integrated Grant:** refers to funds payable to public bodies through a conditional grant to incentivise employment creation under the EPWP.

**EPWP Project:** refers to a project that incorporates the following elements to the extent possible: employment creation, labour-intensive methods, local resource optimisation (only use equipment for activities that cannot be effectively done by the use of labour), quality is not compromised, skills development and transfer, community ownership, optimisation of quality cost and time, decent working conditions (fair wages, appropriate provision for safety and health and freedom of association) and lays the foundation for sustainability.

**EPWP Target:** refers to a target set by the National Department of Public Works specifying the number of work opportunities and FTEs that a public body should endeavour to create

**Expanded Public Works Programme (EPWP):** refers to a programme to provide public or community assets or services through labour-intensive approach(ies) initiated by government and funded from public resources.

**Form of contract:** refers to a document (conditions of contract) published by industry which establishes the rights, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

**Full Time Equivalent (FTE) Employment Created:** refers to one person-year of employment. One person year is equivalent to 230 person days of work. The 230 days are effective days of work after subtracting provision for non-productive days in a year (e.g. leave, holidays, etc.).

1 FTE = person days divided by 230.

**Gravel:** is defined (according to soil classification) as a mixture of stones (2-60mm), sand, and clay which is composed of unconsolidated rock fragments.

**Green Jobs:** are understood as "green" when they help reduce negative environmental impact, ultimately leading to environmentally, economically and socially sustainable enterprises and economies. Green jobs are also decent (ILO, 2015) jobs that provide adequate incomes, social protection and ensure the respect for the rights of workers. Green jobs can cover a variety of employment ranging from jobs that improve energy and raw materials efficiency, limit greenhouse gas emissions, minimize waste and pollution, protect and restore ecosystems, and support adaptation to the effects of climate change.

**Group task:** is a work method whereby tasks are organised on the basis of many people completing one task (to produce a defined output in a day).

**Identity Documents:** refers to South African identity registration document.

**Labour-Intensity:** refers to the expenditure on wages expressed as a percentage of the total expenditure on activities implemented labour-intensively.

**Labour-intensive:** refers to methods of construction and maintenance involving a mix of labour and machines without compromising on quality, where labour is the primary resource supported by plant and equipment for activities that cannot be feasibly done by labour only.

**Large Project:** is an infrastructure project with a value of more than R 30 million (including VAT) that involves the use of labour-intensive methods on a significant scope of the works to maximise the creation of work opportunities.

**Learnership:** is a structured learning programme which involves theory, practical and workplace learning and leads to a registered qualification on the National Qualifications Framework (NQF).

**Ministerial Determination:** refers to a determination issued by the Minister of Labour in terms of the Basic Conditions of Employment Act of 1997. It applies to Expanded Public Works Programmes. The Ministerial Determination must be read in conjunction with the Code of Good Practice for the Expanded Public Works Programme.

**Person-days of Employment Created:** refers to the number of people who worked on a project multiplied by the number of days each person worked.

**Planned Labour Intensity:** is the planned wages budget expressed as a percentage of the total planned budget for activities to be implemented labour-intensively.

Planned Output: refers to planned physical quantities (e.g. km or road, pipeline) corresponding to the planned budget.

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**Public body**: refers to a department, state owned entity, constitutional institution, municipality, public entity or municipal entity.

**Project Budget:** refers to the planned budget on activities to be implemented labour-intensively + the professional fees for the professional service provider appointed to design and supervise the project. The project budget excludes government management & administration costs.

**Project Wage Rate:** is the daily wage (whether task-rated or time-rated) per individual. This wage rate must be inserted in the Project tender document as per the EPWP Guidelines.

**Task:** refers to the amount of work to be performed to a defined quantity and quality.

**Task rate:** refers to the amount of work to be performed by a worker to a defined quantity and quality and be completed in a working day.

**Training Person-Days:** is the number of people who attended training x the number of days of training per person.

Training should be reported as follows;

- 1. Number of people trained
- 2. Number of people that received accredited training
- 3. Number of people that received non-accredited training
- 4. Profile of the participants (Women, Disabled, Youth)
- 5. Percentage of participants who worked on the project after receiving training.

**Scope of work:** refers to a specification and description of the services or construction/maintenance works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed.

**Semi-skilled work:** refers to work requiring a person to have some degree of training or familiarisation with the task to be performed before being able to operate at optimal efficiency.

**Sustainable Livelihoods:** a livelihood comprises the capabilities, assets (including both material and social resources) and activities required for a means of living. A livelihood is sustainable when it can cope with and recover from the stresses and shocks and maintain or enhance its capabilities and assets both now and in the future without undermining the natural resource base. It is not just about the means to survive, but the capability to thrive.

**Unskilled work:** refers to work that does not require a person to have received prior training related to the task to be performed and being able to operate to a satisfactory standard.

**Wage Rate:** refers to the set wage (whether task-rated or time-rated) to be paid to a worker who completes assigned work for the day.

**Work Opportunity:** refers to paid work created for an individual on an EPWP project for any period of time, within the employment conditions of the Code of Good Practice for the Expanded Public Works Programme. Learnerships will also constitute work opportunities. The same individual can be employed at different times on different projects (not concurrently) and each period of employment will be counted as a work opportunity.

#### 1 INTRODUCTION

Th	e objectives of implementing labour-intensive infrastructure projects under the EPWP include:								
	providing employment opportunities and distribution of income through injecting some project funds in the local economy in the form of wages to local poor and unemployed people;								
	providing training or skills development to locally employed workers;								
	building cost-effective and quality assets.								
	development of labour-intensive capacity in the construction industry.								
Ex imp mo by ad acc ne	is document is a guiding framework for the implementation of labour-intensive projects under the panded Public Works Programme. It provides the means by which labour-intensive works can be plemented under the most commonly encountered delivery model, namely design by employer (i.e. the odel in which the contractor undertakes construction and maintenance on the basis of full designs issued the employer.) It also assumes that the public body will appoint a consultant to design the works and to minister the contract. Local customisation of some elements of these guidelines will be necessary to commodate other delivery models. Where no consultants are appointed, the staff of the public body eds to perform the activities assigned to consultants in this document.  e document in addition provides guidance on the:								
	identification of suitable projects;								
	appropriate design for labour-intensive construction/maintenance;								
	specification of labour-intensive works; and								
	compilation of contract documentation for labour-intensive projects.								

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines must be applied to all projects that are implemented under the EPWP. Appendix A provides sources of additional information.

The employment of locally recruited temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the current Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme; issued in terms of the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) and promulgated in the Government Gazette. Extracts of this Code have been included in this Guidelines document. However, reference should be made to the full text of the latest versions of the Code of Good Practice and the related Ministerial Determination.

# 2 EPWP UNIVERSAL PRINCIPLES

Effective from 1 April 2014 the EPWP adopted four universal principles to guide the implementation of the programme. This is not an exhaustive list, but lays fundamental requirements that every EPWP project is expected to comply with. The M&E framework provides details on mechanisms to respond to non-compliance.

# 2.1 Workers Are Recruited Through a Fair and Transparent Process

The selection of each worker must be done based on a clear set of criteria and should follow a fair and transparent process to minimize patronage and abuse. The criteria for selection of participants in EPWP Phase 3 are that they:

- 1. Are willing and able to take up the offered work,
- 2. Can be categorised as poor,
- 3. Are unemployed or underemployed, and
- 4. Live close to the project area (i.e. local).

# 2.2 Adherence to the Minimum Wage

This principle calls for adherence to the EPWP Minimum wage and employment conditions under the EPWP Ministerial Determination. The EPWP Ministerial Determination, as revised from time to time, sets out a minimum wage and minimum conditions of employment for the EPWP and implementers must comply with its requirements. All EPWP Coordinating structures will collaborate with the DOL in monitoring compliance by implementers.

# 2.3 Work provides or enhances public goods or community services

The work output of each EPWP project should contribute to enhancing public goods or community services. A record of outputs forms part of reporting for all EPWP Phase 3 projects and programmes. All projects and programmes must measure and report the productivity and outputs of all work to achieve meaningful impact and ensure the state receives value for money. The M&E framework provides details of sector specific output indicators to be reported.

# 2.4 Compliance with minimum labour-intensity appropriate to Sector

A minimum labour-intensity benchmark appropriate to each sector has been set. Furthermore, programmes within each EPWP Sector have their own minimum labour intensity threshold. It cannot be over-emphasised that the minimum labour intensity is not the default target that should be achieved, but the lowest threshold, above which the target must be set. There is no maximum labour intensity defined as this will be dictated by the type and nature of the project. However, in any case labour intensity cannot exceed 100%.

Projects that do not comply with this standard will be supported to increase their labour intensity. However, if they still fail to achieve their minimum labour intensity they shall be excluded from the final report. Appendix D provides details of minimum labour intensity thresholds for each sector and their programmes.

# **EPWP CROSS CUTTING ISSUES**

# 3.1 Convergence

More emphasis will be placed on convergence between sectors in the implementation of EPWP Phase 3.

The ration	nale for Convergence is that;
☐ It	will build synergies within EPWP.
□ lt ·	will reduce duplication and overlap of programmes.
☐ Co	onvergence will reduce potential for duplicate reporting of the same work opportunities.
	laximum benefits will be achieved in the implementation of projects through alignment of sectors nd programmes within sectors.
Areas of (	Convergence in EPWP include the following;
□ Re	ecruitment and selection – in accordance with the standard EPWP recruitment procedures;
☐ Pa	ayment of stipends and wages - all sectors to pay at least the EPWP minimum wage;
☐ Co	onvergence between and amongst sectors – e.g. joint planning and pooling of resources;
	onvergence between and amongst programmes within the same sector e.g. uniform norms and tandards; and
☐ Bu	usiness process convergence – e.g. planning, financing, reporting, branding.
3.2 Su	ıstainable Livelihoods
	P, Sustainable Livelihoods are supported both during participation in the programme and post tion. EPWP participants receive income to sustain themselves and their dependants. Furthermore,

In st pa skills acquired from the programme can be used for future employability and/or entrepreneurship initiatives.

Infrastructure is one of the core elements of sustainable livelihoods, both during the construction and maintenance phases of the assets. It consists of changes to the physical environment that help people to meet their basic needs and to be more productive. EPWP promotion of the following components of infrastructure are essential for sustainable livelihoods:

Secure shelter and buildings;

Adequate water supply and sanitation;

Clean, affordable energy;

Access to information (communications); and

Affordable transport.

# 3.3 Green Jobs

Green Jobs can be created through a deliberate choice of materials, processes and work methods that rely mainly on renewable sources.

The following are examples of infrastructure related elements that can create Green Jobs.

Gr	een Buildings
	Retro fitting using Green materials
	Thermal Insulation to reduce energy demand
	Solar energy system
	Rain water harvesting and storage
	Water saving devices
Ro	ads Infrastructure (Construction & Maintenance)
	Drainage structures and protection works using natural and locally-based resources
	Appropriate choice of technology and construction materials
	Non-motorised transport infrastructure e.g. Sidewalks and cycle lanes
W	ater
	Stormwater management infrastructure
	Irrigation infrastructure
	Water harvesting infrastructure
En	ergy
	Renewable energy e.g. Solar, wind, wave, hydro
	Efficient lighting (new construction and retrofitting)
Erc	osion Protection
	Slope Protection e.g. Grassing
	Gulley Protection e.g. Use of local rock materials
	Construction of Gabions
Wa	aste Management
	Recycling Infrastructure

# 4 RESPONSIBILITIES OF THE PUBLIC BODY

# 4.1 Selection of projects

The public body must implement EPWP projects not limited to the following types of infrastructure labourintensively, in accordance with these guidelines (see Appendix B):

Ц	roads
	sidewalks and non-motorised transport infrastructure
	stormwater drainage;
	water and sanitation
	buildings
	landscaping; and
	electricity

Where such projects contain a significant amount of the construction/maintenance activities for which the use of labour is specified, the Generic Labour-Intensive Specification in section 5.5 should be applied, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is expected to send its relevant managers on the applicable skills programmes in labourintensive construction (See Appendix C).

# 4.2 Large Projects

A Large Project is an infrastructure project with a value of more than R 30 million (including VAT) that involves the use of labour-intensive methods on a significant scope of work to maximise the creation of work opportunities. Large projects can be singular or aggregation of smaller projects, culminating in a monetary value of at least R 30 million. For singular large projects, only the scope of works that can be implemented labour-intensively is reported under the EPWP. For aggregated large projects, the entire scope is considered to be amenable to use of labour-intensive methods. Large Projects should be designed and packaged to promote participation of small to medium term contractors.

# 4.3 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme, the public body must set a rate of pay (not less than the minimum EPWP rate as stipulated in the Ministerial Determination) for workers to be employed on EPWP projects.

The following principles should be considered when setting rates of pay for workers:

_	<b>_</b> .										_									
	sector,	, if n	ece	ssary.																
	The ra	te s	et si	hould take	e into a	ccount	wages	paid f	or coi	mpara	able i	unski	lled	work	in t	he	local	are	а ре	ər

☐ The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure the desired quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.

☐ Men, women, disabled persons and the aged must receive the same pay for work of equal value.

The minimum wage is reviewed annually effective 1<sup>st</sup> November of each year. The review is based on the inflation and the new wage rate is announced six weeks before it becomes effective.

As per the Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme, task rates are applicable with recommended rates as shown in Appendix G.

# 4.4 Appointment of consulting engineers/ project managers and contractors

The public body must ensure that:

- i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix C);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix C); and
- iii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix C).
- iv) consultants are expected to sign an undertaking confirming they have complied with EPWP requirements at design and implementation stages. A sample is provided in (Appendix E).

Ideally, everyone involved in the implementation of EPWP projects should be competent in labour-intensive methods of construction and/or maintenance as necessary.

# 4.5 Participants' Training

Public bodies should ensure that participants employed on their EPWP projects receive accredited training whenever possible. This may be done through submission of training applications to the relevant Regional Office of the Department of Higher Education and Training. Personnel from the National Department of Public Works or Provincial Coordinating Department EPWP units will assist the Public Body to prepare and submit the training applications to relevant Provincial office of the Department of Higher Education and Training or to any other funders like SETAs.

# 4.6 Monitoring and Reporting

Public bodies must ensure effective monitoring of the labour-intensive activities and reporting of EPWP projects on the EPWP reporting system. For effective project monitoring, the Compliance Checklist provided in Appendix F is recommended for use by Public Bodies.

# 5 CONTRACT DOCUMENTATION FOR CONSULTING ENGINEERS/ PROJECT MANAGERS AND CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION/MAINTENANCE PROJECTS

#### 5.1 General

All the standard forms of contract listed in the CIDB Standard for Uniformity in Construction Procurement may be used for labour-intensive projects. It is not necessary to create new forms of contract or to amend the approved forms of contract to implement labour based works.

Requirements for labour-intensive works need to be established in the scope of works, special conditions of contract and specifications associated with contract documentation.

The approved standard forms of contract for professional services use different terms to describe the parties to the contract. These guidelines use the terms employer and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction/maintenance contracts.

#### **5.2 Documentation for Professional Services Contracts**

The scope of work must establish the manner in which the consultant is to provide the Professional services associated with labour-intensive works.

All services relating to the implementation of the works which are to be provided in terms of these Guidelines are normal services in terms of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the various Built Environment Professions Acts. Any changes in the design of the works to incorporate labour-intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such publications.

The following must be included in the scope of works in the contract of employment with a Professional services Consultant:

#### Labour-intensive works

- The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications (See Appendix C).
- The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications (See Appendix C).
  - The Consultant must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of 1 and 2.
- 3. The Consultant must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (these Guidelines) published by the National Department of Public Works. The Consultant must sign the undertaking (Appendix E) confirming they have complied with EPWP requirements at design and implementation stages.

4.	The Consultant shall, for monitoring purposes, keep monthly records and transmit to the Client data on the following indicators with regard to the EPWP projects implemented:
	☐ Project budget and planned output according to EPWP requirements
	☐ Actual Project Expenditure and actual output according to EPWP requirements
	☐ Planned and achieved labour intensity
	☐ Number of work opportunities created
	☐ Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
	☐ Wage rate earned on project
	☐ Number of person-days of employment created
	☐ Copies of Identity documents of workers
	☐ Number of persons who have attended training including the nature and duration of training provided
	☐ Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
	□ Services provided or delivered in accordance with indicators in the EPWP M & E Framework
5.	The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za.
6.	The Consultant shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the employer. If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment of the relevant outputs.
7.	The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
	a) whenever a payment certificate is presented to the Employer for payment; and
	b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

#### 5.3 Contract Documentation for the Works

Applicable standard contract documents will apply incorporating specific EPWP/LIC conditions and specifications as outlined below.

EPWP documents and projects should be branded in accordance with the latest Corporate Identity Manual obtainable from www.epwp.gov.za

#### 5.3.1 Notice and Invitation to tender / Conditions of tender

Public bodies must only award contracts to contractors who have demonstrated that they will have in their employ (if awarded the contract) suitably qualified senior and middle supervisory staff to supervise the labour-intensive works during the validity of the contract. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has signed agreements with such staff during the tender evaluation process.

The following must be included in the notice and invitation to tender:

"Only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders".

# The following must be included in the tender data in accordance with the provisions of the CIDB Standard for Uniformity in Construction Procurement:

F.2.1	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.
F.2.18	The tenderer must submit to the Employer, names of all management and supervisory staff

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

#### 5.3.2 Contract Data

The following must be included in the contract data in the contract with the Employer:

#### Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

#### Linkage of payment for labour-intensive component of works to submission of project data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

#### Applicable labour laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

## 5.3.3 Scope of work

Applicable Standard specifications are to be utilised. It is necessary, however, to include certain requirements (special specifications) in the scope of works to implement labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor.

#### **DESCRIPTION OF THE WORKS**

1. Employer's objectives

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

2. Labour-intensive works

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

3. Labour-intensive competencies of supervisory and management staff

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

#### 5.4 Labour Issues

In the following sections are some of the considerations that are elaborated in the Code of Good Practice for Expanded Public Works Programme:

### 5.4.1 Requirements for the sourcing and engagement of labour

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation, in accordance with the Code of Good Practice for the Expanded Public Works Programme and the EPWP Standard Recruitment Directives.

# 5.4.2 Training of targeted labour

- 1. The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 2. Accredited training should ideally be provided before commencement or during implementation of a project.
- 3. The cost of accredited training of targeted labour will be funded through various funding sources such as National Skills Fund from the Department of Higher Education and Training, funds from the Implementing Public body, funding from SETAS etc. This training should take place as close to the project site as practically possible. The Public Body implementing the project must ensure that training applications for participants are made by its relevant project manager assisted by relevant training officials from the National Department of Public Works.
- 4. The Public Body must ensure that preference of the training of participants in technical skills over life skills is made. In addition, the Public Body is required to maximize opportunities for training of participants carried out before the implementation of projects.
- 5. The Public Body must ensure that workers who have received training will be placed on the project to work after receiving the training.
- 6. If a provisional sum for training is made in the contract the contractor shall pay an allowance equal to 100% of the daily wage rate to workers who attend accredited training.

# 5.5 Generic Labour-Intensive Specification

The Generic Labour-intensive specification below (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) covers activities which are to be performed by hand, and should be included in the scope of works without amendment or modification as set out below.

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

trenches having a depth of less than 1.5 metres
stormwater drainage
roads
sidewalks and non-motorised transport infrastructure
water and sanitation

#### **Precedence**

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

#### Hand excavateable material

Hand excavateable material is:

#### a) granular materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### **Note**

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

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

#### **Trench excavation**

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

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

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

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

#### **Excavation**

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

#### Clearing and grubbing

Grass and bushes shall be cleared by hand.

#### **Shaping**

All shaping shall be undertaken by hand.

#### Loading

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

#### Haul

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

#### Offloading

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

#### **Spreading**

All material shall be spread by hand.

#### Compaction

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

#### Grassing

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

#### Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

#### Manufactured Elements

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

#### 5.6 Bill of Quantities

Labour-intensive works must be highlighted in the bills of quantities for the payment items relating to labour-intensive works. The following wording, as appropriate, should be included in the pricing Instructions and in the bills of quantities in the pricing data:

- 1. Those parts of the works to be constructed using labour-intensive methods should be marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated (as illustrated in the table below). The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 2. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
- 3. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
00.07 =.	Removal of unsuitable material (including free-haul to 0.5km)	m <sup>3</sup>			

# 6 PLANNING AND IMPLEMENTATION CHECKLIST

# 6.1 Design of Labour Intensive Works

#### Cognisance of the following should be taken in the design of labour-intensive works:

- 1. Project identification Is the location of the project suitable for labour-intensive construction/maintenance methodology.
- Earthworks must be designed taking consideration of the labour-intensive construction/maintenance methodology.
- 3. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.
- During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
- 5. Drawings must be produced and presented in a clear easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible, appropriate drawings should be produced using a background of ortho photos to provide for easy identification of surrounding features.
- 6. Is there sufficient resources within close proximity of the project labour and material (within 150m to 5000m from project)?
- 7. Where the haul distance is greater than 150m, and less than 5000m the use of small volume local transport, should be considered.
- 8. Excavation in material which may constitute a safety hazard for workers should not be done using labour.
- 9. Is there any preliminary work required prior to labour-intensive construction/maintenance methods being implemented?
- 10. Is the design related and supportive of labour-intensive construction/maintenance methodology such as appropriate information to facilitate manual setting out of the works or setting out information not reliant on sophisticated survey equipment.
- 11. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg. Men should not lift individual loads exceeding 55kg and for women the limit is 35kg.
- 12. Are the materials required checked so that labour can easily work with them without unnecessary strain.
- 13. Stone masonry and grouted stone pitching should be included wherever suitable material is available and structurally suitable, to the exclusion of pre-cast or cast in situ concrete stormwater structures.
- 14. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
- 15. Consideration must be given to alternate design of gravity pipework to reduce depth of excavation.
- 16. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
- 17. There are appropriate designs for labour-intensive construction/maintenance of low-cost surfacing for roads. Refer to Appendix A for further details.

- 18. Are the items of work on projects checked for labour-intensive construction and maintenance suitability?
- 19. Are there any statutory obligations required such as Environment Management Plans (EMP)?
- 20. Are the site safety conditions not compromised by suggested labour-intensive construction and maintenance methods and are the safety statutory requirements adequate for the number of labour employed?
- 21. Has the Contractor timely provided the workers with sufficient and good quality handtools?
- 22. Have procedures been streamlined to ensure prompt payments to the contractor, and workers respectively?
- 23. Are the supervisory staff suitably qualified?
- 24. Green Jobs Principles of Green Jobs should be integrated in the design and implementation of various types of infrastructure. This includes materials and physical assets.
- 25. Is it possible to integrate elements of sustainable livelihoods.

#### 6.2 Task Work and Inclement Weather

If work is stopped due to inclement weather the following is recommended for the EPWP task rated workers;

- 1. If work is stopped and workers are released they shall be paid as if the day's task was completed.
- 2. If work is stopped temporarily and the site agent deems it possible to still complete the task on the same day the workers shall complete their task.
- 3. If the workers are informed not to come to work the following and/or subsequent days they shall not be paid for the days not worked.

# 7 REPORTING

All EPWP projects have to be registered and progress reports submitted according to agreed formats and timeframes. Appendix H provides forms that are recommended for use by public bodies, consultants and contractors implementing the EPWP.

# **8 APPENDIX A: SOURCES OF ADDITIONAL INFORMATION**

The following sources provide comprehensive information in respect of the following topics:

TOPIC	REFERENCE	OBTAINABLE FROM	
Alternative building technologies referred by Agrement SA	Agrement South Africa's Guideline 1, The Manufacture of BESA Blocks.	Agrement South Africa www.agrement@csir.co.za	
	Agrement Open Certificate OC-1/2003. Agrement Open Certificate OC-2/2003. CIDB. Best Practice Guidelines for Labour-based.  Methods and Technologies for Employment Intensive Construction Works.	Construction Industry Development Board www.cidb.org.za under the section "job creation"	
	Part 3: Section 2- The BESA Building System.		
Brick and block making	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive.	Construction Industry Development Board www.cidb.org.za under the section "job creation"	
	Construction Works. Part 3: Section 1- Precast Concrete Products, Brick and Block Making.		
Bituminous Surfacings	Methods and Procedures for Labour Enhanced Construction for Bituminous surfacings Manual 12, 2011. SABITA.	Southern African Bitumen and Tar Association.	
	Methods and Procedures Labour Enhanced Construction for Bituminous surfacings Manual 11`, March 1993.  SABITA.Construction of Low Volume Sealed Roads; Good Practice Guide to Labour Based Methods, ILO A. Asare et. al. 2013.	www.epwp.gov.za	
Conditions of Employment	Code of Code of Good Practice for Employment and Conditions of Work for EPWP.	EPWP Branch of the Department of Public Works	
	Ministerial Determination.	www.epwp.gov.za	
Concrete Block Paved Roads	Publications by Cement and Concrete Institute.  Development Bank of Southern A		
	Development .Series, Number 8. Development Bank of Southern. Africa. September, 1993.		
Concrete roads	Low-volume concrete roads by Bryan Perrie.	Cement and Concrete Institute	
		www.cnci.org.za	
Earthworks	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za).	Construction Industry Development Board www.cidb.org.za under the section "job creation"	
	Part 2: Labour-based construction methods for earth works.		
	Appendix 1: Quantitative Employment Data on Selected Construction Activities.		

TOPIC	REFERENCE	OBTAINABLE FROM
Labour-intensive projects and programmes	McCutcheon, RT (ed) (1993). Interim Guidelines for employment-intensive construction projects. Construction and Development Series Number 2.	Development Bank of Southern Africa
	Midrand: Development Bank of Southern Africa, February 1993.	
	McCutcheon, RT and Marshall J (1996). Labour-intensive Construction and Maintenance of Rural Roads: Guidelines for the Training of Road.	
	Builders, Construction and Development Series, Number 14 (Midrand: DBSA, November 1996).	
	McCutcheon, RT and Taylor Parkins, FLM (ed). Employment and high -standard infrastructure. Work Research Centre for Employment Creation in Construction (2003).	School of Civil Engineering, University of the Witwatersrand.
Labour	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.	Construction Industry Development Board (CIDB) website:
productivities	Appendix 1: Quantitative Employment Data on Selected Construction Activities.	www.cidb.org.za under the section "job creation"
	Technical Briefs on Task System, ILO.	www.epwp.gov.za
Minimum wages	<ul> <li>Wage determination for the Civil Engineering Sector.</li> <li>Ministerial Determination for EPWP.</li> </ul>	www.safcec.org.za under the section "human resources"
	Willisterial Determination for El Wi	EPWP Unit of the Department of Public Works
Monitoring the employment of workers / compliance with the	SANS 10396, Implementing Preferential Procurement Policies Using Targeted Procurement Procedures.	Standards South Africa (division of the South African Bureau of Standards)
provisions of SANS 1914-5	<ul> <li>Annex G: Implementing employment intensive infrastructure projects which target the increase of employment opportunities generated per unit of expenditure.</li> </ul>	
	Annex J: Third party management support.	
Pre-cast concrete works	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive.	Construction Industry Development Board www.cidb.org.za under the section "job creation"
	Construction Works.	
	Part 3: Section 1- Pre-cast Concrete Products, Brick and Block Making.	
Preparing procurement documents	CIDB Best Practice Guidelines for Procurement C1: Preparing Procurement Documents SANS 10403, Formatting and Compilation of Construction Procurement Documents.	Construction Industry Development Board www.cidb.org.za under the section "job creation" Standards South Africa (division of the South African Bureau of Standards)
Costing Labour Based Road Works	Guidelines for Costing Labour Based Road Works. ILO. A. O. Asare, 2015.	EPWP website: www.epwp.gov.za

TOPIC	REFERENCE	OBTAINABLE FROM
Roads	CIDB Best Practice Guidelines for Labour-based.	Construction Industry Development Board (CIDB) website:
	Methods and Technologies for Employment Intensive Construction Works.	www.cidb.org.za under the section "job creation"
	Part 2: Labour-based construction methods for earthworks.	
	Part 4: Section 4 - Foam bitumen gravel.	
	Part 4: Section 5 - Cast in-situ block pavements (hyson cells).	
	Part 4: Section 6 - Emulsion treated gravel.	
	Part 4: Section 7 - Waterbound macadam.	
	Part 4: Section 8 - Slurry bound and composite macadams	
	Part 4: Section 9 - Labour-based methods for unsealed roads.	
	Appendix 1: Quantitative Employment Data on Selected Construction Activities.	EPWP Website: www.epwp.gov.za
	Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013.	
Rubble concrete	CIDB Best Practice Guidelines for Labour-based.	Construction Industry Development Board www.cidb.org.za under the section "job
masonry	Methods and Technologies for Employment Intensive Construction Works.	creation"
	Part 4: Section 2 – Rubble masonry dam construction technology.	
	Part 4: Section 3 – Rubble masonry concrete arch bridge construction technology.	
Stormwater drainage	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.	Construction Industry Development Board www.cidb.org.za under the section "job creation"
	Part 4: Section 1 – Labour-based Open Channel Flow Technology.	
Technical Briefs	Principles for Project Cost Estimating, ILO.	www.epwp.gov.za
	EPWP Infrastructure Project Cycle Management, ILO.	
	Roles of Stakeholders During the Various Stages of the EPWP Project Cycle, ILO.	
	EPWP Site Recording for Labour Intensive Projects, ILO.	

REFERENCE	OBTAINABLE FROM
CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za)	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Part 2: Labour-based construction methods for earthworks.	
<ul> <li>Appendix 1: Quantitative Employment Data on Selected Construction Activities.</li> </ul>	
Labour-Intensive Construction Guidelines for Water Provision, Sanitation, Solid Waste, and Buildings. ILO. D. Tshabalala et al., 2012.	EPWP Website: www.epwp.gov.za
	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za)  • Part 2: Labour-based construction methods for earthworks.  • Appendix 1: Quantitative Employment Data on Selected Construction Activities.  Labour-Intensive Construction Guidelines for Water Provision, Sanitation, Solid Waste, and Buildings. ILO. D.

#### TYPES OF INFRASTRUCTURE WHICH CONSTRUCTION/MAINTENANCE LABOUR-INTENSIVE METHODS

#### **B.1** Roads

The following operations may be carried out using labour-intensive methods:

- 1. Site clearance.
- 2. Layer work construction/maintenance including loading, hauling and spreading material.

Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour-

	intensive methods.
3.	Labour-intensive methods may be used when carrying out the following operations:
	☐ Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel emulsion treated gravel; or slurry bound or composite macadams.
	☐ Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
	☐ Slurry treatments to existing or new road surfaces.
	☐ In situ concrete roads.
	☐ Segmented block paved roads.
	☐ Cast in-situ concrete pavements (including Ultra-Thin Reinforced Concrete)
	☐ Hyson-cells;
	☐ Road markings.
4.	Fencing.
5	Frection of road signs

- 4.
- 5. Erection of road signs.
- 6. Grass maintenance.
- 7. Road reserve maintenance.
- 8. Rubble masonry bridges, culverts and retaining walls.

#### **B.2 Stormwater**

The following operations may be constructed and maintained using labour-intensive construction/maintenance methods:

- 1. Gabions and Reno mattresses.
- 2. Small diameter pre-cast concrete elements (pipes and arches).
- 3. Grassed or lined water channels.

#### **B.3** Sewers

The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

- 1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
- 2. Sewer manhole covers and lids using specially designed pre-cast units.
- 3. Shallow maturation or facultative pond of a maximum depth of 2m.
- 4. Sewer pipe work, particularly small bore/ solids free sewers designed and specified to reduce trench depth.

#### B.4 Water

The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

- 1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
- Construction of Ferro-cement reservoirs.
- 3. Excavation for membrane lined and floating roof reservoirs.
- 4. Construction of small masonry reservoirs.
- 5. Spring and well protection measures.
- 6. Construction of valve and hydrant boxes.

#### B.5 Haul of Material

Where the haul of any material does not exceed 150m, consideration should be given to the use of local resources for transporting material. This includes the use of animal drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and offloading can be done by hand.

#### **B.6** Electricity

The following operations may be constructed using labour-intensive methods:

- 1. Excavation of trenches for reticulation of all voltages.
- 2. Excavation for and erection of poles for overhead lines.
- 3. Installation of all electricity cables (joints and terminations by qualified persons).

#### B.7 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

- 1. Manufacture of masonry elements on site.
- 2. Excavation of all foundation trenches by hand.
- 3. Manufacture of roof trusses on site.
- 4. Alternative building technologies referred by Agrément SA.

# B.8 Green Jobs

Principles of Green Jobs should be integrated in the design and implementation of various types of infrastructure mentioned in Sections B.1 to B.7. This includes materials and physical assets.

# 10 APPENDIX C: REQUIRED SKILLS PROGRAMMMES

# C.1 Client/ Employer

It is recommended that personnel within public bodies complete skills programmes for NQF registered unit standards or equivalent QCTO qualifications, as set out in Table C.1.

Table C.1: Skills programme for client / employer staff

Personnel	NQF	Unit Standard Title	Skills Programme Description	
Senior management and professionals	7	Develop and Promote Labour- Intensive Construction Strategies or equivalent QCTO qualification  Skills Programme against this single unit standard or qualification		
Middle (technical)	5	Manage Labour-Intensive Construction Projects or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification	

#### C.2 Consultants

The person responsible for the design and documentation of the labour-intensive works, must have completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualification. (See Table C.2).

The Employer's Representative must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualification. (See Table C.2).

Table C.2: Skills programme for consultants

Personnel	NQF	Unit standard Title	Skills Programme Description
Employer's Representative / Site Supervisor	5	Manage Labour-Intensive Construction Projects or equivalent QCTO qualification	Supervisor Skills Programme against this single unit standard or part qualification
Designer	7	Develop and Promote Labour- Intensive Construction Strategies or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification

# C.3 Contractors

The unit standards for contractors or equivalent QCTO qualification are outlined in Table C.3.

Personnel	NQF	Unit standard Titles	Skills Programme Description	
Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques or equivalent QCTO qualification	This unit standard or qualification must be completed, <b>and</b>	
	Use Labour-Intensive Construction Methods to Construct and Maintain R and Stormwater Drainage or equivale QCTO qualification		<b>1</b>	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or equivalent QCTO qualification	any one of the 3 unit standards or part qualifications must be completed	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures or equivalent QCTO qualification	J	
Site Agent / Manager	5	Manage Labour-Intensive Construction Processes or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification	

# 11 APPENDIX D: PROGRAMMES, INDICATORS AND MINIMUM LABOUR INTENSITY TARGETS

#### D.1: EPWP INFRASTRUCTURE PROGRAMMES AND SUB-PROGRAMMES FOR PHASE 3

	Programmes	Sub-programmes
1.	National Youth Service (NYS)	National Youth Service - National
		National Youth Service - Provincial
2.	Large Projects	Roads and storm water Construction
		Roads and storm water Maintenance
		Buildings Construction
		Buildings Maintenance
		Water reticulation construction
		Water reticulation maintenance
		Bulk water supply
		Sewer reticulation
		Electrification
		Sanitation
		Other ( Must be described)
3.	Municipal Infrastructure	Roads and storm water Construction
		Roads and storm water Maintenance
		Buildings Construction
		Buildings Maintenance
		Water reticulation construction
		Water reticulation maintenance
		Bulk water supply
		Sewer reticulation
		Electrification
		Sanitation
		Other ( Must be described)
4.	Vuk'uphile programme	Roads and storm water Construction
		Roads and storm water Maintenance
		Buildings Construction
		Buildings Maintenance
		Water reticulation construction
		Water reticulation maintenance
		Bulk water supply
		Sewer reticulation
		Electrification
		Sanitation
		Other ( Must be described)

	Programmes	Sub-programmes
5.	Provincial Roads	High volume roads construction
		High volume roads maintenance
		Low volume roads construction
		Low volume roads maintenance
		Zibambele road maintenance
		Iterele road maintenance
		Siyatentela road maintenance
		Household contractor road maintenance
6	Provincial Infrastructure –Non Roads	Building construction
		Building Maintenance
		Dam construction
7.	National / State Owned Enterprises	Building construction
		Building maintenance
		Dam construction
		Bulk water supply
		Sanitation
		Energy generation
		Energy transmission
		Other ( must be described)

# D.2: INDICATORS AND RECOMMENDED LABOUR INTENSITY FOR INFRASTRUCTURE PROJECTS

A minimum labour-intensity threshold appropriate to each sector has been set. Furthermore, programmes within each sector have their own minimum labour intensity thresholds according to categories and subcategories. It cannot be over-emphasised that the minimum labour intensity is not the default target that should be achieved, but the lowest threshold, above which the target must be set. There is no maximum labour intensity defined as this will be dictated by the type and nature of the project. However, in any case labour intensity cannot exceed 100%. Table D1 provides the minimum Labour intensity indicators for all Infrastructure Sector categories.

Table D1: Indicators and Recommended Labour Intensity for Infrastructure Projects

Category	Sub-Category	Indicators	Recommended Minimum Range of LI
Buildings	Construction	No., m <sup>2</sup>	10-30%
	Maintenance	No., m <sup>2</sup>	20-70%
	Landscaping	m <sup>2</sup>	40-70%
Roads and Stormwater	Construction/ Upgrading/ Rehabilitation	Km., lane-km	10-30%
– High Volume	Maintenance – Routine	Km., lane-km, m <sup>2</sup>	40-90%
	Maintenance – Periodic	Km., lane-km, m <sup>2</sup>	15-40%
	Fencing	Km., m	20-50%
Roads and Stormwater	Construction/ Upgrading/ Rehabilitation (Gravel/ Sealed)	Km., lane-km	15-35%
<ul><li>Low Volume</li></ul>	Maintenance – Routine	Km., lane-km, m <sup>2</sup>	70-90%
	Maintenance – Periodic	Km., lane-km, m <sup>2</sup>	20-50%
	Non-Motorized Transport/ Sidewalks (Exclusive of Rehabilitation of Structures)	Km., m <sup>2</sup>	15-40%

Stormwater	Construction	Km.	15-30%
	Maintenance	Km.	40-90%
Water Reticulation	Construction	Km.	10-35%
Bulk Water Supply	Construction	Km.	10-25%
Sewer Reticulation	Construction	Km.	10-35%
Sanitation	Construction	No.,	10-30%
Water and Sewer Reticulation Maintenance *	Maintenance	Km., No.	15-40%
Solid Waste Management	Land Fill Sites	m <sup>3</sup> , m <sup>2</sup> , No.	10-25%
Electricity	Reticulation	Km., No. of Households/ Units	20-40%
	Generation	**	**
Railway	Lines Refurbishment	Km.	10-30%

<sup>\*</sup> Minimum labour intensity for water and sewer reticulation Maintenance requiring heavy plant/equipment should be treated on a case by case basis.

<sup>\*\*</sup> For energy generation the indicators and minimum labour intensity will be determined on a case by case basis as there are many options for energy generation.

## D.3: OTHER INDICATORS FOR INFRASTRUCTURE SECTOR SERVICES AND ASSETS

#### **National Youth Service and Building Maintenance Programme**

SERVICE	INDICATORS
Employment	No. of Work opportunities
Class room Training	No. of certificates issued
Work placement	No. of youth placed
Exits	No. of workshops held, youths exit

## **Vuk'uphile Contractor Development Programme**

ASSET	INDICATORS
Employment	No. of Work opportunities
Learnership	No. of people trained
Work placement	No. of contractor entities developed
Exits	No. of learners exited

## **State Owned Enterprises**

ASSET	INDICATORS
Water pump stations	No. of pump stations
Dams	No. of dams
Power stations and substations	No. of Power stations/substations
Railway station maintenance	No. of stations

# 12 APPENDIX E: CONSULTANT'S COMPLIANCE DECLARATION

Public bodies shall use the form (E1) as a guideline for agreements with consultants responsible for designing; and (E2) for project managers supervising implementation of labour-intensive projects.

# **E.1: EPWP Project Design Compliance Declaration**

(to be inserted in Consultancy Agreement and filled-in by Consultant<sup>1</sup>)

Name of Implementi	ng Agency:		FY	,	
Project Name:			Project/Co ntract No.:		
Consulting Firm:			Project Manager:		
Stage/ Element/ Process	Procedure and/or Activity	Compliance requirement	Reference: EPWP Guidelines, DORA Frameworks & Business Process		Compliant? Yes/No
			EPWP Clause	Page	
Qualification and Experience of Service Providers	Consultant Qualified in terms of EPWP Guidelines	Relevant NQF Qualification and Experience for Designers and Supervisors of LI Projects	Appendix C. Table C.2		
Design	Design compliance to EPWP	Design amenable to use of Labour-Intensive Methods			
	Labour intensity (LI)	Minimum L.I. Set & included in Tender document	Appendix D Table D1		
	Optimization of employment Creation	<ul> <li>Use of materials with high LI</li> <li>Identification of L.I. work items in Bills of Quantities</li> <li>Labour-Intensive Work Methods</li> <li>Appropriate Tools and Equipment</li> <li>Applicable task rates based on site conditions</li> <li>Convergence with other Programmes and Sectors</li> <li>Green Jobs</li> <li>Sustainable Livelihoods</li> </ul>			
Standard EPWP- complaint Tender & Contract Document	Standard EPWP- Compliant Procurement Doc. adapted to specific project	Rate of pay set by Implementing Agency in Tender Document	2.2		
		Tender Eligibility	3.3.1		

Contract Data	3.3.2	
Scope of Works	3.3.3	
Demographic requirements		
Code of Good Practice for EPWP; Applicable labour laws, health & safety and environmental requirements	3.3.2	
Pricing Instructions on L.I.	3.3.4	
SANS 1914-5 Recruitment of Local Labour		
Generic L.I. Specification		

Declaration:	
I,	orting templates prepared in accordance of "EPWP Guidelines for Implementation
Signature:	Date:

# **E.2.: EPWP Project Supervision Compliance Declaration**

.....

(to be inserted in Consultancy Agreement and filled-in by Consultant/Project Manager)

# Name of Public Implementing Body:

Project Name:			Project/Co ntract No.:			
Consulting Firm:						
Stage/ Element/ Process	Procedure and/or Activity	Compliance requirement	Manager:  Reference: EPWP Guidelines, DORA Frameworks & Business Process		Compliant? Yes/No	
			EPWP Claus	se Page		
Project Management	Supervision, Monitoring &	Records per EPWP Reporting System	3.2			
	Evaluation	Registration of Project on Reporting System				
		Compliance on:				
		- Code of Good Practice for EPWP				
		- L.I items				
		- Quality standards achieved				
		- Convergence with other programmes and sectors incorporated				
		- Green Jobs Principles incorporated				
		- Sustainable Livelihood Principles incorporated				
		Certification of Works: Payment Certificates include EPWP Report	6 – Consulta Scope of wo			
Declaration:		•	•	<b>,</b>	•	
project has be Good Practic	been supervised be for EPWP" and ave optimised er	(Name of Supervising Consultant in compliance with all EPWP requirer d the latest edition of "EPWP Guidelin mployment creation and achieved th	ments in ac nes for Imp	ccordance lementation	with the "Code of on of Infrastructure	
Signature:		Date				

FY.....

# 13 APPENDIX F.1: IMPLEMENTING PUBLIC BODY MONITORING COMPLIANCE TEMPLATE

EPWP Compliance Checklist to be filled in by Public Implementing Body (I.B.)

Name of Public Implementing Body: .....

FY:....

\*EPWP Guidelines

Institutional /Business Process	Procedure and/or Activity	Compliance requirement	Reference: EPWP Guidelines, DORA Frameworks & Busin Process	Compliant? Yes/No	
			EPWP Clause	Page	
IDP/ Strategic Planning	Project Selection/ Prioritization	Policy Statement on Construction Method for applicable IDP Projects	2.1		
Institutional Capacity	Institutional Structure	Political & Administrative Structure in Place	EPWP Policy Guideline		
		EPWP Champion Appointed			
		EPWP made part of Key Performance Areas(KPAs) of Senior Management			
	Qualification of Staff	I.A. Staff meet qualification requirements	Annex C. Table C.1		
Supply Chain	Qualification of Service	Service Providers database : Qualification Requirements for Consultants	Annex C. Table C.2		
Management & Business	Providers	EPWP-Compliant Standard documents for Appointment of Consultants	3.2; Annex C, Table C.2		
Process/ Procedures		EPWP Reporting requirements for Consultants & Contractors	3.2		
		Service Providers database : Qualification Requirements for Contractors	Annex C, Table C.3		
		Streamlined Payment Procedures			
	Standard Procurement Documents	EPWP-Compliant Standard Procurement Documents used incorporating Universal Principles, Convergence, Sustainable Livelihoods and Green Jobs.	3.3		
		EPWP Project Document- Branding	EPWP Corporate Identity Manual		
	Prioritization of EPWP Projects	Project Budget from Conditional Grants sufficient to meet EPWP Projects	DORA Conditional Grant Frameworks		
	Project List/Annual Business Plan	Employment targets estimated per project	Business Plan Annex 1.		
	Annual Procurement Plan	Aligned to EPWP Conditional Grant Framework Timelines	DORA Conditional Grant Frameworks		
Project	Business Plan	Monitoring Plan/Templates in place	Business Plan		
management		Procedure for Registration of Projects on IRS	IRS Procedure		
		Project Bill Boards have EPWP Branding			
	Payments	Timely payments for work done			
		Payment Certificates include EPWP Report	Project Compliance Checklist		

Name	.Title	.Signature	.Date

Appendix F.2: EPWP Business Plan Template

PROJEC	T LIST FOR:									
Sector	Focus Area	Project Name	Project Number	Date of approval of project	Project Budget in 201/1	Funding from EPWP Grant	Number of WOs	Number of FTEs	Start date	End date
Officia	l's Name:		Designa	ation:		Signature: Date:		Date:		

# Appendix F.3: EPWP Business Process Monitoring Template

Implementing Agency:	FY	Quarter	Month	Date
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S/N			Budget Break of Funding		Budget Breakdown by Source of Funding (Rand) x 1000		Est. Employment Target		D.	rainat Status	(Tiek)			Requirements Met? (Y/N)		Plan of Action		
	Project name	(Rand)		Integrated		Estin	nated		al to- ite	Pī	oject Status	(TICK)		00104		EPWP		
		X 1000	MIG	Grant	Other	wo	FTE	wo	FTE	Plan ning	Procure ment	Impleme ntation	UIF	COIDA	OHS	Min. Wage	Challenges	Mitigation

# 14 APPENDIX G: TASK RATES

Appendix G 1 shows typical and indicative task rates ranges for various types of infrastructure activities. Appendix G 2 shows references to detailed information on task rates.

#### **G.1.: TYPICAL AND INDICATIVE TASK RATES**

	ACTIVITY	UNIT	TASK RATE RANGE	REMARKS
	Bush clearing	m <sup>2</sup>	200 - 350	
	Clearing & Grubbing	m²	100 - 150	
	Stump removal	No.	Day work	Depends on size
	Boulder removal	No.	Day work	Depends on size
	Excavation			
	Soft/loose soil	m <sup>3</sup>	2.0 - 4.0	
	Medium	m <sup>3</sup>	2.0 - 3.0	
	Stiff/Hard	m <sup>3</sup>	1.0 - 2.0	
	Very hard	m <sup>3</sup>	0.8 - 1.0	
Road/Building/water and Sanitation works	Gravel excavation	m <sup>3</sup>	1.0 - 3.0	
/Buii	Compaction (pedestrian-ride on roller)	m²	700 - 1000	
ding	Camber Formation	m <sup>2</sup>	60 - 80	
)/wat	Loading	m <sup>3</sup>	5 – 8	
er a	Unloading	m <sup>3</sup>	8 - 10	
nd S	Spreading /soil	m <sup>3</sup>	12 – 15	
anita	Spreading/Gravel	m <sup>3</sup>	8 – 12	
ltion	Wet stone masonry	m <sup>3</sup>	0.5 - 1.0	
Wor	Stone pitching	m²	6 - 10	
िं	Dry stone masonry	m <sup>3</sup>	1.0 - 2.0	
	Gabion (including assembling & placing rocks)	m <sup>3</sup>	1.8 - 2.0	
	Concrete/mix & place	m <sup>3</sup>	0.5 - 1.0	
	Wheelbarrow haulage (haul distance)			
	0 - 20m	m <sup>3</sup>	7.0 - 8.5	
	20 – 40m	и	6.5 - 7.5	
	40 – 60m	и	5.5 - 6.5	
	60 – 80m	ű	5.0 - 5.5	
	80 – 100m	и	4.0 - 5.0	

			1	
	Install precast concrete culverts (excavation of trench and backfilling)			
	Ø450 mm	m	1.0 - 1.5	
	Ø 600 mm	m	0.9 - 1.2	
	Ø 900 mm	m	0.5 - 0.8	
	Paving: Concrete block placing	m <sup>2</sup>	150 - 200	Team task (10 workers)
Road works	Compaction/block paving units/filling joints	m <sup>2</sup>	15 - 25	roam tack (10 workers)
ow p	Lay precast kerb units/concrete beam	m	8 - 12	
rks	Sealing work		<u> </u>	
	Cold mix asphalt	m <sup>2</sup>	900 - 1,000	Team task (16 workers)
	Otta seal	m <sup>2</sup>	5,400 - 5,500	Team task (60 workers)
	Sand seal	m <sup>2</sup>	2,800 - 3,000	Team task (20 workers)
	Modified Otta seal (using emulsion binder)	m <sup>2</sup>	1,300 - 1,500	Team task (16 workers)
	Ultra-thin reinforced concrete	m <sup>2</sup>	400 - 500	Team task (25 workers)
	Plastering	m <sup>2</sup>	15 - 20	
	Brick masonry	m <sup>3</sup>	0.7 - 1.0	
	Formwork	m <sup>2</sup>	15 - 22	
	Ceiling work including brandering	m <sup>2</sup>	25 - 30	
	Roof Coverings	m <sup>2</sup>	30 - 35	
Buildin	Tiling/glazed tiles to walls	m <sup>2</sup>	15 - 20	
lding	Tiling/Ceramic tiles to floors	m <sup>2</sup>	18 - 22	
ıg works	VA tiles to floor	m <sup>2</sup>	70 - 80	
<i>ડે</i> ડ	Glazing/4mm Clear float glass	m <sup>2</sup>	28 - 32	
	Paint/On ceilings	m <sup>2</sup>	30 - 34	
	On walls	m <sup>2</sup>	35 - 40	
	On doors/door frames	m <sup>2</sup>	15 - 20	
	On Windows with metal bars	m <sup>2</sup>	25 - 30	
	Two coats of varnish to woodwork	m <sup>2</sup>	30 - 35	

	Cut grass /on verge/ side drains	m²	100 - 150	
₽ Ro	Clean culvert /inlet, outfall	$m^3$	1.5 - 2.0	
Routine	Clean side/mitre drains	$m^3$	2.0 - 3.0	
e road	Repair side drain erosion	$m^3$	3.0 - 5.0	
	Fill pot holes on carriageway	m <sup>3</sup>	2.0 - 3.0	Gravel roads
naint	Fill ruts/minor gullies on carriageway	m²	5.0 - 10	
maintenance	Grub edge/shoulder	m <sup>2</sup>	80 - 100	
lce	Repair shoulder erosion	m <sup>2</sup>	5.0 - 10	
	Repair culvert headwalls	No	Day work	

#### G.2. REFERENCE TO DETAILED INFORMATION ON TASK RATES

Category	Operation	References: Source documents	Tables- Figures-	Pages
Roadwork				
Construction	Earthwork/formation	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007- Manual 3	Table	PP 110-111
	Earthworks	Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development programme	Table G 1 & G2 Table N1 & O 1	Page 1.19 Page 1.39-41
	Earthworks	Labour-based technologies and methods for employment intensive construction works	Table 1 & 2	PP 3-4
		best practice guideline 2	Table 8 & 9	Page 13
		labour-based construction methods for Earthworks	Table 10	Page 14
		April 2004	Table 12	Page 15
		Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013	Table 4-4	Page 4-5
			Table 4-17	Page 4-20

Category	Operation	References: Source documents	Tables- Figures-	Pages
	Drainage structures (Concrete & masonry works)	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 5		Page 100
	Concrete block paving	Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development program	Table C1  Table A 13 and 14	Page 1.15 Page 1.9
	Gravel surfacing	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 3	Table -Module 6	PP 110-111
	Stone pavement	Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development program	Table F 1	Page 1.18
		Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013	Table 8-23	Page 8-56
	Pavement/layer works (bituminous pavement seals)	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 4	Table –Module 7	PP 90-91
		Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013	Table 5-6 Table 8-25	Page 5-23 Page 8-59 & 60

Category	Operation	References: Source documents	Tables- Figures-	Pages
		Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development program	Table J1 Table N1	Page 1.21 Page 1.40
	Concrete and masonry drainage works and structures	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 5	Table – Module 8	Page 100
Maintenance	Road Maintenance	Common Routine maintenance activities		Page 51
		Study on Enhancing Labour Intensity in the <b>Expanded Public Works Programme</b> Road Infrastructure Projects <b>South Africa 2012</b>		
		Maintenance of minor roads using the length man contractor system; Jones, T E and R C Petts, 1991. Maintenance of minor roads using the lengthman contractor system. Fifth International Conference on Low Volume Roads, Raleigh North Carolina, 19-23 May 1991. Transportation	Table 1	Page 3-4
		Research Record 1291, Volume 1. Washington DC: Transportation Research Board, National Research Council, 41-52.)	Table 2	Page 5
		Labour-based Road Works Technical Manual: Appropriate Technology Unit (ATU) Tanzania Ministry Of Works		
		International Labour Organization (ILO) & Intech-Associates Consulting Engineers: May 1997	Figure D1.1 and D1.2	
		Productivity Standards for Routine Maintenance and Routine Maintenance Productivity Guideline		

Category	Operation	References: Source documents	Tables- Figures-	Pages
	Road and drainage works	Productivity Norms for Labour-Based Construction. ASIST Information Service Technical Brief No. 2. International Labour Organisation 1998.  Includes Roadwork and drainage Productivity Norms Data from countries.	Tables M1-22	
Building/ Housing related works	Various activities	Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development programme)	Table-1 Table A 1-6	Page 3 PP-1.1-1.5
	Concrete and masonry drainage works and structures	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 5	Table –Module 8	Page 100
Water and sanitation	Storm water drainage	Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development programme)	Table H1	Page 1.20

# 15 APPENDIX H: EPWP REPORTING FORMS

#### H.1A: NATIONAL / PROVINCIAL REGISTRATION FORM

Field requested	Description if needed	Please complete this section					
	Project name						
Public Body (National Department /Province) Reference number	The number used by the public body to identify the project. This number has to be unique for every project						
Project name	The project name needs to be unique for projects						
Project type:		Select one and mark with a X					
	Provincial						
	National						
	Project location						
Province	Indicate in which Province the project will be implemented						
District Municipality/ Metro	Indicate in which district/Metro Municipality the project will be implemented						
Local Municipality / Metro region	Indicate in which local municipality the project will be implemented						
Primary Ward	Indicate in which ward the project will be implemented. If the project is implemented in more than one ward, then name the wards in "describe project location"						
Enter the name of the Municipal Area	Indicate in which municipal area the project will be implemented						
Describe the project location	Short description, including the area or ward within the municipality						
	Project Ownership and Location						
Project Ownership		Select one and mark with a X					
Public Body Type	Provincial Department						
Project owner (Who is funding the project)	This refers to the provincial department who is providing the money. It cannot be a metro, district or municipality.						
Department in the public body that is responsible for the project	This refers to the department within the provincial department						

Field requested	Description if needed	Please complete this section
Implementing public body type (Implementer)	This can be the same provincial department, another provincial department, a metro, district or municipality.	
Project implementer	The name of the provincial department, metro, district or province	
Implementing department	This refers to the department within the public body who is responsible for the implementation of the project	
Project Implementation		
Source of Reference number	Indicate the source of the reference number.	
IGP Registered?	Indicate yes/no	
If the project is IGP registered, what is the IGP reference number?	Provide the IGP number	
	EPWP Information	
Choose EPWP Programme		Select one EPWP Programme and mark with a X
	-Not part of a programme-	
	Contractor Development	
	Facilities & Infrastructure Development Programme	
	Housing Delivery	
	Labour Based Construction Programme	
	Labour-Intensive Programme	
	EPWP Provincial	
	MIG	
	NYS Provincial	
	National Youth Service	
	Subsidised Housing	
	Vuk'uphile	
	Vukuzakhe	
	Zibambele	
	Community based	
	NGO	

Field requested	Description if needed	Please complete this section
Project Priority		Select one priority and mark with a X
	1: Labour-intensive and training	
	2: Vuk'uphile learnership	
	3: Labour-intensive, no training	
	4: Other	
	5: Large Projects	
	6: Provincial Access Roads	
	7: EPWP Provincial Maintenance	
	8: EPWP High Volume	
Sector	Infrastructure	
Project sub-sector	Please choose from the following:	Select one sub-sector and mark with an X. If sub-sector is other, then mark with an X and provide name of "other"
,	Infrastructure Roads	
	Ground Rehabilitation	
	Roads and Stormwater	
	Settlements and Services	
	Housing	
	Park Development	
	Water Infrastructure Upgrade	
	Sewer upgrade	
	Pipelines	
	Stormwater drains	
	Sidewalks	
	Multipurpose	
	Other	_
	Lights Reticulation	
	Paving of parks	
	Parking lots	

Field requested	Description if needed	Please complete this section				
If Other, describe						
Project details						
Estimated project start date	Provide start date of the project. This is the construction start date					
Estimated project end date	Provide estimated project end date.					
Please give a short project description	Short description, no longer than one line.					
Project type:	Infrastructure					
Project Environment		Select one project environment and mark with a X				
•	Urban					
	Rural					
	Both Urban and Non-Urban					
	Budget allocated					
Source of funds	Which organisations will be contributing to the funding of the project? Please choose from the following:	Select one or more sources of funds and mark with a X				
	Donors					
	EPWP					
	IGP					
	Loans					
	National					
	Provincial Capital Budget					
	Provincial Department					
	Provincial Maintenance Budget					
	Up-scaling Grant					
Total Amount of budget	Provide budget amount					
	Project Contact in public body					
Name and Contact						
Title:	Provide information					
Surname:	Provide information					

Field requested	Description if needed	Please complete this section
Initials:	Provide information	
E-mail address	Provide information	
Cellular:	Provide information	
Telephone (Office):	Provide information	
Fax:	Provide information	
Cellular:	Provide information	
Physical Address:	Provide information	
Postal Address: (if different from Physical)	Provide information	

#### H.1B: MUNICIPAL REGISTRATION FORM

Field requested	Description if needed	Please complete this section
	Project name	
Public Body (Municipal) Reference number	The number used by the public body to identify the project. This number has to be unique for every project	
Project name	The project name needs to be unique for projects	
Project type:		Select one and mark with a X
	Municipal	
	Project location	
Province	Indicate in which Province the project will be implemented	
District Municipality/ Metro	Indicate in which district/Metro Municipality the project will be implemented	
Local Municipality / Metro region	Indicate in which local municipality the project will be implemented	
Primary Ward	Indicate in which ward the project will be implemented. If the project is implemented in more than one ward, then name the wards in "describe project location"	
Enter the name of the Municipal Area	Indicate in which municipal area the project will be implemented	
Describe the project location	Short description, including the area or ward within the municipality	
	Project Ownership and Location	
Project Ownership		
Public Body Type		Select one and mark with a X
Project owner (Who is funding the project)		
Department in the public body that is responsible for the project	This refers to the department within the municipality	
Implementing public body type (Implementer)	This must be a district, local or metro municipality	
Project implementer	The municipality responsible for implementing the project.	
Implementing department	This refers to the department within the municipality who is responsible for the implementation of the project	

Field requested	Description if needed	Please complete this section
Project Implementation		
Source of Reference number	Indicate the source of the reference number.	
IDP Reference Number allocated to the project		
MIG Registered?	Indicate yes/no	
If the project is MIG registered, what is the MIG		
reference number?	Provide the IGP number	
	EPWP Information	
Choose EPWP Programme		Select one EPWP Programme and mark with a X
	-Not part of a programme-	
	Contractor Development	
	Facilities & Infrastructure Development Programme	
	Housing Delivery	
	Labour-Based Construction Programme	
	Labour-Intensive Programme	
	EPWP Provincial	
	MIG	
	NYS Provincial	
	National Youth Service	
	Subsidised Housing	
	Vuk'uphile	
	Vukuzakhe	
	Zibambele	
	Community based	
	NGO	
Project Priority		Select one priority and mark with a X
	1: Labour-intensive and training	
	2: Vuk'uphile learnership	
	3: Labour-intensive, no training	

Field requested	Description if needed	Please complete this section
	4: Other	
	5: Large Projects	
Sector	Infrastructure	
Project sub-sector	Please choose from the following:	Select one sub-sector and mark with an X. If sub- sector is other, then mark with an X and provide name of "other"
	Infrastructure Roads	
	Ground Rehabilitation	
	Roads and Stormwater	
	Settlements and Services	
	Housing	
	Park Development	
	Water Infrastructure Upgrade	
	Sewer upgrade	
	Pipelines	
	Stormwater drains	
	Sidewalks	
	Multipurpose	
	Other	
	Lights Reticulation	
	Paving of parks	
	Parking lots	
If Other, describe		
	Project details	
Estimated project start date	Provide start date of the project. This is the construction start date	
Estimated project end date	Provide estimated project end date.	
Please give a short project description	Short description, no longer than one line.	
Project type:	Infrastructure	
Project Environment		Select one project environment and mark with a X

Field requested	Description if needed	Please complete this section					
	Urban						
	Rural						
	Both Urban and Non-Urban						
Budget allocated							
Source of funds	Which organisations will be contributing to the funding of the project? Please choose from the following:	Select one or more sources of funds and mark with a X					
	District Municipality						
	Donors						
	EPWP						
	IGP						
	Loans						
	Local Municipality						
	MIG						
	National Department						
	Provincial Department						
Total Amount of budget	Provide budget amount						
	Project Contact in public body						
Name and Contact							
Title:	Provide information						
Surname:	Provide information						
Initials:	Provide information						
E-mail address	Provide information						
Cellular:	Provide information						
Telephone (Office):	Provide information						
Fax:	Provide information						
Cellular:	Provide information						
Physical Address:	Provide information						
Postal Address: (if different from Physical)	Provide information						

#### H.2A: NATIONAL/PROVINCIAL SUBMISSION FORM

Field requested	Description if needed	Comment
	Budget	
Source of funds	Which organisations will be contributing to the funding of the project and how much will each organisation contribute? Please choose from the following:	Budget amounts
	Donors	
	EPWP	
	IGP	
	Loans	
	National	
	Provincial Capital Budget	
	Provincial Department	
	Provincial Maintenance Budget	
	Up-scaling Grant	
What will be the annual budgets of the project?	Per national financial year. Take into account all financial years in which this project will be active.	Annual budget amount
	15/16	
	16/17	
	17 /18	
	18/19	
	19/20	
	Milestones	
Milestone	Will this milestone be measured (Yes / No)	Target Date
Project approved		
Consultant appointed		
Detailed Design specifications approved		
Tender report approved		
Construction started		
Implementation complete		

Field requested	Description if needed	Comment
	EPWP Indicators	
Indicator	Indicate Yes or No	
Consultant contract compliant with EPW guidelines		
Contractor compliant with EPW requirements		
Exit Strategy		
Branding Compliant		
	Planned EPWP Infrastructure outputs	
Output	Tick if applicable	Measure in km / sqm / no etc - Indicate value i.e. km of roads to be constructed
Km of roads constructed to standard		
Km of pipelines installed to standard		
Km of storm water drains constructed to standard		
Km of sidewalks constructed to standard		
No of bridges		
No of connections		
No of pipe / box culverts		
No of pump stations		
No of Reservoirs		
No of retention dams		
No of standpipes		
No of transfer facilities		
No of VIP's		
Sqm of bus ranks		
Sqm of community hall		
Sqm of landfill site		
Sqm of taxi ranks		
Sqm of treatment works		
Sqm of buildings		
Sqm of Grass cutting		

Field requested	Description if needed	Comment						
Km of fencing								
Sqm of Clinic Construction and Rehabilitation								
Number of classroom construction and rehabilitation								
Planned training								
Accredited courses								
Cost estimate	Provide information if available							
Number or person training days	The total number of days for all persons to attend training							
Number of people to attend	The total number of people that will attend training							
Number of women to attend	This includes adult women and youth women							
Number of youth to attend	All persons aged 35 and under							
	Non-accredited							
Cost estimate	Provide information if available							
Number or person training days	The total number of days for all persons to attend training							
Number of people to attend	The total number of people that will attend training							
Number of women to attend	This includes adult women and youth women							
Number of youth to attend	All persons aged 35 and under							
	Planned labour							
Employment generation details	Planned Number of Person days of employment	Planned Persons to be Employed						
Adult men								
Adult women								
Youth men								
Youth women								
Disabled								
	Planned labour							
Minimum daily wage	As per the contract document	R						
Planned number of employees from the indigent list	Has this public body specified that a number of persons from the indigent list have to be employed? If so, what number of persons?							

#### H.2B: MUNICIPAL SUBMISSION FORM

Field requested	Description if needed	Comment				
	Budget					
Source of funds	Which organisations will be contributing to the funding of the project and how much will each organisation contribute? Please choose from the following:	Budget amounts				
	District Municipality					
	Donors					
	EPWP					
	IGP					
	Loans					
	Local Municipality					
	MIG					
	National Department					
	Provincial Department					
What will be the annual budgets of the project?	Per national financial year. Take into account all financial years in which this project will be active.	Annual budget amount				
	15/16					
	16/17					
	17 /18					
	18/19					
	19/20					
	Milestones					
Milestone	Will this milestone be measured (Yes / No)	Target Date				
Project approved						
Consultant appointed						
Detailed Design specifications approved						
Tender report approved						
Construction started						

Field requested	Description if needed	Comment						
Implementation complete								
EPWP Indicators								
Indicator	Indicate Yes or No							
Consultant contract compliant with EPW guidelines								
Contractor compliant with EPW requirements								
Exit Strategy								
Branding Compliant								
	Planned EPWP Infrastructure outputs							
Output	Tick if applicable	Measure in km / sqm / no etc - Indicate value i.e. km of roads to be constructed						
Km of roads constructed to standard	,,							
Km of pipelines installed to standard								
Km of storm water drains constructed to standard								
Km of sidewalks constructed to standard								
No of bridges								
No of connections								
No of pipe / box culverts								
No of pump stations								
No of Reservoirs								
No of retention dams								
No of standpipes								
No of transfer facilities								
No of VIP's								
Sqm of bus ranks								
Sqm of community hall								
Sqm of landfill site								
Sqm of taxi ranks								
Sqm of treatment works								
Sqm of buildings								

Field requested	Description if needed	Comment						
Sqm of Grass cutting								
Km of fencing								
Sqm of Clinic Construction and Rehabilitation								
Number of classroom construction and rehabilitation								
Planned training								
Accredited courses								
Cost estimate	Provide information if available							
Number or person training days	The total number of days for all persons to attend training							
Number of people to attend	The total number of people that will attend training							
Number of women to attend	This includes adult women and youth women							
Number of youth to attend	All persons aged 35 and under							
	Non-accredited							
Cost estimate	Provide information if available							
Number or person training days	The total number of days for all persons to attend training							
Number of people to attend	The total number of people that will attend training							
Number of women to attend	This includes adult women and youth women							
Number of youth to attend	All persons aged 35 and under							
	Planned labour							
Employment generation details	Planned Number of Person days of employment	Planned Persons to be Employed						
Adult men								
Adult women								
Youth men								
Youth women								
Disabled								
	Planned labour							
Minimum daily wage	As per the contract document	R						
Planned number of employees from the indigent list	Has this public body specified that a number of persons from the indigent list have to be employed? If so, what number of persons?							

# H.3: PROGRESS REPORT FORM (NATIONAL, PROVINCIAL AND MUNICIPAL)

## Data form for a 12 months period.

	April	May	June	July	August	September	October	November	December	January	February	March
Financial										-		
Report												
Expenditure												
for current												
month												
EPWP												
Certified												
Contractors												
Number of												
contractors												
Amount Spent												
SMME												
Contractors												
Number of												
contractors												
Amount Spent												
	If milestone											
	has been											
	achieved											
	provide the											
	achievement											
	date,											
	otherwise											
	indicate "NO"											
	for each											
	milestone not	milestone	milestone not									
	achieved.	not	achieved.									
Milestones		achieved.										
Project												
approved												
Consultant												
appointed												
Detailed												
Design												
specifications												
approved												

	April	May	June	July	August	September	October	November	December	January	February	March
Tender report												
approved												
Construction												
started												
Implementatio												
n complete												
Actual												
Outputs												
Type of output												
Quantity												
achieved												
Date achieved												

## H.4: PARTICIPANTS INFORMATION (NATIONAL, PROVINCIAL AND MUNICIPAL)

Please provide participants information on this sheet for each month of the year.

Month of report:	
Contractor Name:	
CIPRO company	
registration number:	
Type of contractor:	
Project Name:	
Project Type:	
Source of Funding:	
Province:	

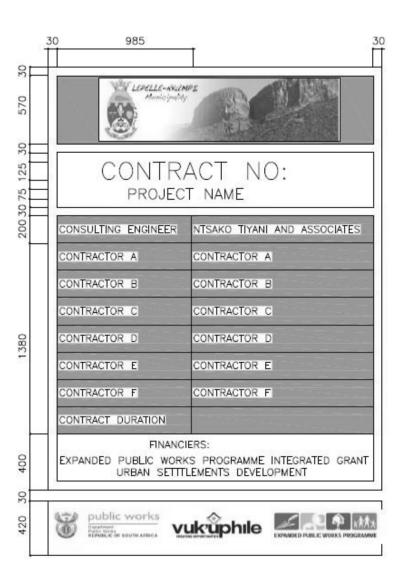
Physical Outputs for month:	
Project Number:	
Total Project Expenditure for month:	
Contract Number:	
Invoice Number:	
Project Start Date:	
Project End Date:	
Certified by Project Manager:	
Date of certification:	

									MONTH					
		Last	I.D.			Has	Education		Number of labour days	Daily wage rate for the month the	Total wages paid for the	Total number of training days for the		
First name	Initials	name	Number	DOB	Gender	disability	level	Start date	for the month	month	month	Month		
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							See codes at				IN THIS			
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Education Levels – use the codes (1,2,3) on the excel spreadsheet

- (1) Unknown
- (2) No Schooling
- (3) Grade 1-3 (Sub A Std 1)
- (4) Grad 4 (Std 2) ABET 1
- (5) Grade 5-6 (Std 3-4) ABET 2
- (6) Grade 7-8 (Std 5-6) ABET 3
- (7) Grade 9 (Std 7) ABET 4
- (8) Grade 10-11 (Std 8-9)
- (9) Grade 12 (Std 10)
- (10) Post Matric

#### **16 APPENDIX I: EPWP BRANDING FORMAT**



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# 17 APPENDIX J:

# MINISTERIAL DETERMINATION FOR EPWP (Revised 2012)

# GOVERNMENT NOTICE

### **DEPARTMENT OF LABOUR**

No. R. 347

4 May 2012

# **BASIC CONDITIONS OF EMPLOYMENT ACT, 1997**

# **MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES**

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Expanded Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Ministerial Determination shall become binding.

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.

NM OLIPHANT, MP Minister of Labour 10/04/2012

### **SCHEDULE**

# MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES

### Index

- 1. Definitions
- 2. Application of this determination
- Sections not applicable to public works programmes
- 4. Conditions

### 1. **Definitions**

1.1 In this determination –

"expanded public works programme" means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources.

- 1.2 Without limiting subsection (1), the following programmes constitute Expanded Public Works Programmes:
  - (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for Wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste, Working for Tourism, Investing in Culture Programmes
  - (b) Infrastructure Sector Programmes and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
  - (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
  - (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
  - (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works

### 2. **Application**

This Determination applies to all employers and employees engaged in expanded public works programmes.

- 3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes
  - 3.1 Section 10(2) [Overtime rate]

3.2	Section 14(3)	[Remuneration required for meal intervals of longer than 75 minutes]
3.3	Section 29(h) to (p)	[Written particulars of employment]
3.4	Section 30	[Display of employee's rights]
3.5	Section 41	[Severance pay]
3.6	Section 37	[Notice of termination]
3.7	Sections 51 – 58	[Sectoral Determinations]

# 4. Conditions

As set out in the ANNEXURE:

### **ANNEXURE**

### CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES

### 1. Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

# 1.2 In this document -

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

# 2. Terms of Work

2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

### 3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work-
  - (a) more than forty hours in any week;
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

# 4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

# 5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## 6. Daily Rest Period

Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

# 7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## 8. Sick Leave

- 8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 8.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 8.7 An employer must pay a worker sick pay on the worker's usual payday.
- 8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.

- 8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 8.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

# 9. **Maternity Leave**

- 9.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.5 A worker may begin maternity leave
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date -
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

# 10. Family responsibility leave

- Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
  - (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of -
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

### 11. Statement of Conditions

- 11.1 An employer must give a worker a statement containing the following details at the start of employment
  - (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.
- 11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 11.3 An employer must supply each worker with a copy of these conditions of employment.

# 12. Keeping Records

- 12.1 Every employer must keep a written record of at least the following -
  - (a) the worker's name and position;

- (b) copy of an acceptable worker identification
- in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.
- The employer must keep this record for a period of at least three years after the completion of the EPWP.

# 13. Payment

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1<sup>st</sup> of November inline with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- 13.3 A task-rated worker will only be paid for tasks that have been completed.
- An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.5 A time-rated worker will be paid at the end of each month.
- 13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.7 Payment in cash or by cheque must take place -
  - (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 13.8 An employer must give a worker the following information in writing -

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- 13.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 13.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

### 14. **Deductions**

- 14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 14.4 An employer may not require or allow a worker to
  - repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

# 15. **Health and Safety**

15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

### 15.2 A worker must -

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

# 16. Compensation for Injuries and Diseases

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

### 17. Termination

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

### **Certificate of Service**

- 18.1 On termination of employment, a worker is entitled to a certificate stating
  - (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.







	DATA COLLECTION TOOL
NOTE:The field with the asterick indicates the mandantory.***	
Column A	Column B
	Project Details
Project Name ***	
Project Reference Number ***	
Project description ***	
Project Start Date ***	
Project End Date ***	
Estimated Budget ***	
	Project Location
Province ***	110,000 2000.001
District/Metro Municipality ***	
Local Municipality/Metro Region ***	
Latitude (in decimal format)	
Longitude (in decimal format)	
<u> </u>	Public Body Details
Public body sphere ***	i ubiio bouy betaiis
Reporting public body that is the project owner (and will	
report on the project) ***	
Implementing public body type ***	
Public body that will implement the project	
MIG/IDP reference number allocated to the project	
	EPWP Details
EPWP Sector***	Infrastructure
EPWP Program ***	
EPWP Sub programme ***	
	Budget Amount
Financial year ***	1
Total Budget Amount ***	
Wages ***	
UIF ***	
COIDA ***	
Training	
Administration	
Equipment and materials	
Other	
Describe if other	
	Outputs and Training
Output ***	
Despription ***	
Target Quantity ***	
Number of persons to be trained	
	Contact person
Title***	
Initials***	
First Name***	
Surname***	
Email	
Tel (Office)***	
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Cell Number*** Physical Address ***	
Postal Address Postal Address	
Postal code	
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	Beneficiary Details *** NOTE: Give as much information as you possible can on the beneficiaries details.												Location Details *** Household Details ***				ls ***				
FirstName ***	Initials ***	Surname ***	Idnumber ***	DateOfBirth ***	Gender ***	Disability	StartDate ***		education level	Language ***	Address	Nationality ***	Cell Number	Governmen t Grant ***	Province ***	District	Muncipality ***	Ward No.***	Number of people in Household	Number of Dependants in	Number of Children attending school ***

	Project Location
Column A	Column B
Locality Name ***	
Municipality***	
Ward ***	
Subplace***	
Government Facility***	
Project Location ***	

							nent Details							
FirstName ***	Initials	Surname ***	Idnumber ***	DateOfBirth* **	WageRate ***	TotalPaidDays ***	AmountPaid \ ***	WorkDays* T **	raining Days Paid	TrainingDays NonPaid	Total Training Days	Training Course Id	Month ***	Year ***

	Training													
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s Report

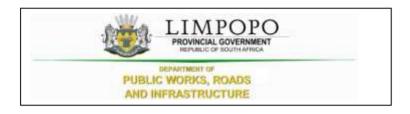
EPWP Employment Information
Name of Project
First Name
Initials
Surname
ID Number
Nationality
Name of Employer
Name of Project
Signature of Employer
Attachment
Copy of ID

	-					Payme	nt Details **	*							
Employer				LD	PWR&I										
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Contract N	Number	-													
Reporting															
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		Surname	Idnumber ***				AmountPaid		Training		Training				Signature of Payment
***	***	***		***	***	Worked	***	***	Days Paid	NonPaid	Days	Course Id	***	***	Received
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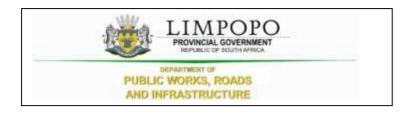
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# **PART C7: SITE INFORMATION AND DRAWINGS**



PART C7.1: SITE INFORMATION



PART C7.2: DRAWINGS

