



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER

FOR

**FRASERBURG: POLICE STATION INSTALLATION
OF FACILITIES FOR PEOPLE WITH DISABILITIES
AT**

FRASERBURG SAPS

NORTHERN CAPE PROVINCE

DEPARTMENT OF PUBLIC WORKS
KIMBERLEY REGIONAL OFFICES
PRIVATE BAG X5002
KIMBERLEY
8300

PROJECT MANAGER:
M.MODISAKENG

May 2023

DPWI SCAM ALERT!

The Department of Public Works and Infrastructure (DPWI) would like to once again warn members of the public and service providers about a scam doing rounds using personal details of DPWI staff members to scam the public.

Members of the public and those who are doing business with DPWI are cautioned to be extra vigilant around this time of the lockdown, whereby unscrupulous people use any available opportunity to scam them.

If anyone receives such an invitation purporting to be from any staff member, please verify with DPWI by calling the following officials;

Ms Wendy Khumalo
Telephone number: 053 8385359
Email: Wendy.Khumalo@dpw.gov.za

Ms Gail Aysen
Telephone number – 053 8385221
Email – Gail.Aysen@dpw.gov.za .



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

PRICE QUOTATION CLOSING DATE: 29 May 2023

AT 11H00AM

Documents can be downloaded from website: www.publicworks.gov.za

| REFERENCE NO. | SERVICE DESCRIPTIONS: |
|---------------|---|
| CW01/2023 | <p>DPWI:Kimberley: Fraserburg:Police Station Installation Of Facilities For People With Disabilities.</p> <p>Price quotation to be awarded to the highest scoring acceptable bidder. Points will be allocated for:</p> <p>a. Price and Preference: according to formula in PPPFA: Regulations 2022</p> <p><u>NOTE: NOTE:PRICED QUOTATIONS ARE TO BE DELIVERED AT 21-23 MARKET SQUARE, OLD MAGISTRATE BUILDING, KIMBERLEY, 8301 OR SEND VIA EMAIL TO kimberleyscm1@dpw.gov.za or kimberleyscm2@dpw.gov.za</u></p> <p>Contact for Bid information: General Enquiries: Mr. M Qumbelo (SCM) Mr. M Modisakeng (Project Leader) 053 – 838 5224 053 – 838 5240</p> |

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

TENDER NUMBER CW01/2023

CLOSING TIME: 11H00

CLOSING DATE: 29/05/2023

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The **Tax Clearance Certificate for Bid Purposes** from the Receiver of Revenue and the **Bid Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures will be rejected.

BID DOCUMENTS MAY BE POSTED TO

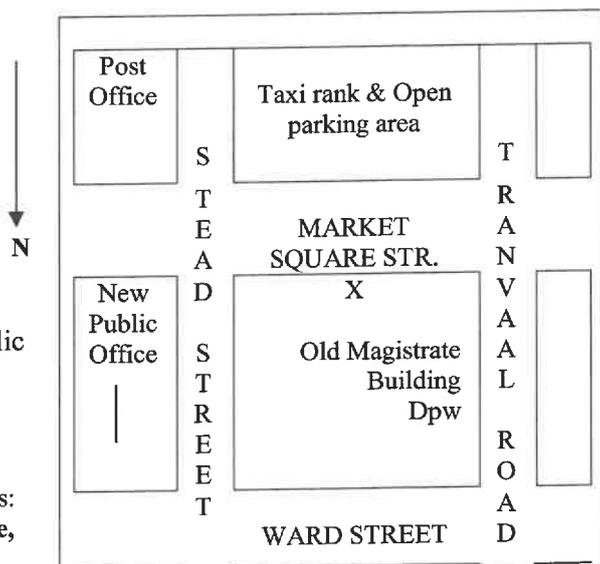
REGIONAL MANAGER
Department of Public Works
Private Bag X5002
KIMBERLEY
8301

ATTENTION: BID SECTION: ROOM N22

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works:
Head Office: **Room 29, Old Magistrate Offices, 21-23 Market Square, Kimberley, 8301.**



The Office of the Department of Public Works is open **Mondays to Fridays 07:30 – 12:45 / 13:30 – 15:30.** However, if the bid is late, it will, as a rule not be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

| | |
|-----------------------|--|
| Project title: | FRASERBURG: POLICE STATION INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES |
|-----------------------|--|

| | | | |
|--------------------------|------------|-------------------------|--------------------|
| Quotation no: | CW01/2023 | Reference no: | 19/2/4/2/2/2386/12 |
| Advertising date: | 22/05/2023 | Closing date: | 29/05/2023 |
| Closing time: | 11h00 | Validity period: | 30 Calendar days |

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 GB or higher, or 1 GB* or higher.**

**Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

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

**Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

| | | |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| 2 | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. |
| 4 | <input checked="" type="checkbox"/> | Submission of (DPW-07 EC): Form of Offer and Acceptance. |
| 5 | <input type="checkbox"/> | Submission of DPW-16 (EC): Site Inspection Meeting Certificate. |
| 6 | <input type="checkbox"/> | Submission of record of attending compulsory virtual bid clarification / site inspection meeting. |
| 7 | <input checked="" type="checkbox"/> | Submission of DPW-21 (EC): Record of Addenda to tender documents. |
| 8 | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. |

Quotation no: CW01/2023

| | | |
|----|-------------------------------------|--|
| 10 | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required |
| 11 | <input type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 12 | <input checked="" type="checkbox"/> | Registration on National Treasury's Central Supplier Database. |
| 13 | <input type="checkbox"/> | |
| 14 | <input type="checkbox"/> | |

2.2 Administrative responsiveness criteria

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

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | Submission of DPW-09 (EC): Particulars of Tenderer's Projects. |
| 4 | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure. |
| 5 | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |
| 6 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 7 | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). |
| 8 | <input checked="" type="checkbox"/> | Submission of DPW-15 (EC): Schedule of proposed sub-contractors |
| 9 | <input type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request. |
| 10 | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 11 | <input type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 12 | <input type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer (Including proposed sub-contractor). |
| 13 | <input type="checkbox"/> | |
| 14 | <input type="checkbox"/> | |

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3. Method to be used to calculate points for specific goals

| For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable. | | | |
|---|--|---------------------------------------|--|
| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
| 1. | An EME or QSE which is at least 51% owned by black people. | 10 | ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration) |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area. | 2 | Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement |
| 3. | An EME or QSE which is at least 51% owned by women | 4 | ID Copy or CSD Report or CIPC (Company Registrations) |
| 4. | An EME or QSE which is at least 51% owned by people with disability. | 2 | Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDASA) |
| 5. | An EME or QSE which is at least 51% owned by youth. | 2 | ID Copy or CSD Report Or CIPC |

4. Indicate the functionality criteria if applicable to this bid: *not applicable*

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 3 and above are subjected to functionality.

Note: Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

| Functionality criteria: | Weighting factor: |
|-------------------------|-------------------|
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| | |
| Total | 100 Points |

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

| | |
|---|--|
| Minimum functionality score to qualify for further evaluation: | |
|---|--|

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

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

5. BID EVALUATION METHOD

This bid will be evaluated according to the 80/20 Preference points scoring system:

| |
|--|
| <input checked="" type="checkbox"/> 80/20 Preference points scoring system |
|--|

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

6.1 Technical risks:

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

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

6.2 Commercial risks:

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

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

7. COLLECTION OF QUOTATION DOCUMENTS

Quotation documents are available for collection during working hours

Alternatively; quotation documents may be collected during working hours at the following address . A non-refundable bid deposit of R payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

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

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

| | | | |
|-----------------------|-----|----------------|-----|
| Venue: | N/A | | |
| Virtual meeting Link: | N/A | | |
| Date: | N/A | Starting time: | N/A |

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

| | | | |
|------------------------------|-------------------------------|----------------------|--------------|
| DPWI Project Manager: | M MODISAKENG | Telephone no: | 053 838 5240 |
| Cellular phone no: | 066 217 5621 | Fax no: | N/A |
| E-mail: | mackwin.modisakeng@dpw.gov.za | | |

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10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

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

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

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

| | | |
|--|------------------|--|
| <p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8301</p> <p>Attention: Procurement section: Room N33</p> | <p>OR</p> | <p>Deposited in the tender box at:</p> <p>21-23 Market Square, Kimberley 8301. Old Magistrates Building Old Magistrate Building Phakamile Mabija Tender/Quote Box By Security</p> |
|--|------------------|--|

11. COMPILED BY:

| | | |
|--------------------------------|--|-------------------|
| <p>M MODISAKENG</p> |  | <p>2023/05/12</p> |
| <p>Name of Project Manager</p> | <p>Signature</p> | <p>Date</p> |

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

| | | | |
|---------------------------|--|----------------------|--------------------|
| Project title: | FRASERBURG: POLICE STATION INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES | | |
| Tender / Quote no: | CW01/2023 | Reference no: | 19/2/4/2/2/2386/12 |
| Receipt Number: | | | |

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

| Tender document name | Number of pages issued | Returnable document |
|--|------------------------|---------------------|
| Form of Offer and Acceptance (DPW-07 EC) | 4 Pages | Yes |
| Bidder's Disclosure (PA-11) | 4 Pages | Yes |
| Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i> | 1 Page | Yes |
| Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i> | 2 Pages | Yes |
| Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i> | 3 Pages | Yes |
| Preference points claim form in terms of the Preferential Procurement Regulations 2022 (PA – 16) | 5 Pages | Yes |
| Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40) | 2 Pages | Yes |
| Registration on National Treasury's Central Supplier Database (CSD). | - | Yes |
| Particulars of Tenderer's Projects (DPW-09 EC) | 2 Pages | Yes |
| Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> . | 1 Page | |
| Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> . | 1 Page | |
| Record of Addenda to tender documents (DPW-21 EC) | 1 Page | Yes |
| Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2022 <i>(if applicable)</i> . | N/A | |
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* In compliance with the requirements of the CIDB SFU Annexure G

Tender no:

Tender no: **CW01/2023**

- 2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**
Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

| Tender document name | Number of pages issued | Returnable document |
|---|------------------------|---------------------|
| Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>) | - | Yes |
| | | |
| | | |
| | | |

- 3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

| Tender document name | Number of pages issued | Returnable document |
|---|------------------------|---------------------|
| Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>) | 1 Page | Yes |
| Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>) | 1 Page | Yes |
| Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>) | n/a Pages | Yes |
| Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>) | 1 Page | Yes |

- 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
 (Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

| Tender document name | Number of pages issued | Returnable document |
|---|------------------------|---|
| Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) | 1-14 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Fully priced and completed sectional summary- and final summary pages with the tender. | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>insert document name</i> | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>insert document name</i> | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>insert document name</i> | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Tender no: **CW01/2023**

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

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

Signed by the Tenderer:

| Name of representative | Signature | Date |
|-------------------------------|------------------|-------------|
| | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|----|---|---|-----|------|---|
| | <p><u>BILL NO 1</u></p> <p><u>PRELIMINARIES AND GENERAL</u></p> <p><u>General Requirements And Preparation Work</u></p> <p>Bidders are required to price the sections under the item column where "item" is placed.</p> <p>TAKING POSSESSION:</p> <p>1 The successful Tenderer will be required to take possession of the property on notification of acceptance of his tender. Any loss or damage to the property after that date will be to the account of the Contractor and on no account will any claim for compensation be entertained in connection with any loss or damage.</p> <p>PLANT, ETC.:</p> <p>2 The Contractor shall provide all necessary labour, plant and transport for the carrying out of the work in a satisfactory manner and to the satisfaction of the Representative/Agent.</p> <p>MAKING GOOD(provisional):</p> <p>3 The Contractor must make good in all trades to any adjacent work damaged or disturbed through the demolitions with all the necessary new materials to match and leave complete and perfect in every respect.</p> <p>REGULATIONS:</p> <p>4 The Contractor shall comply with all Government, Local Management, Occupational Health and Safety and other regulations, governing the demolition of buildings, and shall pay all fees legally payable and shall make provision for such amounts in his tender.</p> <p>5 EPWP Provisioning of OHS compliance (Provisioning of EPWP labelled Overalls, EPWP labelled hardhats and safety boots) and monthly administration. Payment to only be given on submission of proof of purchases having been made</p> <p>.....</p> <p>TOTAL (TO BE CARRIED TO SUMMARY ON PAGE 14) FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES BILL NO. 1 PRELIMINARIES AND GENERAL</p> | <p>Item</p> <p>Item</p> <p>Item</p> <p>item</p> <p>item</p> | | | <p></p> |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|--------------|---|------|-----|------|-----------------|
| | <p><u>BILL NO.2</u></p> <p><u>ALTERATIONS (PROVISIONAL)</u></p> <p><u>General</u></p> <p><u>Repairing of existing work</u></p> <p>The contractor must allow for making good in all trades to existing work where damaged or disturbed through alterations with all necessary new materials to match existing and leave complete and perfect in every respect</p> <p><u>Exiting material must be carted away including in the rates</u></p> <p>Existing material from the alterations which are not decried as "re-use" or "hand over" and all rubble, must be carted away on regular intervals and not stored on site Existing material shall not be re-used No existing material shall be allowed to be re-used if not described as "Set aside and re-use"</p> <p><u>Existing Material must be set aside for re-use</u></p> <p>Materials described as "set aside for re-use" shall mean that special care must be taken in the removal of any material earmarked for re-use and must be stored in a dry and protected place, until it is needed. Damage to material earmarked for re-use during the removal, store and refixing thereof shall be at the contractor's expense</p> <p><u>Repairing</u></p> <p>The purpose of repairing an item is to leave such an item in a perfect condition on completion of the works, therefor the term "repair" includes a thorough inspection of the current condition of the item, defining any defects and defect components, preparation of the affected area before rectifying the defects and replacing defect components with new components</p> | | | | |
| TOTAL | | | | | NO PRICE |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|----|---|------|-----|------|--------|
| | <p><u>Servicing</u></p> <p>The purpose of “servicing” an item is to leave such an item in a perfectly working order on completion of the works, therefor the term “service” includes a thorough inspection of the current working order of the item , defining any defects and defect components, preparation of the affected area before rectifying the defects and replacing defect components with new components</p> <p><u>SANITARY FITTINGS</u></p> <p>Carefully take off and safely set aside sanitary fittings, including disconnecting pipes from fittings and make good existing finishes where removed unless otherwise stated in item description (new tiles elsewhere measured)</p> <p><u>REPLACING OF TAPS, VALVES, ETC.</u></p> <p>New taps should be connected to all existing disconnected traps, valves, water supply pipes, etc.</p> <p>Cobra Watertech or other approved</p> <p><u>Service pipes</u></p> | | | | |
| 1 | 15mm Flexi connector | no | 3 | | |
| | <p><u>Chrome plated taps, etc.</u></p> | | | | |
| 2 | 15mm "503-21" Elbow Action Pillertap long arm plated tap | no | 2 | | |
| | <p><u>Valves, etc.</u></p> | | | | |
| 3 | 15mm "232/350" Chrome plated angle regulating valve, with 350mm long service connection | no | 3 | | |
| | <p><u>Servicing of the existing paraplegic toilet</u></p> | | | | |
| 4 | Replace of existing toilet cistern flushing mechanism/system and leave in working order | no | 1 | | |
| | <p><u>METALWORKS</u></p> <p>Welding to existing handrail structure</p> | | | | |
| | TOTAL | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|--|---|------|-----|------|--------|
| <u>ITEMS TO BE APPLIED TO EXISTING STRUCTURES</u> | | | | | |
| 5 | 1500mmX350mm Anti-Slip Silicone Carbide surface Stair Tread with Yellow colour stair nosing, or other approved, to be applied to landings and stairs | no | 5 | | |
| 6 | 100mm wide Anti-slip tape to be applied at 500mm centres on top of existing ramp | m | 10 | | |
| 7 | Prepare exiting floor and landing surfaces by chipping way 60mm worth of surface thickness to create a recess for the truncated tiles (elsewhere measured) to be placed. | m2 | 1 | | |
| 8 | 400x400x60mm yellow painted trunkated/tactil pavers, or other specified, to be placed on floors,landing or paving areas | no | 6 | | |
| <u>Alteration to front desk</u> | | | | | |
| 9 | Carefully cut the 20mm thick Granite desktop canter by the area between the two existing cabinets of the front desk top by 1000mmx1000mm and carefully set as site for reused and make good sides of granite where cutting was made | m2 | 1 | | |
| 10 | Carefully reduce the existing 1100mm high titled brick wall at the canter by the area between the two existing cabinets, down to 750mm and make good the reduced titled surface and wall | m2 | 1 | | |
| <u>Alteration to existing handrails</u> | | | | | |
| 11 | The bottom side of the ramp's handrail to receive an extension. Ramp extension to run from the top side of the handrail to the ground Rail to be constructed by the same type of streel pipe handrails as existing. The Rail's steel is to be approximately 50mm in diameter and 3m thick. The extension to be neatly welded from the existing steel handrail and to have an L-curve at the end of rail and to be turned down to ground and cast in 300x300x450mm concrete footing. | m | 5 | | |
| TOTAL | | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|----|--|------|-----|------|--------|
| | <p><u>BILL NO.3</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p><u>Cost of tests</u></p> <p>The cost of making storing and testing of concrete cubes as required under clause 7 "tests "of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the project manager. the testing shall be undertaken by an independent firm or institution nominated by the contractor for the approval of the project manager (test cubes are measured separately)</p> <p><u>Formwork</u></p> <p><u>General</u></p> <p>Description of Formwork shall be deemed to include use and waste only (except where described as "left in "or permanent"), or fitting together in the required forms wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p><u>CONCRETE</u></p> <p><u>25MPa/19mm UNREINFORCED CONCRETE</u></p> <p>1 Ramp with flared sides (slope to be determined on site with Department Representative) [see Illustration Ref:3]</p> <p><u>CONCRETE SUNDRIES</u></p> <p><u>Finishing top surfaces of concrete to an evenly ribbed non-slip surface</u></p> <p>2 Landings, treads and ramps to fails</p> <p>3 Making and testing 150x150x150mm concrete test cubes</p> | | | | |
| | TOTAL | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|---|--|------|-----|------|--------|
| | <p><u>FORMWORK</u></p> <p><u>General</u></p> <p><u>Unless otherwise stated formwork shall be measured to net surfaces of concrete to be supported and descriptions shall be deemed to include intersections, holes, propping, maintaining and removing</u></p> <p><u>ROUGH FORMWORK</u></p> <p><u>Rough formwork to sides</u></p> <p>4 Edges, risers, end and reveals not exceeding 300mm high or wide</p> <p>.....</p> | m | 6 | | |
| <p>TOTAL (TO BE CARRIED TO SUMMARY ON PAGE 14) FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES BILL NO. 3 CONCRETE, FORMWORK AND REINFORCEMENT</p> | | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|--|---|------|-----|------|--------|
| BILL NO.4 | | | | | |
| | <u>CARPENTRY AND JOINERY</u> | | | | |
| | <u>FITTINGS</u> | | | | |
| | <u>General</u> | | | | |
| | <p>The following fittings has been measured as a complete unit i.e. the components of the units have not been separately measured. The descriptions, therefore, of the unit shall be deemed to include all components, assembling, housing, notching, gluing, blocking, planting on and screwing with countersunk screws, edges strips, decorative plastic finish, ironmongery, etc.</p> <p>Granite worktop to match existing worktop. Dimension and varnishes are approximations of the existing desktop</p> | | | | |
| | <u>Worktops and Counter Top</u> | | | | |
| 1 | <p>1450mm long x 1000mm wide 20mm thick Black Granite worktop including supporting brackets and screws for mounting to safety frame (frame measured elsewhere). Worktop to have an overhaving of 450mm</p> | no | 1 | | |
| | <u>Signage</u> | | | | |
| 2 | <p>Male, Female and Peraplegic, Direction Arrow Sign to be supplied with holes, suspended from ceiling with chromuim plated chains 2.2meter from clor [see Illustration Ref:8]</p> | no | 2 | | |
| <p>TOTAL (TO BE CARRIED TO SUMMARY ON PAGE 14) FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES BILL NO. 4 CARPENTRY AND JOINERY</p> | | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|----|---|------|-----|------|--------|
| | <p><u>BILL NO.5</u></p> <p><u>METALWORK (PROVISIONAL)</u></p> <p><u>GALVANIZED PRESSED STEEL DOOR FRAMES (PROVISIONAL)</u></p> <p><u>Welded frames, posts, etc.</u></p> <p><u>Safety Desk Frame (provisional)</u></p> <p>All Steel work to be 350 grade steel. All steel work to be supplied with a Primer Coat, Prepare and apply a Universal Undercoat and Two coats or Enamel Paint</p> <p>1 Safety frame to protrude by 490mm from existing desk and to be 990mm in height from floor to existing desk.</p> <p>Frame to be constructed of two 30x30x4mm thick steel pipe frames bended as indicated on attached illustration Ref: each frame to be neatly welded to a fixed 80x50x5mm steel plate with rounded edges bolted to floor using 10mm diameter Rawl Bolts. Top of each frame to be neatly welded to a 90mm diameter and 4mm thick rounded fixed plate with rounded edges bolted to tiled desk wall</p> <p>Each Frame to include 30x30x4mm angle iron frame fixed below granite worktop (worktop measured elsewhere) and fixed against existing tilted desk wall with 50x30x4mm Cleats Welded to angle iron and fixed to existing tilted desk wall with 70mm long couch screws</p> <p>[see Illustration Ref:5,6 and 7]</p> <p><u>Signage (provisional)</u></p> <p>2 500mmX500mm steel squared Paraplegic Parking Sign bolted to post (measured elsewhere) [see Illustration Ref:1]</p> | no | 1 | | |
| | TOTAL | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|--|--|------|-----|------|--------|
| 3 | <p><u>Post (provisional)</u></p> <p>Signage post 500mmX500mm , formed of and including 76mm diameter x 3mm thick hollow section tube, 3000mm long; bottom end of post fitted with and including 12mm diameter x 200mm long solid bar let through two holes in post, bar welded solid all round to post; top of post closed off with and including 76mm diameter x 6mm thick cover plate welded on; top end of post fitted with and including welded-on 500 x 600mm frame formed of and including 25x25x1.6mm thick square hollow section tubing post. including post casted in concrete BASE 200mmX200mmX300mm [see Illustration Ref:1]</p> | no | 1 | | |
| 4 | <p><u>SPECIALISED EQUIPMENT FOR DISABLED (provisional)</u></p> <p>Evacuation Stair Chair including wall mounting kit for chair </p> | no | 1 | | |
| <p>TOTAL (TO BE CARRIED TO SUMMARY ON PAGE 14) FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES Bill No. 5 METALWORK</p> | | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|----|---|------|-----|------|--------|
| | <p><u>BILL NO.6</u></p> <p><u>PAINTWORK (provisional)</u></p> <p><u>General</u></p> <p>All primers, emulsion paints, enamels, stains, varnish, etc. are to comply with the relevant SANS Specification</p> <p><u>SIGNWRITING</u></p> <p><u>A single component, quick drying, high build, modified acrylic road & yellow coloured line marking paint</u></p> <p><u>ON TARMACADAM OR PRECAST CONCRETE PAVING</u></p> <p>1 Lines, 100mm wide (provisional)</p> <p>2 Paraplegic signage, 1000 x 1200mm</p> <p>[see Illustration Ref:2]</p> <p>.....</p> | | | | |
| | <p>TOTAL (TO BE CARRIED TO SUMMARY ON PAGE 14)</p> <p>FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES</p> <p>BILL NO. 6</p> <p>PAINTWORK</p> | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|----|--|---|---|------|--------|
| | <p><u>BILL NO.7</u></p> <p><u>ELECTRICAL WORKS</u></p> <p><u>General</u></p> <p>All electrical cables are to be surface mounted and neatly installed, complete with cable clamps</p> <p>Motion light sensor switch to be routed to existing light connection within the paraplegic toilet</p> <p>Electrical connection for the alarm system to be routed to alarm button and then directly to the Distribution Box. Alarm system to have its own Circuit Breaker within the</p> <p><u>Light witches, motion sensors, etc</u></p> <p>1 Indoor motion sensor for light with reaching angles of 120-140 degrees, and the sensing range of 3-12 meters OR OTHER APPROVED . Motion sensor to be mounted to the center of ceiling of the existing paraplegic toilet.</p> <p>2 Glow in the dark Alarm System Panic Button OR OTHER APPROVED. Button to be hardwired to alarm system (measured elsewhere). Button ot be mount 820mm form floor level</p> <p><u>Alarm systems</u></p> <p>3 230V Alarm Bell and warning light combined system. Bell to reach up to 130db decibels. Light to be anti-shock and highlight LED lamp beads with clear warning effect at daytime. System to have a Firm metal base with mounts OR OTHER APPROVED. System to be installed on top the door outside of the door outside the paraplegic toilet.</p> <p><u>Cables</u></p> <p>4 1.5mm suffix cable for motion sensing light switch. Including cable clips</p> <p>5 4 Core Stranded cable for Alarm system Including cable clips Including cable clips</p> | <p></p> <p>no</p> <p>no</p> <p>no</p> <p>m</p> <p>m</p> | <p>1</p> <p>1</p> <p>1</p> <p>3</p> <p>10</p> | | |
| | TOTAL | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| NO | DESCRIPTIONS | ITEM | QTY | RATE | AMOUNT |
|---|---|------|-----|------|--------|
| | <u>Circuit breaker</u> | | | | |
| 6 | 1 Pole 3KA 10AMP Circuit breaker | no | 1 | | |
| | <u>Certificate of Compliance</u> | | | | |
| 7 | Contractor to provide a Certificate of Compliance for electrical installation | no | 1 | | |
| <p>TOTAL (TO BE CARRIED TO SUMMARY ON PAGE 14) FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES BILL NO. 7 ELECTRICAL WORKS</p> | | | | | |

FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

| BILL NO | description | Page No | Price |
|---------|---|---------|-------|
| 1 | <u>PRELIMINARIES AND GENERAL</u> | 1 | |
| 2 | <u>ALTERATIONS (PROVISIONAL)</u> | 5 | |
| 3 | <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> | 7 | |
| 4 | <u>CARPENTRY AND JOINERY</u> | 8 | |
| 5 | <u>METALWORK (PROVISIONAL)</u> | 10 | |
| 6 | <u>PAINTWORK</u> | 11 | |
| | <u>ELECTRICAL WORKS</u> | 13 | |
| | TOTAL/ TOTAL EXCLUDING VAT | | |
| | VAT | 15% | |
| | <p>*If company is not a VAT vendor the following is applicable</p> <ul style="list-style-type: none"> - Leave VAT line item blank - VAT not priced seperately | | |
| | TOTAL INCLUDING VAT | | |
| | <p>.....</p> | | |



DECLARATION – EPWP PROGRAMME

I _____ from the Company

Hereby Undertake To Comply To :

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

1.1 Comply To Implementation Of LIC BOQ Items Specified Elsewhere In The Tender Documents

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS

2.1 Recruitment, Placement And Exposure Training Of ...electrical work..... to Participants

2.2 Comply To EPWP BOQ, Specifications and Code Of Good Practice

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

3.1 Recruitment And Placement Of two (2) Local Labourers

3.2 Comply With Applicable Wage Order/ Determination or Agreement, In Terms of Labour Relations Act or Wage Act

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

Monthly, Prepare And Submit Below EPWP Reports Attached To Monthly Payments Certificate :

- 4.1 All Employees and EPWP Participants Contracts
- 4.2 All Employees And EPWP Participants Certified SA ID Copies
- 4.3 All Employees And EPWP Participants Attendance Registers
- 4.4 All Employees and EPWP Participants Proof Of Payment
- 4.5 EPWP Reports Populated On Standard Templates

5. PENALTY FOR NON COMPLIANCE

Acknowledge Non Compliance Penalty Of R 3000- 00 (Three Thousands Rand) Per Month Per Participants

Signed by : _____
Director of the Company

Company name : _____

Date : _____

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

| | | | |
|-------------------------------|---|----------------------|--------------------|
| Project title: | FRASERBURG: POLICE STATION INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES | | |
| Tender / Quotation no: | CW01/2023 | Reference no: | 19/2/4/2/2/2386/12 |

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

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

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

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

| | |
|-------------------------|-------------------------|
| Rand (in words): | |
| Rand in figures: | R |

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

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

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

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

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

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

Tender / Quotation no: CW01/2023

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

SIGNED FOR THE TENDERER:

| | | |
|------------------------|-----------|------|
| | | |
| Name of representative | Signature | Date |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

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

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

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

SECURITY OFFERED:

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

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

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

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

Tender / Quotation no: CW01/2023

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

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

For the Employer:

| | | |
|-------------------|-----------|------|
| | | |
| Name of signatory | Signature | Date |

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

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

Tender / Quotation no: CW01/2023

| | |
|---------------------------------|---|
| Name of Organisation: | Department of Public Works and Infrastructure |
| Address of Organisation: | |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

Schedule of Deviations

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

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

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

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

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

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

| | | | |
|-------------------------------|---|-------------------------|------------|
| Project title: | FRASERBURG: POLICE STATION INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES | | |
| Tender / quotation no: | CW01/2023 | Closing date: | 29/05/2023 |
| Advertising date: | 22/05/2023 | Validity period: | 30 days |

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

1.1. Current projects

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

Tender no:

1.2. Completed projects

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

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

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

| | |
|-----------------------|---|
| Project title: | FRASERBURG: POLICE STATION INTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES |
|-----------------------|---|

| | | | | | |
|-------------------------------|-----------|----------------|--------|----------------------|--------------------|
| Tender / Quotation no: | CW01/2023 | WCS no: | 056345 | Reference no: | 19/2/4/2/2/2386/12 |
|-------------------------------|-----------|----------------|--------|----------------------|--------------------|

| | |
|--|--|
| | <p>The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p> |
| | <p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p> |

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

| Works description | Refer to document PG01.2 (EC) – Scope of Works for detailed description |
|---|--|
| - Construction of a kerb ramp | |
| - Servicing/refurbishment of existing paraplegic toilet | |
| - Installation of electrical equipment | |
| - Alteration to existing front desk | |
| - Alteration to handrails | |
| - Installation of signages | |
| - Constructing of paraplegic parking | |

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

Tender / Quotation no: CW01/2023

A 2.0 Site [1.1]

| | |
|--------------------|---|
| Erf / stand number | |
| Site address | 54 Rossouw St |
| Township / Suburb | |
| City / Town | Fraserburg |
| Province | Northern Cape |
| Local authority | Karoo Hoogland Municipality/ |
| GPS Coordinates | -31.939331205029305, 21.490510685862613 |

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

| | | | |
|--|--|------------|----------------|
| Official Name of Organ of State / Public Sector Body | Government of the Republic of South Africa in its Department of Public Works & Infrastructure | | |
| Business registration number | Not applicable | VAT number | Not applicable |
| E-mail | | Telephone | |
| Postal address | Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8301 | | |
| Physical address | 21-23 Market Square, Kimberley 8301. Old Magistrates Building Phakamile Mabija Kimberley 8301 | | |

A 3.2 Employer's representative:

| | | | |
|------------------|--|------------------|--------------|
| Name | M. Modisakeng | Telephone number | 053 838 5240 |
| E-mail | mackwin.modisakeng@dpw.gov.za | Mobile number | 066 217 5621 |
| Postal address | Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8301 | | |
| Physical address | 21-23 Market Square, Kimberley 8301. Old Magistrates Building Phakamile Mabija Kimberley 8301 | | |

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| | | | |
|--------------|-----------------------------------|-------------------|-----|
| A 4.0 | Principal Agent [1.1; 6.2] | Discipline | n/a |
|--------------|-----------------------------------|-------------------|-----|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

| | | | |
|--------------|-------------------------|-------------------|-----|
| A 5.0 | Agent [1.1; 6.2] | Discipline | n/a |
|--------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

| | | | |
|--------------|-------------------------|-------------------|-----|
| A 6.0 | Agent [1.1; 6.2] | Discipline | n/a |
|--------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

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| | | | |
|--------------|-------------------------|-------------------|-----|
| A 7.0 | Agent [1.1; 6.2] | Discipline | n/a |
|--------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|--|---|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | | insert postal address insert suburb insert town insert postal code | |
| Physical address | | insert physical address insert suburb insert town insert postal code | |

| | | | |
|--------------|-------------------------|-------------------|-----|
| A 8.0 | Agent [1.1; 6.2] | Discipline | n/a |
|--------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|--|---|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | | insert postal address insert suburb insert town insert postal code | |
| Physical address | | insert physical address insert suburb insert town insert postal code | |

| | | | |
|--------------|-------------------------|-------------------|-----|
| A 9.0 | Agent [1.1; 6.2] | Discipline | n/a |
|--------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|--|---|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | | insert postal address insert suburb insert town insert postal code | |
| Physical address | | insert physical address insert suburb insert town insert postal code | |

Tender / Quotation no: CW01/2023

| | | | |
|---------------|-------------------------|-------------------|-----|
| A 10.0 | Agent [1.1; 6.2] | Discipline | n/a |
|---------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

| | | | |
|---------------|-------------------------|-------------------|-----|
| A 11.0 | Agent [1.1; 6.2] | Discipline | n/a |
|---------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

| | | | |
|---------------|-------------------------|-------------------|-----|
| A 12.0 | Agent [1.1; 6.2] | Discipline | n/a |
|---------------|-------------------------|-------------------|-----|

| | | | |
|-----------------------|---|------------------|--|
| Name | | | |
| Legal entity of above | | Contact person | |
| Practice number | | Telephone number | |
| Country | | Mobile number | |
| E-mail | | | |
| Postal address | insert postal address insert suburb insert town insert postal code | | |
| Physical address | insert physical address insert suburb insert town insert postal code | | |

Tender / Quotation no: CW01/2023

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

| | |
|---|--|
| Bills of quantities: System/Method of measurement | Standard system of measurement of building works 7 th edition |
|---|--|

B 2.0 Law, regulations and notices [2.0]

| | |
|--|-------------------------------------|
| Law applicable to the works, state country [2.1] | Law of the Republic of South Africa |
|--|-------------------------------------|

B 3.0 Offer and acceptance [3.0]

| | |
|---|--------------------|
| Currency applicable to this agreement [3.2] | South African Rand |
|---|--------------------|

B 4.0 Documents [5.0]

| | |
|--|----------|
| The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom | Employer |
| Number of copies of construction information issued to the contractor at no cost [5.6] | 3 |

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

B 5.0 Employer's agents [6.0]

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

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B 6.0 Insurances [10.0]

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

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B 7.0 Obligations of the employer [12.1]

| | |
|---|----------------|
| Existing premises will be in use and occupied [12.1.2] | Applicable |
| If applicable, description: - Contractor to keep in mind that the areas where they will be work will be occupied. Proper OHS consideration should be made - Contractor to take into consideration the schedule of the Police Station when developing | |
| Restriction of working hours [12.1.2] | Applicable |
| If applicable, description: - Contractor will be limited to the operation hours of the facility. If need be, the contractor must request for arrangements to be made with the Police Station officials | |
| Natural features and known services to be preserved by the contractor [12.1.3] | Applicable |
| If applicable, description: Please see the BOQ for what needs to be preserved | |
| Restrictions to the site or areas that the contractor may not occupy [12.1.4] | Applicable |
| If applicable, description: Contractor will be restricted in some areas. Permission for this must be approved by the authorized Police Station Officials. Restricted Areas will be pointed out when site is handed over. Contractor will be required to demarcate | |
| Supply of free issue of material and goods [12.1.10] | Not Applicable |
| If applicable, description: | |

B 8.0 Appointment of Nominated Subcontractors [14.0]

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

B 9.0 Appointment of Selected Subcontractors [15.0]

| | |
|------------------|--|
| Select | If applicable, description of specialisation |
| Specialisation 1 | |
| Specialisation 2 | |
| Specialisation 3 | |
| Specialisation 4 | |
| Specialisation 5 | |

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B 10.0 Appointment of Direct Contractors [16.0]

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

B 11.0 Works to be completed in sections [20.1]

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

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

B12.1 Contract Period

| | |
|--|---------|
| Contract period [B18: 1.2]: Period in months as indicated, include time for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion | |
| The contract period is determined as follows (Period/s indicated in months): | |
| Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent | 21 days |

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| | |
|--|----------|
| Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent | 21 days |
| Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1] | 4 months |
| Period to achieve Works Completion Refer B18.0 [19.8] | n/a |
| Defect liability period up to and including Final Completion | 3 |
| Total Contract period [B18: 1.2] | 8 months |
| Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1] | R 120 |

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

| | |
|--|------------|
| Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods. | Applicable |
| The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1] | 4 months |
| Period for inspection in working days by the principal agent [19.3] | |
| Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1] | R120 |
| Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R 36 |
| Penalty amount per calendar day for late Final Completion [21] : Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R 18 |

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

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

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

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

| Criteria to achieve Practical Completion not covered in the definition of practical completion | |
|--|---|
| 13.1 | Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate |
| 13.2 | All relevant CoCs |
| 13.3 | All guarantees |
| 13.4 | Training on electrical, security and mechanical installations if contractually required |
| 13.5 | Maintenance / operating manuals |
| 13.6 | CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation |
| 13.7 | |
| 13.8 | |
| 13.9 | |
| 13.10 | |

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B 14.0 Defects liability period [21.0]

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

| Select | If applicable, description of applicable elements |
|--------|--|
| 14.1 | Emergency generator/s |
| 14.2 | Air conditioning system and plant |
| 14.3 | Security system/s (e.g. Access control, Intruder alarm, etc.) |
| 14.4 | Electrical equipment (e.g. Electric operated doors, Electric motors, etc.) |
| 14.5 | Lifts |
| 14.6 | Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.) |
| 14.7 | Civil works |
| 14.8 | Landscaping including automated systems (irrigation) |
| 14.9 | |
| 14.10 | |

B 15.0 Payment [25.0]

| | |
|--|---|
| Date of month for issue of regular payment certificates Refer B18.0 [25.2] | 31 st (Last day of Each month) |
| Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5] | Not Applicable |
| If applicable, method to calculate | CPAP |
| Employer shall pay the contractor within: Refer B18.0 [25.10] | Thirty (30) calendar days |

B 16.0 Dispute resolution [30.0]

| | |
|-------------------------|--|
| Mediation | Applicable |
| Name of nominating body | Association of Arbitrators (Southern Africa) |
| Appointment of Mediator | State Attorney |
| Litigation | Court with Jurisdiction |

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B 17.0 JBCC® General Preliminaries - selections

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

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

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

1.2 Definitions

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

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

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

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

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

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

DEFAULT INTEREST: No clause.

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

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

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

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

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

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

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

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| 9.2.9 | No clause. |
| 9.2.10 | No clause. |
| 9.3 | Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected. |
| 10.1 | Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2]. |
| 10.1.5.1 | Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: |
| 10.1.5.1.1 | Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs. |
| 10.1.5.1.2 | Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract. |
| 10.1.5.1.3 | Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy. |

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| 10.1.5.1.4 | <p>Add the following as clause 10.1.5.1.4: The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.</p> |
| 10.2 | <p>Replace clause with the following: Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.</p> |
| 10.6 | No clause. |
| 10.11 | <p>Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.</p> |
| 11.1 | <p>Add the following to clause 11.1. In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT). In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected. The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.</p> |
| 11.1.1 | No clause. |
| 11.1.2 | No clause. |
| 11.2.2 | No clause. |
| 11.3 | No clause. |
| 11.4.1 | <p>Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p> |
| 11.5 | No clause. |
| 11.6 | No clause. |

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| 11.7 | No clause. |
| 11.8 | No clause. |
| 11.9 | No clause. |
| 11.10 | No clause. |
| 11.11 | Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected: |
| 11.11.1 | Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> . |
| 11.11.2 | Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor. |
| 11.11.3. | Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT). |
| 11.11.4 | Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT). |
| 11.11.5 | Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor. |
| 11.11.6 | Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party. |
| 11.12 | Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected: |
| 11.12.1 | Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> . |
| 11.12.2 | Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender. |

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| 11.12.3 | Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring. |
| 11.12.4 | Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee. |
| 11.13 | Add the following as clause 11.13 Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected: |
| 11.13.1 | Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT). |
| 11.13.2 | Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion. |
| 11.13.3 | Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring. |
| 11.13.4 | Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5. |
| 11.13.5 | Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both. |
| 11.14.1 | Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: |
| 11.14.2 | Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> . |
| 11.14.3 | Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor. |
| 11.14.4 | Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5. |
| 11.14.5 | Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both. |

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| 11.15 | Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected: |
| 11.15.1 | Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10. |
| 11.15.2 | Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor. |
| 11.16 | Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement. |
| 11.17 | Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT). |
| 12.1.1 | No Clause. |
| 12.1.5 | Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22. |
| 12.1.6 | No clause. |
| 12.1.8 | No clause. |
| 12.2.2 | Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum . |
| 12.2.5 | Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD]. |
| 12.2.13 | Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor. |
| 12.2.22 | Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). |

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

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

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

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

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

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

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

Tender / Quotation no: CW01/2023

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

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

| | | |
|-----|--|-----------------------|
| (a) | Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. (Applicable to all projects above R30 Mil for all class of works categories) | Not applicable |
| (b) | Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period) | Not applicable |
| (c) | Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period) | Not applicable |
| (d) | Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require Grade 7 to 9 cidb grading, i.e. R20 000 001 and above with minimum 12 month construction period) | Not applicable |
| (e) | cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require 7GB or 7CE cidb grading, i.e. R20 000 001 and above with minimum 6 month construction period) | Not applicable |
| (f) | cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. (Applicable to projects which require cidb Grade 7 and above for all class of works categories, i.e. R20 000 001 and above with minimum 12 month construction period) | Not applicable |
| (g) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract. (Applicable to projects with a minimum contract value R2 Mil and minimum 12 month construction period.) | Not applicable |

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| | | |
|-----|--|-----------------------|
| (h) | Labour Intensive Works – Condition of Contract. (Applicable to all CE projects and all GB projects \geq R30 million) | Not applicable |
| (i) | | Select |
| (j) | | Select |

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

| | | | |
|----|--|--|--|
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

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

Note:

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

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

- The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

| | 80/20 |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and Specific Goals | 100 |

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|--|---------------------------------------|--|
| 1. | An EME or QSE which is at least 51% owned by black people | 10 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • Or • CSD Report • Or • CIPC (company registration) |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | <ul style="list-style-type: none"> • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement |
| 3. | An EME or QSE which is at least 51% owned by women | 4 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • CSD Report • Or • CIPC (company registration) |

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|--|---------------------------------------|--|
| 4. | An EME or QSE which is at least 51% owned by people with disability | 2 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • Or • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDASA) • Or • CSD Report • Or • CIPC (company registration) |
| 5. | An EME or QSE which is at least 51% owned by youth . | 2 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • CSD Report • Or • CIPC (company registration) |

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

All Acquisitions

Table 2

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|--|---------------------------------------|--|
| 1. | An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) | 10 | <ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • Or • CSD Report • Or • CIPC (company registration) |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement |
| 3. | An EME or QSE or any entity which is at least 51% owned by women | 4 | <ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration) |
| 4. | An EME or QSE or any entity which is at least 51% owned by people with disability | 2 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or |

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|---|---------------------------------------|--|
| | | | <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) • Or • CSD Report • Or • CIPC (company registration) |
| 5. | An EME or QSE or any entity which is at least 51% owned by youth . | 2 | <ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration) |

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions

Table 3

| Serial No | Specific Goals | Preference Points allocated out of 10 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|--|---------------------------------------|--|
| 1. | An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) | 4 | <ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBEE Certificate or sworn affidavit where applicable • Or |

| Serial No | Specific Goals | Preference Points allocated out of 10 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|--|---------------------------------------|---|
| | | | <ul style="list-style-type: none"> • CSD Report • Or • CIPC (company registration) |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement |
| 3. | An EME or QSE or any entity which is at least 51% owned by women | 2 | <ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration) |
| 4. | An EME or QSE or any entity which is at least 51% owned by people with disability OR | 2 | <ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDASA) |

| Serial No | Specific Goals | Preference Points allocated out of 10 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|---|---------------------------------------|--|
| | An EME or QSE or any entity which is at least 51% owned by youth . | | <ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration) |

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| 1. An EME or QSE which is at least 51% owned by black people (Mandatory). | | 10 | | |
| 2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | | 2 | | |
| 3. An EME or QSE which is at least 51% owned by women | | 4 | | |
| 4. An EME or QSE which is at least 51% owned by people with disability | | 2 | | |
| 5. An EME or QSE which is at least 51% owned by youth.* | | 2 | | |

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

| | |
|-------------------------------|------------------|
| | |
| Name of representative | Signature |
| | Date |



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION

FOR

**FRASERBURG: POLICE STATION INSTALLATION OF
FACILITIES FOR PEOPLE WITH DISABILITIES
MANAGED BY**

**THE DEPARTMENT OF
PUBLIC WORKS**

OHS Manager: Wendy Mbolekwa

1. BACKGROUND

In terms of the Construction Regulation 5(1) (b), 2014 of the Occupational Health and Safety Act, No. 85 of 1993, the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

2. SCOPE

The scope is the development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the construction work: **INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES: FRASERBURG, POLICE STATION INSTALLATION**

The following will be included in the scope of work:

- Concrete work in ramps,
- Fixing of handrails,
- Paving and repairs to floor covering inside the occupied court building
- New or changes to ablution facilities and in Cash hall,
- Changes to counter and at some places.
- Minor or no work to electrical installation.
- New doorbell in disable toilet.

Also refer to the scope of work as per Bill of Quantities in tender document

3. DEFINITIONS

Act: means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Asbestos Work: Means work that exposes or is likely to expose any person to asbestos dust.

Client: means any person for whom construction work is performed Client's Health and Safety Agent: Not applicable

Competent person: means any person having the knowledge, training, experience and qualifications specific to the work or task being performed.

Construction work: means any work in connection with—

- The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- The moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

Contractor: means an employer, as defined in section 1 of the Occupational Health and Safety Act, who performs construction work and includes principal contractors;

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

Health and safety file: means a file or other record in permanent form, containing the information required as contemplated in these regulations;

Health and safety plan: means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

Health and safety specification: means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

HCS: Hazardous Chemical Substances;

MSDS: Material Safety Data Sheet;

PPE: Personal Protective Equipment;

Principal contractor: means an employer, as defined in section 1 of the Occupational Health and Safety Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

Risk assessment: means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

Structure means-

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) Any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

Designer: means a **competent** person who

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;

- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

Construction manager: means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

Construction site: means a work place where construction work is being performed.

4. OH&S MANAGEMENT

4.1 Structure and Organisation of OH&S Responsibilities

4.1.1. Overall Supervision and Responsibility for OH&S

- The Client to ensure that the Principal Contractor, is appointed in terms of Construction Regulation 5(1)(k), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that his Employees (as defined in the Act) complies with the Act. Legal Compliance Audit may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms.
- The Construction Manager, Assistant Construction Manager, Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction.

Regulation 8.

4.1.2 Further (Specific) Responsibilities for OH&S

The contractor shall note that it is a generic list only and is intended for use as a guideline.

Appointment Section/Regulation in OHS Act

- Construction Manager (Construction Regulation 8(1))
- Construction Supervisor (Construction Regulation 8(7))
- Electrical Installation and Appliances Inspector (Construction Regulation 24)
- Fall Protection Plan Developer (Construction Regulation 10)
- First Aider (General Safety Regulation 3)
- Fire Equipment Inspector (Construction Regulation 29)
- Incident Investigator (General Admin Regulation 9)
- Ladder Inspector (General Safety Regulation 13A)
- Risk Assessor (Construction Regulation 9)
- OH&S Officer (Construction Regulation 8(5))
- OH&S Representatives (OHS Act Section 17)
- Scaffolding Supervisor (Construction Regulation 16)
- Stacking & Storage Supervisor (Construction Regulation 28)

The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees.

The principal contractor shall, furthermore, provide the clients agent with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

Where necessary (As per hazards and risks identified), or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a fulltime competent construction safety officer. The principal contractor shall appoint as a minimum a part time competent safety officer.

4.2 Communication & Liaison

4.2.1 OH&S Liaison between the Client and the principal Contractor,

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee or Committee established by Client for this purpose.

4.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

4.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

4.2.4 The Principal Contractor will be responsible for the dissemination of all relevant

OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

4.3 OH&S File

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a health & safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

The following documents must inter alia be kept in the OH&S file:

- * Notification of Construction Work (Construction Regulation 4.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer – Construction Regulation 5(1)(j)
- * OH&S Plan agreed with client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5(1)(l))
- * Designs/drawings (Construction Regulation 6&7)

* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 7)

* Competency Certificates

* Occupational Medical Certificates of all personnel working on site to proof Fitness to work.

* Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- Excavations Inspection
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Electrical Installation and –Machinery Inspections
- Fire Equipment Inspection & Maintenance
- Inspection of Ladders
- Inspection of Pressure Equipment
- Demolition Work
- First Aid Boxes
- Personal Protective Equipment
- Portable Electrical Equipment

4.6. Arrangements for Monitoring and Review

4.6.1. Monthly Audit by Client

The Client will be conducting monthly Audits to comply with Construction Regulation 5(1)(o) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

4.6.2. Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

4.6.3. A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

4.6.4. Reports

4.6.4.1 The Principal Contractor is required to provide the Client with a monthly report.

4.6.4.2 The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

* dies

* becomes unconscious

* loses a limb or part of a limb

* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed.

4.6.4.3. The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports.

4.6.5. Review

4.6.5.1 The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

4.7 Site Rules and other Restrictions

4.7.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

4.7.2. Security Arrangements

4.7.2.1 The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

4.8 Training

The contents and syllabi of all training required by the Act and Regulations to be included in the Principal Contractor's OH&S Plan.

4.8.1 General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction training

4.8.2 Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site-Specific OH&S Induction training.

4.9. Accident and Incident Investigation

4.9.1 The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

4.9.2. The results of the investigation to be entered into the Accident/Incident Register Annexure 1) (General Administrative Regulation 9)

4.9.3. The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

4.10 H&S Representatives and Committees

Not applicable on this project

5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

5.1. The Contractor shall provide, maintain and enforce the usage of PPE for all the personnel on site at all times. The following PPE shall be compulsory on site:

- a) Safety helmets;
- b) Safety footwear with steel toe cap and steel sole plate;
- c) Overalls; and
- d) Dust masks of the appropriate standard shall be provided for activities generating dust or fume.

5.2. The Contractor shall maintain and update all PPE issuance records.

6. FACILITIES FOR PERSONS WITH DISABILITIES

6.1. All designs must conform to SANS 10400-S: 2011 – Facilities for persons with disabilities **WITHOUT ANY EXCEPTION**

7. TEMPORARY ELECTRICAL INSTALLATIONS AT THE SITE

7.1. All temporary electrical installations, equipment and tools shall be checked and certified safe for use prior to usage on site by a full-time construction supervisor and accredited electrician.

8. EMERGENCY PREPAREDNESS

8.1. The Principal Contractor shall work with the SAPS to establish an emergency preparedness plan to response effectively to emergency situations on site. The plan shall be submitted to the Client's Health and safety officer for his acceptance prior to any construction activities and updated at least on a quarterly basis.

9. FIRST AID PROVISIONS

9.1. An approved first aid station shall be provided and maintained at all times.

The station shall be fully equipped to treat illness and injuries which can normally be expected to occur on site.

10. GENERAL SAFETY

10.1. The Principal Contractor shall provide, erect, maintain and finally remove, when instructed, Danger, Warning, Caution or Information signs, located at appropriate areas to the site.

