



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## BID DOCUMENT

**PROJECT DESCRIPTION:** Evander Magistrates Offices Construction of facilities for people with disability

**BID NO:** **NST 25/028**

**Closing Date:** **09 February 2026**  
**Closing Time:** **11h00**

**Bid Briefing Meeting Date:** **30 January 2026**

**Bid Briefing Meeting time:** **11h00**

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

**Bid Box Address**

Department of Public Works & Infrastructure  
Nedbank Building, 9<sup>th</sup> Floor  
30 Brown Street  
Nelspruit  
1200

**SCM SPECIFIC ENQUIRIES:**

Enquires: **Ayanda Mkhonza**  
Tel No: **Indicate** during office hours  
Cell No: **073 450 1233**  
Email Address: [Ayanda.Mkhoza@dpw.gov.za](mailto:Ayanda.Mkhoza@dpw.gov.za)

**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**

Enquires: **Portia Mmapheo Kadiaka**  
Tel No: **Indicate** during office hours  
Cell No: **072 137 6977**  
Email Address: [Mmapheo.Kadiaka@dpw.gov.za](mailto:Mmapheo.Kadiaka@dpw.gov.za)



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SUMMARY OF BID INFORMATION

<b>Bid Number</b>	<b>NST 25/028</b>	
<b>Bid/ Project Description</b>	<b>Evander Magistrates Offices Construction of facilities for people with disability</b>	
<b>Bid Closing date &amp; Time</b>	<b>Monday, 09 February 2026</b>	<b>Closing Time: 11h00</b>
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> <b>30 January 2026</b>	<i>Time of Bid Briefing (if any)</i> <b>11h00</b>
<b>Venue</b>	<b>Evander Magistrate Office</b>	
<b>SCM SPECIFIC ENQUIRIES:</b>	<b>Ayanda Mkhonza</b>	<a href="mailto:Ayanda.Mkhoza@dpw.gov.za"><u>Ayanda.Mkhoza@dpw.gov.za</u></a>
	<b>013 753 6318</b>	<b>073 450 1233</b>
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	<b>Portia Mmaphetoa Kadiaka</b>	<a href="mailto:Mmaphetoa.Kadiaka@dpw.gov.za"><u>Mmaphetoa.Kadiaka@dpw.gov.za</u></a>
	<b>013 753 6377</b>	<b>072 137 6977</b>
<b>Bid Validity Period</b>	<b>84 calendar days</b>	
<b>Bid Document Price</b>	<b>R 200.00</b>	
<b>Procurement Plan Reference Number</b>	<b>ADD-2025/327</b>	





**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSOARTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  
NO  YES
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

## PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	Evander Magistrates Offices Construction of facilities for people with disability
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<b>Tender no:</b>	NST25/028	<b>Reference no:</b>	
<b>Advertising date:</b>	19/01/2026	<b>Closing date:</b>	09/02/2026
<b>Closing time:</b>	11h00	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **4 GB or 4 GB\*** or higher.

\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **3 GB PE or 3 GB PE\*** or higher.

\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

### 2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

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

<b>Functionality criteria<sup>1</sup>:</b>	<b>Weighting factor:</b>
<p>WORK EXPERIENCE =40</p> <p>The bidder must submit proof of current and previous projects done. Bidder to attach appointment letters/orders and completion certificates/job cards of the related/similar projects.</p> <p>In case of current project, no completion letter required, however verification of contractor's performance will be done by the evaluation committee.</p> <p>In case of a subcontracted project ,the bidder to attach the copy of the original appointment letter of the main contractor.</p> <p>All the appointment letters/orders and completion certificates/job cards should have a traceable contact details for the purpose of authenticating the work done.</p> <p>5 projects=5 4 projects=4 3 projects=3 2 projects=2 1 projects=1 0 projects=0</p>	40

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

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<b>EQUIPMENT/VEHICLES=20</b>	
Contractor to submit certified copy of proof of vehicle owned by the company or lease agreement. Proof of ownership of the vehicle should be in Company name or one of the Director/s of the company. In case the bidder has attached a lease agreement, the agreement should be signed by both parties which is the owner of the vehicle and the director of the company. NB certification stamp should not be older than six months	
<b>VEHICLE OWNED BY THE COMPANY</b>	20
<ul style="list-style-type: none"> <li>2 LDV owned by the company = 5 points</li> <li>1 LDV owned by the company = 2 points</li> <li>Non-Submission of the above =</li> </ul>	
<b>VEHICLE LEASED BY THE COMPANY</b>	
<ul style="list-style-type: none"> <li>2 LDV rented by the company =3 points</li> <li>1 LDV rented by the company = 1 point</li> <li>Non-Submission of the above =0</li> </ul>	
<b>QUALIFICATION= 40 POINTS</b>	
The bidder must attach a certified copy of Bricklayer, Electrician, Tiller and Painter trade test certificates. The trade test certificate should be under the Director of the Company or an Employee of the Company. In case the trade test certificate is under the employee of the company, the tenderer must attach a CV, certified ID and a signed contract of employment between the contractor and employee/ Affidavit signed by the contractor and employee to serve as proof that the employee is working for the company.. NB certification stamp should not be older than six months	40
<ul style="list-style-type: none"> <li>Submission of all the trade test certificates (x1 Bricklayer, x1 Electrician , x1 Painter, x1 tiler or more) = 5 points</li> <li>Submission of all the trade test certificates (x1 Bricklayer; x1 Electrician x1 tiler ) = 4 points</li> <li>Submission of all trade test certificate (x1 Bricklayer and x1 electrician)=3 points</li> <li>Non submission of the above=0</li> </ul>	
<b>Total</b>	<b>100 Points</b>

(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)

<b>Minimum functionality score to qualify for further evaluation:</b>	65
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

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Minimum to qualify for further evaluation will be 65%. The critical weighing factor is the work experience and qualifications

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**3.1. Indicate which preference points scoring system is applicable for this bid:**

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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**4. RESPONSIVENESS CRITERIA**

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

1	<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, 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 a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. The briefing is compulsory due to the complexity of the scope of work
8	<input 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.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	A tenderer should attach a letter or any form of financial guarantee for a sum of R2 000,000.00. The guarantee should be issued by an accredited financial institution, stamped and not older than three (3) months from the date of closure of the tender. Proof of financial guarantee must be the following: Bank letter/comfort letter, Bank statement, Lender Commitment letter or personal investment. NB: The form of financial guarantee submitted should have traceable contact details of the accredited financial institution, to enable NDPWI to verify the authenticity of the document.
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria
13	<input type="checkbox"/>	Specify other responsiveness criteria

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14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

**4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.**

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.

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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"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<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.
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

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

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

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**5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:**



**5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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 (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).</p>

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	5. An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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**8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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 (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul>

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".

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				Or	
	OR			• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.	
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2		Or  National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

## 6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 7. 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.

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## 7.1 Technical risks:

### **Criterion 1: Experience on comparable projects during the past n/a years.**

The tendering Service Provider's experience on comparable projects during the past n/a 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 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 n/a years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past n/a 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, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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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.

**7.2 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.

**8. 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 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.	<b>Not applicable</b>
(b)	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.	<b>Not applicable</b>
(c)	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.	<b>Not applicable</b>
(d)	<b>cidb BUILD Programme:</b> 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.	<b>Not applicable</b>

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(e)	<b>cidb BUILD Programme:</b> 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. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	<b>Not applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

## 9. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address 30 Brown street, Nedbank Building, 9 floor, Nelspruit. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

## 10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender. Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

<b>Venue:</b>	Evander Magistrate Office		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	30 January 2026	<b>Starting time:</b>	11h00

## 11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Ms. Portia Mmaphetoa Kadiaka	<b>Telephone no:</b>	013 753 6377
<b>Cellular phone no</b>	072 137 6977	<b>Fax no:</b>	
<b>E-mail</b>	mmaphetoa.kadiaka@dpw.gov.za		

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11.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Ayanda khonza	<b>Telephone no:</b>	013 753 6318
<b>Cellular phone no</b>	073 450 1233	<b>Fax no:</b>	n/a
<b>E-mail</b>	ayanda.mkhonza@dpw.gov.za		

## 12. DEPOSIT / RETURN OF TENDER 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).

<b>Tender documents may be posted to:</b>	<b>Deposited in the tender box at:</b>
The Director-General Department of Public Works and Infrastructure Private Bag X 11280  Nelspruit i1200	30 Brown Street Nedbank Building, Nelspruit 9 th Floor
<b>Attention:</b> <b>Procurement section:</b> Room 9th Floor	<b>OR</b>

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For Internal & External Use

Effective date: 21 July 2023

Version: 2023/08



FUNCTIONALITY EVALUATION CRITERIA

Paste Functionality here or Indicate "N/A"

TERMS OF REFERENCE/ SPECIFICATIONS

**Bid no: NST 25/028**

**Bid/ Project Description: Evander Magistrates Offices Construction of facilities for people with disability**

Paste Specifications or Terms of Reference here



PRICING SCHEDULE

**Bid no: NST 25/028**

**Bid/ Project Description: Evander Magistrates Offices Construction of facilities for people with disability**

Paste Pricing Schedule here

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION NO.1 (EVANDER MAGISTRATE'S OFFICES)</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The JBCC Series 2000 Principal Building Agreement (March 2005 edition) prepared by the Joint Building Contracts Committee, shall be the agreement, amended as hereinafter described</p> <p>The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (May 2005 edition) prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities</p> <p>Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents</p> <p>Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"</p> <p><b><u>PREAMBLES FOR TRADES</u></b></p> <p>Notwithstanding anything to the contrary contained in any of the contract documents including the Principal Building Agreement and the Preliminaries, the provision of the "Preliminaries" as hereinafter set forth shall prevail and shall take precedence</p> <p style="text-align: right;">Carried Forward</p> <p>Section No.1: Preliminaries and Generals Bill No. 1 Preliminaries and Generals</p>			R

	<b>Brought Forward</b>		R	
	<p>The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</p> <p>Supplementary preambles to the Model Preambles covering clauses of a general nature, clauses pertaining to specific materials and amendments to clauses in the Model Preambles are incorporated in these bills of quantities to satisfy the requirements of this project</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles</p>			
	<b>GENERAL</b>			
	If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories "F", "T" or "V" as the case may be below such item, where "F" denotes a fixed amount (amount not to be varied), "T" denotes an amount variable in proportion to time and "V" denotes an amount variable in proportion to value			
	<b>SECTION A - PRINCIPAL BUILDING AGREEMENT</b>			
1/1/1	<p>Definitions (A1)</p> <p>Clause 1.0 - Definitions and interpretation</p> <p>F: ..... V: .....</p> <p>T: .....</p> <p>Objective and Preparation (A2 to A14)</p> <p>The principal agent shall:</p> <ul style="list-style-type: none"> <li>- monitor and control progress and scheduling</li> <li>- monitor all contract conditions, and</li> </ul>	Item		
	<b>Carried Forward</b>		R	
	Section No.1: Preliminaries and Generals Bill No. 1 Preliminaries and Generals			

<p style="text-align: center;"><b>Brought Forward</b></p> <p>- coordinate the efforts of the employer's agents, the contractor and subcontractors</p> <p>The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part</p> <p>The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process</p> <p>Execution (A15-A23)</p> <p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments</p> <p>The contractor shall not cede his rights or delegate his obligations in terms of this agreement unless specifically called for by the employer</p> <p>Written proof is required from subcontract tenderers at tendering that they can meet the JBCC Nominated Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted</p> <p>All amounts allowed under Provisional Amounts are intended to be awarded to Nominated Subcontractors</p>	<p>R</p>
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No.1: Preliminaries and Generals</p> <p>Bill No. 1</p> <p>Preliminaries and Generals</p>	<p>R</p>

	<b>Brought Forward</b>		R	
	<b><u>Payment (A31 - A35)</u></b>  The employer shall, however, pay interest to the contractor at the rate stipulated in clause 34.11 on any amounts payable to the contractor more than one hundred and forty two (142) days after the date of issue of the certificate of practical completion but only for such period as the settlement of the final account is delayed by the non-performance of the principal agent or the employer or his agents. In evaluating non-performance for purposes of this clause a reasonable time shall be allowed to the employer or his agents to respond to any matter brought to his/their attention and which may affect the settlement of the final account			
	<b><u>42.1 CONTRACTING AND OTHER PARTIES</u></b>  42.1.1  Employer:  National Department of Public Works  Postal address:  Private Bag X11280  Nelspruit  Code 1200  Tel : (013) 753 6381  Physical Address:  30 Nedbank Building Brown Street Nelspruit 1200  42.1.2  Agents Service: Principal Agent  Cecilia Architects cc  Postal Address:		R	

**Carried Forward**

Section No.1: Preliminaries and Generals  
Bill No. 1  
Preliminaries and Generals

	<b>Brought Forward</b>		R	
	<p>P O Box 2581 Nelspruit, 1200</p> <p>Physical Address: C/O Wilhelm &amp; Ferreira st Nelspruit 1200</p> <p>Tell: (013) - 744 1113 Fax: (013) - 744 1112</p> <p>42.1.3</p> <p>Agents Service: Quantity Surveyor</p> <p>MMQS</p> <p>Postal Address: P O Box 785713 Sandton 2146</p> <p>Floor 1, Building 2, Waverley Office Park, 39 Scott Street, Bramley, Johannesburg 2199</p> <p>Tell: (011) 430 0106 Fax: (011) 447 7364</p>			
	<b><u>42.2 CONTRACT DETAILS</u></b>			
	42.2.1 Works Description:			
	The works include the construction of facilities for people with disabilities as well as related services as will be indicated on the drawings and in accordance with the specifications provided to the contractor			
	<b><u>42.2.2 Site Description:</u></b>			
	Evander Magistrate Court, Mpumalanga Province			
	42.2.3 This agreement is for a government contract where there are specific options that are applicable to a State organ only			
	Yes			
	<b>Carried Forward</b>		R	
	Section No.1: Preliminaries and Generals Bill No. 1 Preliminaries and Generals			

	<b>Brought Forward</b>		R	
42.2.4 Work or installations by direct contractors:	Not Applicable			
42.2.5 Date on which possession of the site is intended to be given:				
42.2.6 Period for the commencement of the works after the contractor takes possession of the site	1 working day			
42.2.7 For the works as a whole. Intended date of practical completion and the penalty per calendar day	Penalty Amount: R340-00/day			
42.2.9 The law applicable to this agreement shall be that of	South Africa (country)			
<b><u>42.4 DOCUMENTS</u></b>				
42.4.3 Provisional Bills of Quantities/Lump sum document schedule of rates drawn up in accordance with:	Standard System of Measuring Builders Work			
42.4.4 On acceptance of the tender the bills of quantities is to be submitted within 7 (seven) working days				
42.4.5 JBCC Engineering General Conditions are to be included in the contract documents:	yes			
42.4.6 The contract value is to be adjusted using escalation adjustment indices	No			
Where JBCC CPAP is to be used	Base Month:TBC			
<b>Carried Forward</b>				
Section No.1: Preliminaries and Generals			R	
Bill No. 1				
Preliminaries and Generals				



Bill No	Section No. 1 Section No.1: Preliminaries and Generals <b><u>SECTION SUMMARY - Section No.1: Preliminaries and Generals</u></b>	Page No	Amount
1/1	<b><u>SECTION NO 1</u></b> Preliminaries and Generals	7	
	<b>Carried to Final Summary</b> Section No.1: Preliminaries and Generals	R	

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> <p>Doors, fanlights, fittings, frames, linings, electrical work etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 1 Alterations</p>			R

<p style="text-align: center;"><b>Brought Forward</b></p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p>	R	
<p><b><u>Avoidance of structural or other damage</u></b></p> <p><b><u>Old materials</u></b></p> <p>Old materials from alterations except where described to be re-used or handed over, become the property of the Contractor</p> <p>Old materials from the alterations except where described to be re-used or handed over, as well as all rubbish etc. must be regularly carted from the site and not be allowed to accumulate on or around the site</p> <p>None of the old materials are to be used for new work except where specifically described as being set aside for re-use</p> <p>Where certain materials or articles from demolitions or alterations are described as to be handed over by the contractor to the Principal Agent such materials or articles shall be properly stored by the contractor, until handing over thereof. The contractor shall obtain an official receipt listing the materials or articles and dates of handing over. If the contractor fails to submit the receipt when requested to do so it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Client for the full replacement value thereof which amount will be deducted from any monies due to the Contractor</p>	R	

**Carried Forward**

Section No.2 :Evander Magistrate's Office  
Bill No. 1  
Alterations

	<b>Brought Forward</b>		R	
	<u>Credit for old materials</u>  Credit for old materials, if so desired, is to be allowed for by the Contractor and a list of such credit items and rates will be included as part of the priced bills of quantities  Client reserves the right to keep any or all of the old materials described in the bills of quantities irrespective of such materials having been listed and priced or not at the rates for the respective materials			
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
	<u>Taking out and removing doors, windows, etc, including thresholds, sills, etc</u>			
2/1/1	Timber single door size 900 x 2 100mm high	No	12	
	<u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u>			
2/1/2	Carpet tile floor covering	m2	26	
	<u>Hacking up/off and removing floor tiles and wall finishes including removing mortar bed or backing and preparing surfaces for new screeds, plaster, etc.</u>			
2/1/3	Tiles to walls	m2	175	
2/1/4	Tiles to floors	m2	25	
	<u>Taking out and removing piping, sanitary fittings, etc, including disconnecting piping from fittings</u>			
2/1/5	Pillar tap	No	1	
2/1/6	Vitreous china WC pan with cistern	No	5	
	<u>Taking out and removing sanitary fittings, tanks, geysers, etc, setting aside for re-use and later refixing in similar new position</u>			
2/1/7	Mirror at top height at 1 1750mm	No	5	
2/1/8	Twinsaver soap foam dispenser	No	5	
2/1/9	Hand towel dispenser	No	5	
	<b>Carried Forward</b>			
	Section No.2 :Evander Magistrate's Office Bill No. 1 Alterations			R

**EVANDER MAGISTRATE OFFICE:  
TENDER BILLS OF QUANTITIES**

<b>Brought Forward</b>					R	
2/1/10	Toilet paper dispenser	No	5			
2/1/11	Steiner Hygiene small white wall mounted bin	No	5			
2/1/12	32mm grab rail	No	5			
2/1/13	32mm Vanity shelf	No	5			
<b><u>Altering openings</u></b>						
2/1/14	Altering opening in one brick wall where 800 x 2 072m high steel window removed to form opening for new single door and frame 900 x 2 072m high overall by breaking out brickwork on both sides and bottom, including prestressed concrete lintels, making good cement plaster on one side and into reveals and face brickwork on other side (new door and frame and making good paintwork elsewhere)	No	1			
<b><u>Budgetary Allowance</u></b>						
2/1/15	Remove and reinstall guard house (2 000 x 4 000 x 3 500mm High)	No	1			
2/1/16	Allow an amount of R 50 000.00 for repairs to external walls where sewer pipes where removed to be expended as the Agent/Representative may direct or deduct in whole or in part, if not required			Item		
2/1/17	Allow an amount of R 100 000.00 for services to the taps to be expended as the Agent/Representative may direct or deduct in whole or in part, if not required			Item		
<b><u>Carried Forward to Summary of Section No. 2</u></b>						
Section No.2 :Evander Magistrate's Office Bill No. 1 Alterations						

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 2</u></b></p> <p><b><u>EARTHWORKS (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Nature of ground</u></p> <p>A geotechnical report and a hydrological study has been carried out on site and the report is attached as an appendice to the Bills of quantities. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Filling</u></p> <p>Notwithstanding the reference to prescribed multiple handling in clause 1 page 10 of the Standard System of Measuring Building Work (2015), prices for filling and backfilling shall include for all selection and any necessary multiple handling of material as deemed required.</p> <p><u>Testing</u></p> <p>Prices for filling are to include for all necessary density tests in accordance with SANS</p> <p><b><u>EXCAVATION, ETC</u></b></p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 2 Earthworks</p>			R

Brought Forward				R
<b><u>Excavation in earth not exceeding 2m deep</u></b>				
2/2/1	Bases	m3	1	
<b><u>Extra over trench and hole excavations in earth for excavation in</u></b>				
2/2/2	Soft rock	m3	0.1	
<b><u>Extra over all excavations for carting away</u></b>				
2/2/3	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1	
<b><u>Risk of collapse of excavations</u></b>				
2/2/4	Sides of trench and hole excavations not exceeding 1,5m eep	m2	5	
<b><u>Keeping excavations free of water</u></b>				
2/2/5	Keeping excavations free of water	Item	1.00	
<b><u>SOIL POISONING</u></b>				
<b><u>Soil insecticide</u></b>				
2/2/6	To bottoms and sides of trenches etc	m	2	
<b><u>Carried Forward to Summary of Section No. 2</u></b>				R
Section No.2 :Evander Magistrate's Office				
Bill No. 2				
Earthworks				

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 3</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Cost of tests</u></b></p> <p>The costs of making, storing and testing of concrete test cubes as required shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect. (Test cubes are measured separately)</p> <p><b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b></p> <p><b><u>25 MPa concrete in:</u></b></p>			
2/3/1	Bases	m <sup>3</sup>	1	
	<b><u>REINFORCEMENT</u></b>			
	<b><u>Provision for Mild and High tensile steel reinforcement to structural concrete work</u></b>			
2/3/2	In Varying diameters	t	0.10	
	<b><u>Carried Forward to Summary of Section No. 2</u></b>			R
	Section No.2 :Evander Magistrate's Office			
	Bill No. 3			
	Concrete, Formwork and Reinforcement			

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 4</u></b></p> <p><b><u>MASONRY</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>BRICKWORK</u></b></p> <p><b><u>Sizes in descriptions</u></b></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p><b><u>Hollow walls etc</u></b></p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.</p> <p><b><u>Bagged and sealed walls</u></b></p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixeal" bitumen emulsion waterproofing coating.</p> <p><b><u>SUPERSTRUCTURE</u></b></p> <p><b><u>Brickwork of NFP bricks in class II mortar</u></b></p>			
2/4/1	Half brick walls	m <sup>2</sup>	42	
	<b><u>BRICKWORK SUNDRIES</u></b>			
	<b><u>Brickwork reinforcement</u></b>			
2/4/2	75mm Wide reinforcement built in horizontally	m	66	
	<b><u>Carried Forward to Summary of Section No. 2</u></b>			
	Section No.2 :Evander Magistrate's Office			
	Bill No. 4			
	Masonry			

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 5</u></b></p> <p><b><u>ROOF COVERINGS, ETC</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>User note:</u></b></p> <p>Supplementary preambles in connection with fixing of sheeting and accessories and laps are to be inserted when the Model Preambles for Trades (or other preambles not covering the fixing of sheeting and accessories and laps) are used</p> <p>When the pitch of troughed roof covering is less than 5 degrees or if dustproofing is required then the description of roof coverings "with side laps sealed" is to be used</p> <p>Where roof coverings are fixed on top of rigid board insulation to purlins etc descriptions of roof coverings are to include therefore</p> <p><b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b></p> <p><b><u>0.58mm Safintra AZ 150 G550 Tufdek IBR Profile</u></b>  <b><u>Roof Sheeting with effective coverage of</u></b>  <b><u>686mm. Material: Aluminium Zinc with colourplus</u></b>  <b><u>finish: Colour: Chalk. Storage: Store on site clear</u></b>  <b><u>from ground and protected from the elements.</u></b></p>			
2/5/1	Roof sheeting	m2	10	
	<b>Carried Forward to Summary of Section No. 2</b>		R	

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 6</u></b></p> <p><b><u>WATERPROOFING</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>Waterproofing</u></b></p> <p>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p><b><u>DAMPROOFING OF WALLS AND FLOORS</u></b></p> <p><b><u>One layer of 375 micron black embossed polyethylene damp-proof course (SANS 952-1985 Type B)</u></b></p>			
2/6/1	In walls	m2	2	
	<b>Carried Forward to Summary of Section No. 2</b> Section No.2 :Evander Magistrate's Office Bill No. 6 Waterproofing		R	

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 7</u></b></p> <p><b><u>CARPENTRY AND JOINERY</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Joinery</u></b></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes. All exposed edges shall be arrised rounded</p> <p><b><u>Fixing</u></b></p> <p>All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used</p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete at not exceeding 600 mm centres, and where described as "bolted" the bolts have been given elsewhere</p> <p><b><u>Decorative laminate finish</u></b></p> <p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p> <p><b><u>DOORS ETC</u></b></p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 7 Carpentry and Joinery</p>			R

EVANDER MAGISTRATE OFFICE:  
TENDER BILLS OF QUANTITIES

	Brought Forward			R	
2/7/1	<b>Semi solid door leaf</b> 900 x 2 032 x 44mm standard solid core flush panel door with Sapele veneer	No	12		
	<b>Carried Forward to Summary of Section No. 2</b> Section No.2 :Evander Magistrate's Office Bill No. 7 Carpentry and Joinery			R	

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 8</u></b></p> <p><b><u>FLOOR COVERINGS</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Descriptions</u></b></p> <p>Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 4:1 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 3:1 plaster bedding</p> <p><b><u>References</u></b></p> <p>References in brackets at the end of descriptions refer to the Architect's schedules</p> <p><b><u>FLOOR COVERINGS</u></b></p> <p><b><u>Belgotex, berber point 650, colour: crushed shell</u></b>  <b><u>ResinBac, 500mm x 500mm carpet tiles (or equal approved)</u></b></p>			
2/8/1	On floors	m2	17	
	<b><u>Matco alubrush walk of mat overall size 2 750 x 1 350mm Width (Code: 9008)</u></b>			
2/8/2	On floors	No	2	
	<b><u>Accessible logo mat</u></b>			
	<b><u>Dedicated wheelchair area logo mat. Matco spectra clean polypropylene logo mat with PVC edging as manufacturers specification. Colour: Logo and symbol Yellow</u></b>			
2/8/3	On floor	m2	18	
	<b><u>Carried Forward to Summary of Section No. 2</u></b>			
	Section No.2 :Evander Magistrate's Office			
	Bill No. 8			
	Floor Covering			

Item No		Quantity	Rate	Amount																																														
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 9</u></b></p> <p><b><u>IRONMONGERY</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><b><u>Finishes to ironmongery</u></b></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list</p> <table> <tbody> <tr><td>BS</td><td>Satin bronze</td></tr> <tr><td>CH</td><td>lacquered</td></tr> <tr><td>SC</td><td>Chromium plated</td></tr> <tr><td>Satin</td><td>chromium plated</td></tr> <tr><td>SE</td><td>Silver enamelled</td></tr> <tr><td>GE</td><td>Grey enamelled</td></tr> <tr><td>AS</td><td>Anodized</td></tr> <tr><td>AB</td><td>silver</td></tr> <tr><td>AG</td><td>Anodized bronze</td></tr> <tr><td>ABL</td><td>gold</td></tr> <tr><td>PB</td><td>Anodized black</td></tr> <tr><td>Polished</td><td>brass</td></tr> <tr><td>PL</td><td>Polished and lacquered</td></tr> <tr><td>PT</td><td>Epoxy coated</td></tr> <tr><td>SD</td><td>Sanded</td></tr> </tbody> </table> <p><b><u>Fixing</u></b></p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete</p> <p><b><u>References</u></b></p> <p>References in brackets at the end of descriptions refer to the Architect's schedules</p> <p><b><u>HANDLES</u></b></p> <p><b><u>"Chairman Industries" or equal approved</u></b></p> <table> <tbody> <tr> <td>2/9/1</td> <td>2 x QS Products "D-handle" (Code: QS2201)</td> <td>No</td> <td>5</td> <td></td> </tr> <tr> <td>2/9/2</td> <td>1 x QS Products "Kiruna" on rose</td> <td>No</td> <td>7</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>R</td> </tr> </tbody> </table> <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 9 Ironmongery</p>	BS	Satin bronze	CH	lacquered	SC	Chromium plated	Satin	chromium plated	SE	Silver enamelled	GE	Grey enamelled	AS	Anodized	AB	silver	AG	Anodized bronze	ABL	gold	PB	Anodized black	Polished	brass	PL	Polished and lacquered	PT	Epoxy coated	SD	Sanded	2/9/1	2 x QS Products "D-handle" (Code: QS2201)	No	5		2/9/2	1 x QS Products "Kiruna" on rose	No	7						R				
BS	Satin bronze																																																	
CH	lacquered																																																	
SC	Chromium plated																																																	
Satin	chromium plated																																																	
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PL	Polished and lacquered																																																	
PT	Epoxy coated																																																	
SD	Sanded																																																	
2/9/1	2 x QS Products "D-handle" (Code: QS2201)	No	5																																															
2/9/2	1 x QS Products "Kiruna" on rose	No	7																																															
				R																																														

	Brought Forward			R	
	<b><u>DOOR CLOSERS</u></b>				
2/9/3	1 x QS Products QS700 door closer with delayed action for disabled access or equal approved	No	12		
	<b><u>LOCKS</u></b>				
	<b><u>'Union' or other equal and approved</u></b>				
2/9/4	1 x QS4402 Keyhole escutcheon	No	5		
2/9/5	1 x QS5757/ 1 3-lever cylinder latch lock and deadbolt or equal approved	No	12		
	<b><u>PLATES</u></b>				
	<b><u>'Union' or other equal and approved</u></b>				
2/9/6	QS4509 and QS4508 push and pull plate or equal approved	No	4		
	<b><u>DIRECTIONAL SIGNAGE</u></b>				
	<b><u>Statutory signs</u></b>				
2/9/7	White & green directional signage to public restrooms composed of Jalite E21, E25 and E26 (150 x 150mm each) signs framed in standard Jalite aluminium frame. Wall mounted signs - single sided, Ceiling mounted signs -double sided. Bottom of sign to be 2500mm from finished floor level	No	1		
2/9/8	White & green directional signage to public restrooms composed of Jalite E27 and E21 (150 x 150mm each) signs framed in standard Jalite aluminium frame. Wall mounted signs to be single sided, ceiling mounted signs to be double sided (single sided back-to-back). Bottom of sign to be 2500mm from finished floor level	No	1		
2/9/9	150 x 150mm (E25) Jalite white & green signage to public men's room. Single-sided and framed in standard Jalite aluminium frame. Fix to door so that bottom of sign will be 1600mm from finished floor level	No	1		
2/9/10	150 x 150mm (E27) Jalite white & green signage to public ladies room. Single-sided and framed in standard Jalite aluminium frame. Fix to door so that bottom of sign will be 1600mm from finished floor level	No	1		
	<b><u>Carried Forward</u></b>			R	
	Section No.2 :Evander Magistrate's Office Bill No. 9 Ironmongery				

	<b>Brought Forward</b>			R	
2/9/11	150 x 150mm Jalite (E25) white & green signage to accessible courts, cash hall and public wc. Single-sided and framed in standard Jalite aluminium frame. Fix so that bottom of sign will be 1600mm from finished floor level	No	3		
<b><u>SIGNAGE</u></b>					
<b><u>Other Signage</u></b>					
2/9/12	150 x 150mm Jalite F31 white and red fire emergency single sided alarm bell sign, framed in standard Jalite aluminium frame and fixed to front of beacon flasher lamp. *Amount required determined by amount of flasher lamps to be installed. See fire detection and alarm devices schedule	No	12		
2/9/13	150 x 150mm white perspex with blue wheelchair vinyl sticker to depict the accessibility. Frame sign with single sided aluminium frame from Jalite. Mitre corners	No	1		
2/9/14	150 x 150 mm White & blue Perspex sign with international induction loop system sign. Bottom of sign to be 1800mm from ground level. Sign to be framed in standard Jalite aluminium frame	No	2		
2/9/15	400 x 550mm road sign with international symbol white symbol on blue background. Font: Arial Narrow. Size: 80mm high lettering. Symbol 280mm in height. Fix sign to 76mm Ø ms post with concrete footing 300 x 300 x 450mm 15mPA concrete. Bottom of sign to be 1500mm from ground level	No	1		
<b><u>SUNDRIES</u></b>					
2/9/16	1 x QS Products QS4421 Door stop or equal approved	No	5		
<b>Carried Forward to Summary of Section No. 2</b>					
Section No.2 :Evander Magistrate's Office					
Bill No. 9					
Ironmongery					

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO.10</u></b></p> <p><b><u>STRUCTURAL STEELWORK</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>The Structural Steelwork shall be in accordance with the Engineer's "Standard specification for structural steel" appended hereto as "<b>Structural Steel Annexure A</b>".</p> <p>The Contractor is to notify the Principal Agent immediately if a conflict between the Engineer's Specification, Architectural Drawings and/or these Bills of Quantities are found.</p> <p>Steelwork are measured to the designed sizes of the components.</p> <p>The price for steelwork shall include all rolling margin, distance pieces, packings, additional material in welding and fixing steel members, decorative or protective and temporary aids; these shall be deemed included in the descriptions of the relevant steelwork.</p> <p>The price for steelwork shall also include for the preparation of all shop detail drawings as defined in the preables and the Engineering Specification.</p> <p>The price for steelwork shall include all welding, holes, bolts, nuts, washers, rivets, bolting and riveting integral with structural steelwork as well as all required weld and strength testing, these shall be deemed included in the descriptions of the relevant steelwork. The only bolts and anchors measured separately shall be those fixing the steel members to the structural concrete work.</p> <p><u>For clarity</u>; fixing structural steelwork members to each other is deemed included in the description of the steelwork and has thus not been measured separately and should be priced within the steelwork rates.</p> <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 10 Structural Steelwork</p>			R

<b>Brought Forward</b>			R	
	<p>Descriptions of bolts shall be deemed to include nuts and washers. Descriptions of anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.</p> <p>All structural steelwork rates shall include the factory coat of paint only, all repair-, other- and final paintwork to structural steel members are included under a "Painting" heading in these Structural Steelwork Bills of Quantities.</p> <p>The quantities are provisional and will be re-measured upon completion of the works. The Contractor shall not use these quantities for ordering of materials. The Contractor must immediately notify the Quantity Surveyor if discrepancies are found between the quantities and/or descriptions in these Bills of Quantities and the Contractor's quantities measured from construction drawings and specifications.</p>			
	<b><u>STEEL COLUMNS AND BEAMS</u></b>			
	<u>Welded columns in single lengths with flat base, cap, bearer and connection plates, bolted to concrete</u>			
2/10/1	100 x 100 x 3mm mild steelsquare hollow - section columns	t	0.32	
2/10/2	100 x 100 x 3mm mild steelsquare hollow - section beam	t	0.20	
	<b><u>PURLINS, GIRTS, BRACING, ETC</u></b>			
	<u>Purlins and girts, bolted to cleats</u>			
2/10/3	100 x 75 x 20 x 2mm mild steel lipped channel purlins to match existing	t	0.13	
	<b><u>STEEL PLATES</u></b>			
	<u>Steel plates</u>			
2/10/4	150 x 150 x 3mm base plate	t	0.10	
	<b><u>Carried Forward</u></b>		R	
	Section No.2 :Evander Magistrate's Office Bill No. 10 Structural Steelwork			

	<b>Brought Forward</b>			R	
	<b><u>BOLTS, FASTENERS, ETC</u></b>				
	<u>Bolts to columns, beams, etc:</u>				
2/10/5	M20 HD bolts	No	80		
	<b><u>PAINTING</u></b>				
	<u>Acrylic suede sheen paint, interior and exterior. Surface preparation as per manufactures specifications.</u>				
2/10/6	On structural steel columns, beams, etc	t	1		
	<b>Carried Forward to Summary of Section No. 2</b>			R	
	Section No.2 :Evander Magistrate's Office				
	Bill No. 10				
	Structural Steelwork				

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 11</u></b></p> <p><b><u>METALWORK</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><b><u>Descriptions</u></b></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork of concrete</p> <p>Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p><b><u>References</u></b></p> <p>References in brackets at the end of descriptions refer to the Architect's schedules</p> <p><b><u>STEEL HANDRAILS, BALUSTRADES, ETC</u></b></p> <p><b><u>BALUSTRADING</u></b></p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 11 Metalworks</p>			R

	Brought Forward			R	
2/11/1	<b><u>Welded and bolted balustrading to concrete</u></b>  40mm Stainless steel handrail installed with a positive return (see the drawing for overhang length-typical length 300mm). Handrail fixed to wall by means of 12mm diameter s/s support welded to the bottom of handrail and anchor to the wall. Leave a 50mm gap between bottom and top of support. Install handrail with a 60mm clear width between adjacent wall and handrail. Height to top of handrail to be 1 000mm from floor surface and shall remain consistent along the length of the stairs or ramps	m	9		
2/11/2	<b><u>PRESSED STEEL DOOR FRAMES</u></b>  <b><u>Doors Frames</u></b>  1.6mm pressed steel single rebate door frame for 900 x 2 072mm	No	1		
2/11/3	<b><u>STEEL GATES, SCREENS, ETC</u></b>  <b><u>Welded screens and gates</u></b>  900mm x 2 072mm high security gate	No	1		
2/11/4	<b><u>Budgetary Allowance</u></b>  Allow an amount of R 20 000.00 for access control security to be expended as the Agent/Representative may direct or deduct in whole or in part, if not required	No	1		
	<b><u>Carried Forward to Summary of Section No. 2</u></b>  Section No.2 :Evander Magistrate's Office Bill No. 11 Metalworks			R	



Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 13</u></b></p> <p><b><u>TILING</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>The relevant SABS standards of work must be applied to all aspects and components of the works</p> <p><u>Fixing</u></p> <p>Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding</p> <p>Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat</p> <p>Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles</p> <p><b><u>WALL TILING</u></b></p> <p><b><u>150mm x 150mm glazed matt white ceramic wall tiles fixed to plastered surfaces with an approved tile adhesive</u></b></p>			
2/13/1	On walls	m2	175	
	<b><u>FLOOR TILING</u></b>			
		Carried Forward		R
	Section No.2 :Evander Magistrate's Office Bill No. 13 Tiling			

	<b>Brought Forward</b>			R	
	<b><u>350 x 350mm x 10mm Porcelain tiles (PC Amount R350.00/m2) fixed with adhesive to bedding (bedding elsewhere) and flush pointed with tinted waterproof jointing compound</u></b>				
2/13/2	On floors	m2	25		
	<b><u>Aluminium dividing strips</u></b>				
2/13/3	38 x 3mm Aluminium Flat bar installed at all junctions where different floor finishes meet and at thresholds. Place the floor strip along with the screed of the floor and install flush with top of floor finish	m	10		
	<b>Carried Forward to Summary of Section No. 2</b>			R	
	Section No.2 :Evander Magistrate's Office				
	Bill No. 13				
	Tiling				

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 14</u></b></p> <p><b><u>PLUMBING AND DRAINAGE</u></b> <b><u>(PROVISIONAL)</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Copper pipes</u></b></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. Class O (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground</p> <p><b><u>Reducing fittings</u></b></p> <p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60 mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60 mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained</p> <p><b><u>Wire gratings</u></b></p> <p>Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 14 Plumbing and Drainage</p>			R

<b>Brought Forward</b>		R	
<b><u>Exposed concrete surfaces</u></b>			
Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster			
<b><u>Excavations</u></b>			
No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling			
"Soft rock" and "hard rock" shall be as defined in "Earthworks"			
<b><u>Laying, backfilling, bedding, etc of pipes</u></b>			
Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions			
Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:			
SABS 1200 L : Medium-pressure pipelines			
SABS 1200 LD : Sewers			
SABS 1200 LE : Stormwater drainage			
Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches)			
Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes)			
Unless otherwise described bedding of rigid pipes shall be class B bedding			
<b><u>Flush pans</u></b>			
Flush pans shall have straight or side outlets and "P" or "S" traps as necessary			
	<b>Carried Forward</b>		
Section No.2 :Evander Magistrate's Office			
Bill No. 14			
Plumbing and Drainage			

	<b>Brought Forward</b>		R	
	<b><u>Stainless steel basins, sinks, wash troughs, urinals, etc</u></b>			
	Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable			
	<b><u>Waste unions</u></b>			
	Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings			
	<b><u>References</u></b>			
	References in brackets at the end of descriptions refer to the Architect's schedules			
	<b><u>SANITARY FITTINGS</u></b>			
	<b><u>Lecico "Atlas" (or equal approved)</u></b>			
2/14/1	Wall hung washdown WC pan and seat (Code: H893282) including mechanical simflex, concealed dual flush or 6/3 in-wall cistern	No	5	
	<b><u>TAPS, VALVES, ETC</u></b>			
	<b><u>"Cobra" (or equal approved)</u></b>			
2/14/2	Walcro 100RH extended lever basin metering tap (or equal approved)	No	1	
	<b><u>Carried Forward to Summary of Section No. 2</u></b>			
	Section No.2 :Evander Magistrate's Office Bill No. 14 Plumbing and Drainage		R	

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 15</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><u>Previously painted plastered surfaces</u></p> <p><u>Previously painted metal surfaces</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><u>Previously painted wood surfaces</u></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Colours</u></b></p> <p>Colours for all paintwork shall be standard colours with a value exceeding 7 on the Munsell system</p> <p><b><u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u></b></p> <p><b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b></p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 15 Paintwork</p>			R

		<b>Brought Forward</b>			R	
2/15/1		<u>Acrylic suede sheen paint, interior and exterior.</u> <u>Surface preparation as per manufactures specifications.</u>				
	On internal walls		m2	11		
	<b><u>ON METAL</u></b>					
2/15/2		<u>Acrylic suede sheen paint, interior and exterior.</u> <u>Surface preparation as per manufactures specifications.</u>				
	On door frames		m2	7		
	<b><u>SIGNWRITING</u></b>					
2/15/3		Yellow characters and symbols	No	1		
2/15/4		Yellow line marking	m	17		
	<b><u>PAINTWORK ETC TO NEW WORK</u></b>					
2/15/5		<u>Acrylic suede sheen paint, interior and exterior.</u> <u>Surface preparation as per manufactures specifications.</u>				
	On internal walls		m2	42		
	<b><u>ON WOOD</u></b>					
2/15/6		<u>Prepare, sanded smooth and seal using oil based timber sealer, e.g Woodoc 10</u>				
	On doors		m2	39		
	<b><u>Carried Forward to Summary of Section No. 2</u></b>				R	
	Section No.2 :Evander Magistrate's Office					
	Bill No. 15					
	Paintwork					

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION NO 2</u></b></p> <p><b><u>BILL NO. 16</u></b></p> <p><b><u>PROVISIONAL SUMS</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>General</u></b></p> <p>The following Provisional Amounts are for work to be done by firms of specialists and will, unless expressly stated otherwise, be regarded as Selected Sub-contractors to the Contractor.</p> <p>The Contractor must assist in obtaining tenders and/or quotations from approved firms and submit them to the Agent/Representative for his approval.</p> <p>Note: All provisional sums are "NETT".</p> <p>The profit and attendance on Nominated/Selected Subcontract allowances will be adjusted to take the of actual Final Account values of the respective Subcontracts into account. The adjustment factor will be the percentages calculated with reference to the BoQ allowances.</p> <p><b><u>Profit</u></b></p> <p>Where listed the contractor may allow for profit if required. The profit will be adjusted in the same ratio as the adjusted value of the subcontract.</p> <p><b><u>Attendance</u></b></p> <p>Without in any way limiting the meaning and interpretation, "general attendance" on sub-contractors shall include free of charge to the sub-contractor the following services for the purpose of the relative sub-contract works:</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No.2 :Evander Magistrate's Office Bill No. 16 Provisional Sums</p>			R

<b>Brought Forward</b>		R	
<p>1) access to the site and to the places where the work is to be carried out, including the use of any temporary personnel hoists erected by the Contractor for his own use;</p> <p>2) the provision of water and lighting and of single and/or three phase electric power to a position within 50 metres of the place where work is to be carried out, but excluding water, fuel and power for commissioning of the installation for which the Contractor shall be responsible;</p> <p>3) the provision of an area for office accommodation, temporary workshops and for the storage of plant and materials;</p> <p>4) the use of erected scaffolding belonging to the Contractor, in common with others having the like right whilst it so remains erected upon the site;</p> <p>5) the use of messrooms, latrine, health and welfare facilities, and the like, where provided;</p> <p>6) the use of the site telephone (if provided) subject to the payment by the sub-contractor for all his outgoing calls;</p> <p>7) temporary casing and/or other protection of the work;</p> <p>8) site security measures;</p> <p>9) hoisting of the sub-contractor's material in loads not exceeding the available hoisting loads of cranes of the contractor;</p> <p>10) repairs and making good in all trades and final cleaning down on completion.</p>		R	
<p><b><u>Fuel, power and water for commissioning plant</u></b></p> <p>The cost of fuel, power and water for the commissioning of plant shall be borne by the sub-contractor appointed for the relevant sub-contract works in terms of the conditions under which they have/are contracted for the specialist work involved. The contractor shall allow opposite this item or under the relevant attendance items for the recovery of such costs via the installation of the necessary meters, etc.</p>	<b>Carried Forward</b>	R	

	Brought Forward		R	
	<b><u>Budgetary allowances</u></b>  Budgetary allowances shall be re-measured and valued on the same pricing structure as the rest of the contract or shall be omitted in full if so required.			
	<b><u>FIRE DETECTION AND ALARM DEVICES</u></b>			
2/16/1	Allow an amount of R 160 000.00 for fire detection and alarm devices to be expended as the Agent/Representative may direct or deduct in whole or in part, if not required	Item		
2/16/2	Profit and attendance	Item		
	<b><u>STAIRCASE LIFT</u></b>			
2/16/3	Allow an amount of R 1 850 000.00 for the supply and installation of one LIFTUP FlexStep wheelchair lift in accordance with the documents supplied and generally as per the specifications provided.	Item		
2/16/4	Allowance for maintenance for every two-years signed off by lift inspector per South Africa regulation and rate exchange	Item		
2/16/5	Profit and attendance	Item		
	<b><u>ASSISTIVE LISTENING DEVICES</u></b>			
2/16/6	Allow an amount of R 200 000.00 for Assistive listening devices to be expended as the Agent/Representative may direct or deduct in whole or in part, if not required	Item		
2/16/7	Profit and attendance	Item		
	<b>Carried Forward to Summary of Section No. 2</b>		R	
	Section No.2 :Evander Magistrate's Office Bill No. 16 Provisional Sums			

Bill No	Section No. 2 Section No.2 :Evander Magistrate's Office <b>SECTION SUMMARY - Section No.2 :Evander Magistrate's Office</b>	Page No	Amount
2/1	Alterations	12	
2/2	Earthworks	14	
2/3	Concrete, Formwork and Reinforcement	15	
2/4	Masonry	16	
2/5	Roof Coverings, etc	17	
2/6	Waterproofing	18	
2/7	Carpentry and Joinery	20	
2/8	Floor Covering	21	
2/9	Ironmongery	24	
2/10	Structural Steelwork	27	
2/11	Metalworks	29	
2/12	Plastering	30	
2/13	Tiling	32	
2/14	Plumbing and Drainage	35	
2/15	Paintwork	37	
2/16	Provisional Sums	40	
<b>Carried to Final Summary</b>			R
Section No.2 :Evander Magistrate's Office			

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 3</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>EXTERNAL WORKS</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - PW371"</p> <p><b><u>EARTHWORKS</u></b></p> <p><b><u>Digging up topsoil</u></b></p> <p>3/1/1 Digging up topsoil to an average depth of 200mm m2 4</p> <p><b><u>Extra over all excavations for carting away</u></b></p> <p>3/1/2 Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor m3 1</p> <p><b><u>FILLING, ETC</u></b></p> <p><b><u>Earth filling of G5 material supplied by the contractor compacted in 100mm layers compacted to 93% Mod AASHTO to density</u></b></p> <p>3/1/3 Under floors, ramps etc m3 1</p> <p><b><u>SOIL POISONING</u></b></p> <p><b><u>Soil insecticide</u></b></p> <p>3/1/4 Under floors, etc m2 4</p> <p><b><u>UNREINFORCED CONCRETE</u></b></p> <p><b><u>10 MPa/19mm Concrete in:</u></b></p> <p>3/1/5 Surface blinding under floors and bases m3 1</p> <p><b><u>PAVING</u></b></p> <p>3/1/6 Paving blocks size 200 x 100 x 50mm Thick Grey in herring bond including sand bedding m2 4</p>			
	<b>Carried to Final Summary</b>			
	Section No.3 : External Works Bill No. 1 External Works			
			R	

## EVANDER MAGISTRATE OFFICE: TENDER BILLS OF QUANTITIES



## 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<sup>3</sup> 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

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<sup>(3)</sup> 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.

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".

For External Use

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 declare 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 consortium<sup>4</sup> 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.

<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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



3.7 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 DECLARE 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.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



**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:

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

---

(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

2 \*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 Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the 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			

**Note:**

1. \*Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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:

1. The Enterprise submits a 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 Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

1 \*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.

- 2 The Enterprise accept 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.
- 3 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:

\_\_\_\_\_ Postal Code \_\_\_\_\_

Postal Address:

\_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			



4			
5			
6			
7			
8			
9			
10			

The tendering 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 Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 tender 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:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

(*project description as per Tender Document*)

Tender Number: \_\_\_\_\_ (*tender number as per Tender Document*)



Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (position in  
theEnterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender 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: \_\_\_\_\_

E-mail address: \_\_\_\_\_



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

The tendering 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).

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>Evender Magistrates Offices Construction of facilities for people with disability</b>		
<b>Reference no:</b>	<b>ADD-2025/327</b>		

<b>Tender / Quotation no:</b>	NST 25/028	<b>Closing date:</b>	<b>Monday, 09 February 2026</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>12 Weeks (84 Calender days)</b>

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

Tender no: NST 25/028

C.1.4	<p>The Employer's agent is:</p> <table border="1" data-bbox="262 325 1437 786"> <tr> <td>Name:</td><td><b>Cecilia Janse van Rensburg</b></td></tr> <tr> <td>Capacity:</td><td><b>Private Project Manager</b></td></tr> <tr> <td>Address:</td><td><b>Office 4, Block C, First Floor, Streak Street Office Park, 6 Streak Street, Nelspruit</b></td></tr> <tr> <td>Tel:</td><td><b>013 744 113</b></td></tr> <tr> <td>Fax:</td><td><b>N/A</b></td></tr> <tr> <td>E-mail:</td><td><b>info@ceaa.co.za</b></td></tr> </table>		Name:	<b>Cecilia Janse van Rensburg</b>	Capacity:	<b>Private Project Manager</b>	Address:	<b>Office 4, Block C, First Floor, Streak Street Office Park, 6 Streak Street, Nelspruit</b>	Tel:	<b>013 744 113</b>	Fax:	<b>N/A</b>	E-mail:	<b>info@ceaa.co.za</b>
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Tel:	<b>013 744 113</b>													
Fax:	<b>N/A</b>													
E-mail:	<b>info@ceaa.co.za</b>													
C.2.1 C.3.11	<p><b>A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</b></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>4 GB</b> or <b>4 GB**</b> class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: <b>Applicable</b></li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>3 GB</b> or <b>3 GB**</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>4 GB</b> or <b>4 GB**</b> class of construction work</li> </ol> <p><i>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</i></p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: <b>Applicable</b></p>													

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 no: NST 25/028

	<p><b>C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:</b></p> <p><b>Note:</b> Failure to meet minimum functionality score will result in the tenderer being disqualified.</p> <table border="1"> <thead> <tr> <th>Functionality Criteria</th><th>Weighting Factor</th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr> <td><b>Total</b></td><td><b>100 Points</b></td></tr> </tbody> </table> <p>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</p> <table border="1"> <tr> <td>Minimum functionality score to qualify for further evaluation:</td><td>N/A</td></tr> </table>	Functionality Criteria	Weighting Factor																			<b>Total</b>	<b>100 Points</b>	Minimum functionality score to qualify for further evaluation:	N/A
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Minimum functionality score to qualify for further evaluation:	N/A																								
☒	<p><b>D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS</b></p> <p><b>D1. 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.</b></p> <p><b>Table 1</b></p> <table border="1"> <thead> <tr> <th>Serial No</th><th>Specific Goals</th><th>Preference Points Allocated out of 20</th><th>Documentation to be submitted by bidders to validate their claim</th></tr> </thead> <tbody> <tr> <td>1.</td><td>An EME or QSE which is at least 51% owned by black people (Mandatory)</td><td>10</td><td> <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> </td></tr> <tr> <td>2.</td><td>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 (Mandatory)</td><td>2</td><td> <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> </td></tr> </tbody> </table>	Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	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 (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p>												
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Internal & External Use

Effective date: 21 July 2023

For

Version: 2023/08

			<ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 2**

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 or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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 (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p>

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".

			<ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>	
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPA).</p>	
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	



**D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

	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 (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>	
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).</p>	
	5. <input type="checkbox"/>	OR			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>	

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

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".

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**E. ELIGIBILITY IN RESPECT OF RISK TO 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.

**E.1 Technical risks:**

**Criterion 1: Experience on comparable projects during the past n/a years.**

The tendering Service Provider's experience on comparable projects during the past n/a 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 n/a years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past n/a 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, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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;

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	<ol style="list-style-type: none"> <li>3. Project performance: time management &amp; programming of works, timeous ordering of materials and appointment of subcontractors;</li> <li>4. Financial management: payment to suppliers and cash flow problems;</li> <li>5. Quality of workmanship: extent of reworks and timeous attention to remedial works;</li> <li>6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;</li> <li>7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;</li> <li>8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;</li> <li>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.</li> <li>10. Health &amp; Safety: adherence to regulations and compliance, and number of transgressions &amp; serious incidents.</li> <li>11. Plant &amp; equipment: sufficient resources on site and in time.</li> <li>12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.</li> <li>13. Final account: extent to which the contractor assisted in finalising the final account.</li> </ol>
	<p><b>Criterion 3: Suitably qualified and appropriately experienced human resources</b></p> <p>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.</p>
<b>C.2.7</b>	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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

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 no:** NST 25/028

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

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”.

For

Internal & External Use

Effective date: 21 July 2023

Version: 2023/08

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

Project title:	Evander Magistrates Offices Construction of facilities for people with disability		
Tender no:	NST 25/028	Reference no:	ADD-2025/327

### OFFER

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

**Alteration of facilities for people with disabilities in Evander Magistrate Offices.**

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

**AND WHO IS (if applicable):**

Trading under the name and style of: .....
--

\*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 no: **NST 25/028**

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: .....  In his/her capacity as: .....	<b>Note:</b>  <b>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.</b>
---	---

**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 contract 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.

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):

.....

\*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" Page 2 of 4

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**Tender no: NST 25/028**

**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

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

**WITNESSED BY:**

Name of witness	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"

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Tender no: NST 25/028

### 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"  
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Tender no: NST 25/028

### 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"  
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DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	Evander Magistrates Offices Construction of facilities for people with disability			
Tender / Quotation no:	NST 25/028	Closing date: Monday, 09 February 2026	Time: 11h00	

**Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.**

**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 of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.							
2.							
3.							
4.							
5.							
6.							
7.							

1.2.

**Completed projects**

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.				■■■■■			

Name of Tenderer	Signature	Date

## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<i>Evander Magistrates Offices Construction of facilities for people with disability</i>		
<b>Tender no:</b>	<i>NST 25/028</i>	<b>Reference no:</b>	<i>ADD-2025/327</i>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
------------------------------	--

## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b>Evender Magistrate Offices Construction of facilities for people with disability</b>		
<b>Tender / Quotation no:</b>	<i>NST 25/028</i>	<b>Reference no:</b>	<i>ADD-2025/327</i>
<b>Closing date:</b>	<i>09 February 2026</i>		

This is to certify that I, \_\_\_\_\_ representing \_\_\_\_\_

\_\_\_\_\_ in the capacity of \_\_\_\_\_

\_\_\_\_\_ visited the site on: **30 January 2026**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

## DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>Evander Magistrates Offices Construction of facilities for people with disability</b>		
<b>Tender no:</b>	<b>NST 25/028</b>	<b>Reference no:</b>	<b>ADD-2025/327</b>

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

## DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	Evander Magistrates Offices Construction of facilities for people with disability		
<b>Tender no:</b>	NST 25/028	<b>Reference no:</b>	<b>ADD-2025/327</b>

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<b>Electrical Contractor registration number at the Department of Labour</b>	<hr/>

Name of Tenderer	Signature	Date

## DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project title:</b>	<i>Evender Magistrates Offices Construction of facilities for people with disability</i>		
<b>Tender no:</b>	<i>NST 25/028</i>	<b>Reference no:</b>	<i>ADD-2025/327</i>

This schedule should be completed by the tenderer. (*Attach additional pages if more space is required*)

<b>Item</b>	<b>Material / Equipment</b>	<b>Rand (R) (Excluding VAT)</b>
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

Provide additional list if space provided is insufficient.

**The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only.** Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

### FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

Tender Number: NST 25/028

Name of Tenderer .....

EME<sup>2</sup>  QSE<sup>3</sup>  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 / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<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. DECLARATION:

<sup>2</sup> EME: Exempted Micro Enterprise

<sup>3</sup> QSE: Qualifying Small Business Enterprise

**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 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), 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**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>



**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

**1.2 Preference Points System to be applied**

The applicable preference point system for this tender is the **80/20** preference point system.

**1.3 Points for this tender shall be awarded for:**

1.3.1 **Price: Maximum 80 points**  
1.3.2 **Specific Goals: Maximum 20 points**

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

<b>PREFERENCE POINTS SYSTEM</b>	<b>80/20</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals</b>	<b>100</b>

**1.5 Breakdown Allocation of Specific Goals Points**

1.5.1 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 the table below are applicable:

<b>Serial No</b>	<b>Specific Goals</b>	<b>Preference Points allocated out of 20</b>	<b>Documentation to be submitted by bidders to validate their claim for points</b>
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"><li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li></ul>
2.	<b>Located</b> 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"><li>• Official Municipal Rates Statement which is in the name of the bidder. Or</li><li>• Any Account or statement which is in the name of the Bidder. Or</li><li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or</li><li>• Lease Agreement which is in the name of the bidder.</li></ul>
3.	An EME or QSE or any entity which is	4	<ul style="list-style-type: none"><li>• SANAS Accredited BBBEE Certificate or</li></ul>



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
	at least 51% owned by black women		sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"><li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable and</li><li>• Medical Certificate indicating that the disability is permanent or</li><li>• South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or</li><li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPA)</li></ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (	2	<ul style="list-style-type: none"><li>• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li></ul>

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:

80/20      or      90/10

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

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:

80/20      or      90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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—

- 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
- 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	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 or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

#### 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 proprietor
- 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:** .....

.....  
.....  
.....



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ the annual Total Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

Stamp Commissioner of Oaths



**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:



The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

Stamp Commissioner of Oath

## PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	<b>Evander Magistrates Office Construction of facility for people with disability</b>		
<b>Tender / Quotation no:</b>	<b>NST 25/028</b>	<b>Reference no:</b>	<b>ADD-2025/327</b>

### C3. Scope of Works

1. The scope of work includes accessibility alterations to building.

#### C3.1 EXTENT OF THE WORKS

Alteration of facilities for people with disabilities in Evander Magistrate Court.

#### C3.2 ORDER OF THE WORKS

Any procedure affecting the sequence of construction or other activities must be described.

#### C3.3 BUILDINGS OCCUPIED

Any specific restrictions with regard to buildings in use must be described.

Specific requirements must be described in clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries

#### C3.4 ACCESS

Provide details of any special requirements/restrictions with regard to access.

#### C3.5 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.5.5 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.5.7 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023.

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".

### C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below.

#### C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

**The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The 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.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorate targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### C3.6.2 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

**The Minimum Targeted Local Building Material Suppliers CPG is *insert "applicable" or "not applicable"* to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved 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..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the ***insert applicable Ward/s, Municipal District, Town, City, Province***, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least ***insert applicable percentage, both in words and figures*** of the total value of materials purchased excluding VAT to be sourced from within ***insert applicable kilometerskm*** of the project site,
- (e) Material of at least ***insert applicable percentage, both in words and figures*** of the total value of materials purchased excluding VAT to be sourced from within ***insert applicable kilometerskm*** of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a ***thirty percent (30%)*** penalty of the prorate targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### C3.6.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

**The Minimum Targeted Local Labour Skills Development CPG is *not applicable* to this project.**

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and

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".

For Internal & External Use

Effective date 5 September 2023

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Version: 2023/05

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..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **insert applicable Ward/s, Municipal District, Town, City, Province** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **insert number of working days as determined by the Construction Period** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **insert applicable percentage, both in words and figures**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### C3.6.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

**The Minimum Targeted Enterprise Development Contract Participation Goal is *insert "applicable" or "not applicable" to this project.***

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **insert percentage Min 5% and Max 30%** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be subcontracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum insert percentage Min 5% and Max 30%** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. It could be either or any combination of all Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

#### C3.6.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
  - Administrative and cost control systems
  - construction management systems and plans
  - planning, tendering and programming
  - business; technical; procurement skills
  - legal compliance
  - credit rating/history; financial loan capacity/history
  - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
  - perform needs analysis on the targeted enterprise to identify developmental goals
  - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
  - provide internal mentorship support to improve the targeted enterprise/s performance
  - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
  - submit a project completion report to the Employer's representative for each targeted enterprise.

#### C3.6.4.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

#### C3.6.4.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.

- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

#### C3.6.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

#### C3.6.4.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

#### C3.6.4.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

#### C3.6.4.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

#### C3.6.4.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

#### C3.6.4.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.

- submit payment certificates to the Employer Representative at intervals determined in the Contract.

#### C3.6.4.10 Compliance requirements

##### **Non-compliance with the Best Practice Project Assessment Scheme**

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

#### 3.6.5 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

##### **The Minimum Targeted Contract Skills Development CPG is *not applicable* to this project.**

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract).

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.6.5.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

*Table 1: Contracting skills development goals for different classes of engineering and construction works contracts*

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

**Table 2: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasurable item.*

(a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (d or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).

- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **insert applicable percentage, both in words and figures** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

#### C3.6.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates

- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

### **C3.6.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)**

**The National Youth Service Training and Development Programme is *not applicable* to this project.**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

### **C3.6.7 LABOUR-INTENSIVE WORKS**

**Labour Intensive Works is *not applicable* to this project.**

Where labour intensive work is specified in the Bill of Qualities and specified by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of Quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

**Employer's objectives:**

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

**Labour-intensive works:**

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

**Labour-intensive competencies of supervisory and management staff:**

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

### **C3.6.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION**

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

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

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

#### **Precedence**

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

#### **Hand excavatable material**

Hand excavatable material is:

**a) granular materials:**

- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) cohesive materials:**

- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### **Note**

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

**Table 3: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be

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			penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

### **Trench excavation**

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

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

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

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

### **Excavation**

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

### **Clearing and grubbing**

Grass and bushes shall be cleared by hand.

### **Shaping**

All shaping shall be undertaken by hand.

### **Loading**

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

### **Haul**

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

### **Offloading**

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

### **Spreading**

All material shall be spread by hand.

### **Compaction**

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

### **Grassing**

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

### **Stone pitching and rubble concrete masonry**

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

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

Grout shall be mixed and placed by hand.

### **Manufactured Elements**

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

### **C3.7 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

### **C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)**

**Submission of Monthly Local Material Utilisation Report (Local Content) *insert "applicable" or "not applicable" to this project.***

The Contractor shall when applicable to this project, be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractor to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

## Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

**CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.**

### 1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

### 1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

### 1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to 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”.

complete the Works.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Number of working days required to complete the Works based on the construction period = 600 days

CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)

Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)

CPG = 600 working days x 30% = 180 working days training to be provided

CPG Achieved = 160 days (20 days shortfall where no training was provided)

Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

#### 1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “contract Amount”, the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG

value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Minimum 5% = R6,5 Mil

Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.

Number of enterprises to be trained = 6 x 1 GB subcontractors

Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary

Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000

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B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	<b>Provisional Sum to be carried over to CPG bill of quantities</b>				<b>1 660 000</b>

“Contract amount” Tender amount excl. allowances and VAT,  
CPG Monetary value (5%) to be subcontracted to beneficiaries for  
training

No of enterprises based on the CPG value 130 000 000  
Contract period (months) 24 Grade 1 / 2  
GB/CE,ETC.

**Note: Rates to be determined by PQS and adjusted to accepted quotation amounts**

## 1.5 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the “contract amount” multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “Contract Amount”, the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

### CPG Calculation

**Table 2: Contracting skills development goals for different classes of engineering and construction works contracts**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

“Contract amount” = Tender amount at the time of award excluding allowances and expenses, and VAT

### Contractor CPG:

CPG calculation

“Contract amount” x factor from Table 3 above.

### CPG calculation example:

“Tender Amount” = R150 Mil for GB, all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

### Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG value = R650 000

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Achieved = R550 000 = R100 000 Shortfall  
Penalty = R100 000 x 30% = R30 000 Excl. VAT

#### **Calculations based on “Contract Amount” after bid award and appointment of beneficiaries**

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

*Table 4: Notional cost recalculation upon appointment of beneficiaries.*

Source: *cldb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)*

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
<b>Total</b>	<b>4</b>			<b>R676 000</b>

Note: the required CPG will be recalculated based on the awarded Tender amount and “Contract Amount” once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

#### **1.6 National Youth Service Programme (NYS) CPG**

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

##### Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.

Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25

Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)

Penalty = 5 x R2 500 = R12 500 Excl. VAT

#### **1.7 Labour Intensive Works CPG**

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

##### CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

##### Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Achieved = 9 Mil (R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT

## PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	Evander Magistrates Office Construction of facility for people with disability				
Tender / Quotation no:	NST 25/028	WCS no:	049866	Reference no:	ADD-2025/327

### C2.1 Pricing Assumptions

#### C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the Standard System for Measuring Builders' Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

“The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender”

#### **C2.1.2 VALUE ADDED TAX**

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

#### **C2.1.3 CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

#### **C2.1.4 ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

#### **C2.1.5 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

## **C2.1.6 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

## **C2.1.7 FIXED PRICE CONTRACT**

Tenderers are to take note that contract price adjustments **are not applicable** to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

The Bills of Quantities document is not a fixed price contract and the Tenderers are to take note that contract price adjustments (CPAP) are applicable to this contract.

## **C2.1.8 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

## **C2.1.9 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

## **C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

**Submission of Local Material Utilisation Reports is *not applicable* to this project.**

Bidders to note that materials procured for the works should be from South African manufacturers and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

## **C2.1.11 CONTRACT PARTICIPATION GOALS**

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".

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For Internal & External Use

Effective date: 5 September 2023

Version: 2023/05

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

**C2.1.11.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Suppliers CPG is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Labour Skills Development CPG is *not applicable* to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Enterprise Development Contract Participation Goal is *not applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The provisional amount allowed is for the

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appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

**C2.1.11.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is *not applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

**Payment**

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

**(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications;**

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of

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construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 2 of the Standard.

**Table 2: Contracting skills development goals for different classes of engineering and construction works contracts**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

<b>Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004</b>		<b>Construction skills development goal (CSDG) (%)</b>
<b>Designation</b>	<b>Description</b>	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration;

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: The notional cost pf providing training opportunities per quarter**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

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".

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Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.*

**Example:** Training Target Calculation for a R65,7m GB contract

Contract amount R65 700 000  
Contract duration 12 Months  
CSDG 0,50%  
Minimum CSDG target 0,50% x R65 700 000 = R328 500 (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
<b>Total</b>	2			R338 000

**C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

**The National Youth Service Training and Development Programme is *not applicable* to this project.**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.11.7 LABOUR-INTENSIVE WORKS**

**Labour Intensive Works is *not applicable* to this project.**

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.2 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

## PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Project title:	Evander Magistrates Offices Construction of facilities for people with disability				
Tender no:	NST 25/028	WCS no:	049866	Reference no:	ADD-2025/327

### C4 Site Information

1. The site address is Magistrate Court Evander, Cnr. Ghent &, Bolonga Rd, Evander, 2280

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b><i>Evander Magistrates Offices Construction of facilities for people with disability</i></b>		
<b>Tender / Quote no:</b>	NST25/028	<b>Reference no:</b>	ADD-2025/327
<b>Receipt Number:</b>			

### 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
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (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 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		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
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

\* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: **NST25/028**

**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> )	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)	43 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Tender no: **NST25/028**

**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:**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>