

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION NO 1</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>(CPAP WORK GROUP NO. 190 UNLESS OTHERWISE STATED)</u></b></p> <p>The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition), published by the S. A. Institution Of Civil Engineering</p> <p>The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein</p> <p>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</p> <p>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</p> <p>Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>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</p> <p>Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. See Contract Data</p>			
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<b><u>SECTION A: GENERAL CONDITIONS OF CONTRACT</u></b>		
1	General (clause 1) F:..... V:..... T:.....	Item
2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item
3	Engineer (clause 3) F:..... V:..... T:.....	Item
4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item
5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods. F:..... V:..... T:.....	Item
6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item
7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item
8	Risk and Related Matters (clause 8) F:..... V:..... T:.....	Item
9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item
10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item
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**SECTION B: SANS 1921-1:2004 (Edition 1):  
 CONSTRUCTION AND MANAGEMENT  
 REQUIREMENTS FOR WORKS CONTRACTS: PART  
 1**

Refer to the SCOPE OF WORK for detail requirements:

11	Scope F:..... V:..... T:.....	Item
12	Normative references F:..... V:..... T:.....	Item
13	Definitions F:..... V:..... T:.....	Item
14	Requirements for construction and management F:..... V:..... T:.....	Item
15	General F:..... V:..... T:.....	Item
16	Responsibilities for design and construction F:..... V:..... T:.....	Item
17	Planning, programme and method statements F:..... V:..... T:.....	Item
18	Quality assurance F:..... V:..... T:.....	Item
19	Setting out F:..... V:..... T:.....	Item
20	Management and disposal of water F:..... V:..... T:.....	Item

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21	Blasting F:.....V:.....T:.....	Item
22	Works adjacent to services and structures F:.....V:.....T:.....	Item
23	Management of the Works and site F:.....V:..... T:.....	Item
24	Earthworks F:.....V:.....T:.....	Item
25	Testing F:.....V:.....T:.....	Item
26	Materials, samples and fabrication drawings F:.....V:.....T:.....	Item
27	Equipment F:.....V:.....T:.....	Item
28	Site establishment F:.....V:.....T:.....	Item
29	Survey control F:.....V:.....T:.....	Item
30	Temporary works F:.....V:.....T:.....	Item
31	Existing services F:.....V:.....T:.....	Item
32	Health and safety F:.....V:.....T:.....	Item
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33	Environmental requirements F:.....V:.....T:.....	Item	
34	Alterations, additions, extensions and modifications to existing works F:.....V:.....T:.....	Item	
35	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item	
36	Attendance on nominated and selected subcontractors F:..... V:.....T:.....	Item	
<b><u>SECTION C: SCOPE OF WORK in accordance with SANS 10403</u></b>			
(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)			
37	Certification by recognised bodies - CLAUSE 4.4 F:.....V:.....T:.....	Item	
38	Agreement certificates - CLAUSE 4.5 F:.....V:.....T:.....	N/A	
39	Other services and facilities - CLAUSE 4.8 F:.....V:.....T:.....	Item	
40	Recording of weather - CLAUSE 5.2 F:.....V:.....T:.....	Item	
41	Management meetings - CLAUSE 5.3 F:.....V:.....T:.....	Item	
42	Daily records CLAUSE 5.6 F:.....V:.....T:.....	Item	
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43	Bond and guarantees - CLAUSE 5.7 F:.....V:..... T:.....	Item	
44	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item	
45	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item	
	<b><u>SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)</u></b>		
46	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item	
47	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:.....V:.....T:.....	Item	
48	The planning, programme and method statements - CLAUSE 4.3 F:..... V:.....T:.....	Item	
49	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:.....V:.....T:.....	Item	
50	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:.....V:.....T:.....	Item	
51	Office for the foreman CLAUSE 4.14.3 F:.....V:.....T:.....	Item	
52	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item	
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53	Office for inspector of works - CLAUSE 4.14.3 F:.....V:.....T:.....	Item	
54	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item	
55	Sheds - CLAUSE 4.14.3 F:..... V:.....T:.....	Item	
56	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item	
57	Termination, diversion or maintenance of existing services - CLAUSE4.17.1 F:..... V:..... T:.....	Item	
58	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item	
59	Detection apparatus - CLAUSE 4.17.4 F:..... V:.....T:.....	Item	
60	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item	
<b><u>SECTION E: SPECIFIC PRELIMINARIES</u></b>			
Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.			
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**PROPRIETARY BRANDED PRODUCTS**

61 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 authorised representative.

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**OVERTIME**

62 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 Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.

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

Item

**AS BUILT DRAWINGS**

63 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 Engineer/Principal Agent and the Structural Engineer for their records.

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

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**SECTION E: SPECIFIC PRELIMINARIES**

**SITE INSTRUCTIONS**

64 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.

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LABOUR RECORD

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

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

Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.

PLANT RECORD

66 At the end of each week the Contractor shall provide the Engineer/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:.....

NON CESSION OF MONIES

67 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:.....

SECTIONAL COMPLETION

68 When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.

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

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LOCAL LABOUR

69 It is a general requirement of this contract that persons normally resident in the ward of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour (Local Sub-Contractor(s); Skilled; Semi-Skilled; and Unskilled). The Contractor shall in consultation with the local community leaders (Project Steering Committee) with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project.  
F:..... V:.....  
T:.....

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IMPORT PERMITS AND DUTIES

70 The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.  
  
Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.  
  
F:..... V:.....T:.....

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**CONTRACT PRICE ADJUSTMENT PROVISIONS  
 (CPAP)**

71 Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items.

Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.

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

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**EPWP CONDITIONS AND SPECIFICATIONS**

**12.1 EMPLOYMENT TARGETS**

72 E12.1 a Employment Targets

The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.

No of jobs to be created = ..... [Contractor to fill in an estimated number]

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73	<p><b>E12.1 b Employment requirements</b></p> <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> <li>1. 60% of unskilled labour to be women</li> <li>2. 55% of unskilled labour to be youth aged between 18 and 35 years</li> <li>3. 2% of unskilled labour to be people living with disability</li> <li>4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.</li> </ol>	Item	
74	<p><b><u>E12.1 c Labour rate and payment intervals</u></b></p> <p>The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.</p> <p>Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.</p> <p>The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p>	Item	
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<u>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD</u>		
75	<p>E12.2 a Labour Intensive Construction (LIC) method On site there must a person(s) having competency in managing and implementing LIC methods.</p> <p>*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.</p> <p>*Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p>	Item
76	<p>E12.2 b Labour Intensive Construction Method</p> <p>Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p>	Item
<u>E12.3 RECORD KEEPING</u>		
77	<p>12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p>	Item
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78	<p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p> <p><u>E12.4 EPWP REPORTING as per EPWP DATA FORM</u></p>	Item	
79	<p>At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent &amp; Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name &amp; surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate:</p> <ol style="list-style-type: none"> <li>1. EPWP monthly data collection form</li> <li>2. Worker monthly payment upload</li> <li>3. Worker monthly proof of payment i.e               <ol style="list-style-type: none"> <li>3.1 Acknowledgement of receipt of payment or</li> <li>3.2 Payslips</li> <li>3.3 Bank statement highlighted the workers paid</li> </ol> </li> <li>4. Worker monthly training form</li> <li>5. Monthly attendance register</li> <li>6. Certified copies of ID's (once off)</li> <li>7. ID size photos (once off)</li> <li>8. Proof of UIF</li> <li>9. Proof of COIDA</li> </ol> <p>F:..... V:..... T:.....</p>	Item	
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<u>E12.5 EPWP PROMOTION</u>		
80	<p>12.5.1 EPWP signage board</p> <p>EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica medium 100 mm black upper case to be for project name and owner . Helvetica medium 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. Board sizes are as follows : Board to be minimum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order.</p> <p>F:..... V:..... T:.....</p>	Item
81	<p>12.5.2 Branding of labour apparel</p> <p>Contractor &amp; Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.</p> <p>The contractor is then advised to price for both item 12.5.1 and 12.5.2</p> <p>F:..... V:.....T:.....</p>	Item
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	<u>E12.6 COMMUNITY LIAISON OFFICER (CLO)</u>		
82	<p>UTILISATION OF A COMMUNITY LIAISON OFFICER</p> <p>In addition to the requirements of Clause E9, contained in this document;</p> <p>The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p> <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p>	Item	
83	<p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> <li>1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor.</li> <li>2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.</li> <li>3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.</li> <li>4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.</li> <li>5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.</li> </ol>		
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<p>6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.</p> <p>7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications.</p> <p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommenda-tion to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:.....T:.....</p>	Item	
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E12.7 SKILLS DEVELOPMENT ON SITE

84 Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.

Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.

Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.

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E12.8 Sub-Contracting for local emerging enterprises

85 The project can support the notion of one main contractor to be appointed whilst several sub-contractors, possibly from local Small, Medium and Micro Enterprises (SMME) group, are employed to under various smaller activities.

Two alternatives can be applied for setting out work for sub-contractors, i.e. full responsibilities (provide their own plant, materials and labour) or secondly the main contractor remains responsible for the supply of plant and materials, while the sub-contractor is responsible for implementation, thus providing the skills and labour content only for the various construction activities.

The contractor will be required to appoint a reasonable number of emerging sub-contractors to undertake work to the minimum of 5% of the contract value on the various service areas but not limited to the following services:

General Building Works: Masonry, carpentry & joinery, floor finishes/tiling, paintwork, joinery fittings, plumbing (internal & external), plastering

Civil Works: Paving, landscaping, etc.

This Percentage excludes the costs of employing local unskilled labour. A minimum of 5% of the total number of the appointed emerging sub-contractors must be owned by females who have more than 50.1% ownership of their company/organization. SMME represent an important vehicle to address the challenges of job creation, economic growth and equity in our country. SMMEs are playing a critical role in absorbing labour, penetrating new markets and generally expanding economies in creative and innovative ways.

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86 E12.8.1 Sub-Contractor Procedure

The recommendation will be that the Contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted. The tenders received are then evaluated by both the employer and the contractor. The evaluation panel shall comprises equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission.

This will promote the cost effective participation and development of smaller registered contractors in larger valued contracts without losing single point of accountability for projects. This will allow the emerging contractors to tender for work in a fair, transparent and equitable manner rather than having to negotiate such contracts with the main contractor. Also guarantees the participation of contractors registered in lower contractor grading designation.

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**E12.8.2 Sub-Contractor Mentoring**

Once the Subcontractors have been identified and engaged, the Contractor shall closely monitor their performance in the execution of their contracts.

The Contractor will be responsible for drawing implementation plan that will assist in managing the development of sub-contractors undertaking Labour Intensive work.

The Contractor will be responsible for management of the sub-contractors and to ensure that they comply with all EPWP requirements as set-out in this specification.

The Contractor and sub-contractors will be required to compile monthly progress reports to be submitted with payment certificates. The reports shall include planned targets with regards to the works and employment, employment of EPWP beneficiaries and project expenditure. Failure to produce monthly reports will render payment certificates incomplete

The contractor will be required to assist, train, mentor and monitor its Sub-contractors and report through monitoring tool on progress of each Sub-contractor.

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88 **E12.8.3 Portfolio of Evidence**

**The Contractor is to develop and /or maintain a portfolio of evidence for each sub-contractor. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and monitoring inputs provided to the Sub-contractor. It is the document which records the development progress of the Sub-Contractor and will need to be updated continually throughout the duration of the contract.**

**The Portfolio of Evidence should include but not limited to the following documentation:**

- The development path designed for each Sub-Contractor,**
- The Training course completed by the Sub-Contractor,**
- The hours of guiding, coaching and mentoring received for each activity listed in the developmental plan,**
- A list of outcomes achieved at each level for each activity.B431**

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

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89 Performance and penalties

The Contractor performance will be monitored throughout the contract. Should the Contractor fail to fulfil his obligation he will be liable for penalties. Payment of the penalty shall not absolve the Contractor of any claim, or relieve the Contractor of any of his duties, obligations or responsibilities under the contract.

Utilisation of the Sub-Contractors

The Contractor's achievement of the targets will be measured quarterly to determine the progress made to date.

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**E12.8.4 Local Suppliers**

Local material suppliers within the vicinity of the site to be utilise as long as their materials meets the required specification. However, quality and suitability would have to be checked by the employer, if the local suppliers are unable to meet the demand the nearest suitable suppliers are to be used.

Production of materials should be done on site, where economies of scale allow e.g. concrete paving blocks should be encouraged which will enable employment creation and also allow for enterprise development.

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

Item

TENDERER'S TO NOTE CONDITIONS

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- a) The contract to be entered into between the Contractor and the Priority Population Group's (PPG's) will be a labour and material sub-contract or labour only depending on the contractor and subcontractor agreement.
- b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.
- c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.
- d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice.
- e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.
- f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.
- g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.

R

91 **CO-ORDINATION**

The Contractor is to co-ordinate and supervise the work of all the PPG's, Sub-Contractors and Nominated Sub-Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner and acceptable quality standards in accordance with the specifications as no claims for extras in this connection will be entertained.

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92 ATTENDANCE

The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.

Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.

This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.

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

Item

93 E12.9 EPWP CONTRACT FOR LABOUR

It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.

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94	<p>E12.10 EPWP SCOPE of WORK</p> <p>Note:</p> <p>Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;</p> <p>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5m</p> <p>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>iv) External works such as landscaping; cleaning; paving; fencing; tarmac; etc.</p> <p>F:.....V:..... T:.....</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
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**Note:**

It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.

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.

**Carried Forward**

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	<b>Brought Forward</b>		R
95	<p><b><u>Applicable labour laws</u></b></p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>) 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.</p> <p>F:..... V:..... T:.....</p> <p><b><u>HIV/AIDS AWARENES</u></b></p>	Item	
96	<p>Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)</p> <p>Provide and maintain a condom dispenser in terms of Clause 5.1a)</p> <p>F:.....V:..... T:.....</p>	Item	
97	<p>Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)</p> <p>F:..... V:..... T:.....</p>	Item	
98	<p>HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;</p> <p>Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)</p> <p>F:..... V:..... T:.....</p>	Item	
99	<p>Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)</p> <p>F:..... V:..... T:.....</p>	Item	
	<b>Carried Forward</b>		R
	<p>Bill No. 1 Preliminaries</p>		

**Brought Forward**

**Reporting**

100 Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).

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Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.

101 OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work" (Amount brought forward from "Health and Safety Implementation Costing" Bill of Quantities - refer to annexure 7)

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

102 NOTICE BOARD, SITE OFFICE, ETC.

Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.

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

103 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment.

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	<b>Brought Forward</b>		<b>R</b>
104	<p><b>CONTRACT DOCUMENTS</b></p> <p>The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent.</p> <p>F:..... V:..... T:.....</p>	Item	
105	<p><b>GENERAL PREAMBLES</b></p> <p>The Document Preambles will be the “ASAQS Model Preambles for Trades – 2008” and is obtainable from the various Regional Office’s of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p>F:..... V:..... T:.....</p>	Item	
106	<p><b>TRADE NAMES</b></p> <p>Wherever a Trade Name for any product has been described in the Bills of Quantities the Tenderer’s attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Tenders.</p> <p>F:..... V:..... T:.....</p>	Item	
107	<p><b>EXISTING PREMISES OCCUPIED</b></p> <p>Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings.</p> <p>F:..... V:..... T:.....</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
	<p>Bill No. 1 Preliminaries</p>		

	<b>Brought Forward</b>		<b>R</b>
108	<p><b>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT</b></p> <p>The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.</p> <p>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</p> <p>F:..... V:..... T:.....</p>	Item	
109	<p><b>VIEWING THE SITE IN SECURITY AREAS</b></p> <p>If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes.</p> <p>F:..... V:..... T:.....</p>	Item	
110	<p><b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b></p> <p>If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p> <p>F:..... V:..... T:.....</p>	Item	
111	<p><b>ENTRANCE PERMITS TO SECURITY AREAS</b></p> <p>If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.</p> <p>F:..... V:..... T:.....</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
	<p>Bill No. 1 Preliminaries</p>		

	<b>Brought Forward</b>		R
112	<p><b>SECURITY CHECK OF PERSONNEL</b></p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.</p> <p>F:..... V:.....T:.....</p>	Item	
113	<p><b>PROHIBITION ON TAKING PHOTOGRAPHS</b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister.</p> <p>The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.</p> <p>F:..... V:..... T:.....</p>	Item	
114	Needs analysis and enterprise development plan per targeted enterprise	Item	
115	Mentor and interim reporting per targeted enterprise, reports will be required per quarter	Item	
116	Project completion report per targeted enterprise	Item	
	<b>Carried Forward</b>		R
	Bill No. 1 Preliminaries		



Brought Forward

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**MANAGEMENT OF WATER**

117 Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.

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

Item

Carried to Summary

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Bill No. 1  
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Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 2</u></b>			
	<b><u>EXTERNAL WORKS (ALL TRADES)</u></b>			
	<b><u>PREAMBLES</u></b>			
	The descriptions given in the various items below are not necessarily full and complete and reference must be made to the "Standard Preambles To All Trades", "Supplementary Preambles" and "Supplementary Specifications" to this contract for the full requirements of each scheduled item			
	<b><u>SITE CLEARANCE AND BULK LEVELLING</u></b>			
	<b><u>Site clearance</u></b>			
1	Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and stock piled all vegetation and debris.	m2	44 968	
	<b><u>Removal of trees, etc</u></b>			
	<b><u>Cut down and remove trees, grub up roots and fill in holes:</u></b>			
2	Tree stump exceeding 200mm and not exceeding 500mm girth.	No	48	
3	Tree stump exceeding 500mm and not exceeding 1000mm girth.	No	30	
	<b><u>Bulk excavation, filling, etc.</u></b>			
4	Grub up, excavate builder's rubble, plastic, metal, wood, etc. and cart to designated area on site not exceeding a distance of 1km and stockpiles including maintaining stockpiles for duration of the project. (Designated area to be identified by the Engineers)	m3	3 900	
	<b>Carried to Summary</b>			R
	Bill No. 2 External Works			

<b>Bill No</b>	<b><u>FINAL SUMMARY</u></b>	<b>Page No</b>	<b>Amount</b>
1	Preliminaries	33	
2	External Works	34	
	Sub-Total		R
	Value Added Tax (15%)		R
	<b>Carried to Form of Tender</b>		R