



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**REFERENCE NO. 19/2/4/2/2/6598/24**

**TENDER NO: MTH06/2025**

**14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE  
ACCOUNTING SATELLITE OFFICE  
COMPLETION OF WORKS NO. 2**

**VOLUME 2  
RETURNABLE DOCUMENTS**

**ISSUED BY:**

**DEPARTMENT OF PUBLIC WORKS  
PRD II BUILDING  
SUTHERLAND STREET  
MTHATHA  
5100  
25270**

**CONTACT PERSON:**

**MR L.D. YAKA  
TEL: (047) 502 7119**

**NAME OF FIRM: .....**

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## **T2.1: List of Returnable Documents**

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

<b>Project title:</b>	<b>14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2</b>		
<b>Tender / Quote no:</b>	MTH06/2025	<b>Reference no:</b>	19/2/4/2/2/6958/24
<b>Receipt Number:</b>	<i>insert receipt number</i>		

### 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.

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
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
Medical Certificate for the Confirmation of Permanent Disabled Status (PA-14)	1 Page	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
Tender and Construct Conditions Pertaining to Contract Participation Goal (PA-16.2)	3 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
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> .		
Evaluation Schedule: Project Reference Form 1	2 Pages	Yes

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

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**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)	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
<b>Tax Clearance Certificate</b>	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Valid B-BBEE Verification Certificate</b>	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original / Certified Bank Rating</b>	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

<b>Legal Status of Tendering Entity: If the Tendering Entity is:</b>	<b>Documentation to be submitted with the tender, or which may be required during the tender evaluation:</b>
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>

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## **C1.1 Form of Offer and Acceptance**

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

<b>Project title:</b>	14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2		
<b>Tender / Quotation no:</b>	MTH06/2025	<b>Reference no:</b>	19/2/4/2/2/6958/24

### OFFER

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

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

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

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

**Rand (in figures) R** .....

**Rand (in words)**.....

.....

.....

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

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

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

Company or Close Corporation:  
.....  
.....  
And: Whose Registration Number is:  
.....  
And: Whose Income Tax Reference Number is:  
.....  
CSD supplier number:.....

**OR**

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

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

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

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<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: .....	<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>
In his/her capacity as: .....	

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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

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

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

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

**Tender / Quotation no: MTH06/2025**

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

.....  
 .....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

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

**Tender / Quotation no: MTH 06/2025**

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	<b><i>5<sup>TH</sup> Floor PRD Building, 29 Sutherland Street Mthatha 5100</i></b>

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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

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

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

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## **C2.2 Bills of Quantities**

**BILL No. 1 : PRELIMINARY & GENERAL**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1	Compliance with General Conditions of Contract Insurances, Sureties, Travelling, Out of Town Allowances				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.2	Establishment of site and provision of buildings and storage facilities including de-establishment of site cleaning and tidying up after completion of contract				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.3	Full time contract management and supervision of the works including liaison with Principal Contractor and submission of installation programme including weekly revisions thereto from time to time or as may be required				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.4	Liaison with Local Authority, compliance with O.S.H. Act, Local By-Laws and any other statutory regulations	Item	1		
1.5	Any additional item not specifically mentioned or included in the Bill of Quantities which the Tenderer may wish to detail.	Item	1		
1.6	Final Inspection of the works by an accredited representative and signing-off of installation excluding the provision of a Certificate of Compliance measured elsewhere	Item	1		
1.7	<b>SECURITY CHECK OF PERSONNEL</b> The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security clasified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or document or information relating to the works				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.8	<b>PROHIBITION ON TAKING OF PHOTOGRAPHS</b> In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorised thereto by or on behalf of the Minister.				
<b>Carried forward</b>					

**BILL No. 1 : PRELIMINARY & GENERAL**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
	The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959 Fixed Value related Time related	Item Item Item	1 1 1		
1.9	<b>HIV/AIDS AWARENESS</b> It is required of the Contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bill of Quantities. Provision for pricing of HIV/AIDS awareness is made under items 1.10 to 1.14 hereafter and it is explicitly pointed out that all requirements of the aforementioned spec are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained. The Contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.				
1.10	<b>AWARENESS CHAMPION</b> Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Spec. Fixed Value related Time related	Item Item Item	1 1 1		
1.11	<b>AWARENESS WORKSHOPS</b> Selection and appointment of a competent Service Provided approved by the principal agent, provision of a Service Provided Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification Fixed Value related Time related	Item Item Item	1 1 1		
1.12	<b>POSTERS, BOOKLETS, VIDEOS, ETC.</b> Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed Value related Time related	Item Item Item	1 1 1		
<b>Carried forward</b>					

**BILL No. 1 : PRELIMINARY & GENERAL**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
1.13	<b>ACCESS TO CONDOMS</b> Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.14	<b>MONITORING</b> Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.15	<b>OCCUPATIONAL HEALTH AND SAFETY ACT 1993 AND THE CONSTRUCTION REGULATIONS 2003</b> It is required of the contractor to study the Occupational Health and Safety Act attached as an additional specification. Provision for pricing of the Occupational Health and Safety Act and the Construction Regulations is made under items 1.16 to 1.30 and it is explicitly pointed out that all the requirements of the abovementioned specification are deemed to be priced hereunder and no additional extras to the contract in this regard shall be entertained.				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.16	<b>CONTRACTOR'S RISK ASSESSMENT</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.17	<b>HEALTH AND SAFETY PLAN, COMPLIANCE WITH HEALTH AND SAFETY SPECIFICATIONS AND CONSTRUCTION REGULATIONS (2003)</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.18	<b>HEALTH AND SAFETY TRAINING, PROMOTION AND AWARENESS</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.19	<b>MONITORING AND AUDITS</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.20	<b>STATUTORY REPORTING</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
<b>Carried forward</b>					

**BILL No. 1 : PRELIMINARY & GENERAL**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
1.21	<b>MANAGEMENT OF HEALTH AND SAFETY PLAN</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.22	<b>PERSONAL PROTECTIVE EQUIPMENT AND PROTECTIVE CLOTHING</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.23	<b>PROVISIONS FOR FACILITIES ON SITE</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.24	<b>PUBLIC HEALTH AND SAFETY</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.25	<b>HEALTH AND SAFETY NOTICES, SIGNAGE, PICTOGRAMS, ETC</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.26	<b>OCCUPATIONAL HEALTH</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.27	<b>EMERGENCY PLANNING AND RESPONSE</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.28	<b>DEVELOPMENT OF SAFE WORK PROCEDURES AND METHOD STATEMENTS</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.29	<b>HEALTH AND SAFETY FUNCTIONS</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.30	<b>MEDICAL SURVEILLANCE</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.32	<b>SPECIAL CLOTHING FOR WORKFORCE</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
1.33	<b>IDENTITY CARDS</b>				
	Fixed	Item	1		
	Value related	Item	1		
	Time related	Item	1		
<b>BILL No 1 : CARRIED FORWARD TO SUMMARY</b>					

**BILL NO. 2 : BUILDING WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>STRUCTURAL AND BUILDING</b>				
<b>1</b>	<b>DOORS AND DOOR FRAMES</b>				
1.1	Remove existing doors and door frames and make good for installation of new doors and door frames measured elsewhere				
	a) External door	No	1		
	b) Internal doors	No	2		
1.2	Supply and install door frame of 50mm x 25mm x 2.5mm rectangular mild steel tubing with 10mmx 10mm solid steel welded in rectangular tubing to form rebate, in a 900mm (wide) frame. Additional formed channel sections (230mm wide x 100mm deep or 110mm wide x 75mm deep) to be welded to rectangular tubing suitable to fit over brick wall where applicable. All steel work to be hot dipped galvanised. Frame to be securely fastened within modular panels or brick wall. Including making good brickwork and plaster or modular panels/frames.				
	a) External door	No	1		
	b) Internal doors	No	2		
1.3	Supply and install modular (G3) security door 2032mm (high) x 900mm (wide) x 40mm (thick) with 3mm mild steel lining inside. To be made up with Supawood (MDF) outside finish and 15mm "T" - profile solid timber edges to receive hinge and lockset. Including anti tamper aluminium T-section between door and door frame to protect the lock, a security lock (Tessa 2030/300B security double cylinder in 2020 F/60 emergency exit lock with internal emergency release bar), 3 x 100mm (long) stainless steel roller bearing hinges securely fastened with 6mm x 45mm stainless steel countersink screws and a 12mm silver Astro-optical wide angle 160 degree door viewer.				
	a) External door	No	1		
	b) Internal doors	No	2		
<b>2</b>	<b>STRONG ROOM DOOR AND VENTILATION COVERS</b>				
2.1	Remove existing and supply and supply and install new lock mechanism to existing strong room door (keys are lost), including set of three new keys. Installation to be done by specialist locksmith.	Sum	1		
2.2	Remove protection cover over strong room door lock and make door good (paint).	Sum	1		
<b>Carried forward</b>					

**BILL NO. 2 : BUILDING WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
2.3	Supply and install external and internal ventilator covers to existing ventilation openings in strong room wall, similar to Mutual double ended telescopic ventilator by	Sum	2		
<b>3</b>	<b>WINDOWS: BULLET RESISTANT GLASS AND</b>				
3.1	Remove existing bullet-resistant windows (and frame) and supply and install new bullet-resistant windows with existing frames, including making good brickwork and plaster or modular panels/frames. Bullet-resistant glass panels must be Industry Designated G3 level protection (eg 78mm resistoglass or 53mm thick Resistolite, etc.) Dimensions to be confirmed on site prior to placing				
	a) BPW 1 (approximately 1,80m x 0.58m)	m <sup>2</sup>	1.05		
	b) BPW 2 (approximately 2.00m x 1.02m)	m <sup>2</sup>	2.04		
	c) BPW 3 (approximately 1,4m x 1.18m)	m <sup>2</sup>	1.66		
	d) BPW 4 (approximately 1,53m x 1.13m)	m <sup>2</sup>	1.73		
3.2	Remove and reinstall existing bullet-resistant windows and frames that were incorrectly installed the wrong way around previously, including making good brick work and plaster or modular panels/frames. Dimensions to be				
	a) BPW 2 (approxiamately 2.00m x 1.02m)	No	1		
	b) BPW 3 (approxiamately 1,4m x 1.18m)	No	1		
	c) BPW 4 (approxiamately 1,53m x 1.13m)	No	1		
3.3	Polish scratched bulletproof glass to repair				
	a) BPW 2 (approxiamately 2.00m x 1.02m)	m <sup>2</sup>	2.04		
<b>4</b>	<b>MISCELLENEOUS SANITARY FITTING</b>				
4.1	Supply and install new lockable stainless steel toilet roll holder (similar to Ticra Toilet Roll holder TR2)	No	1		
4.2	Supply and install new manual liquid/gel soap dispenser with 1 liter refillable bottle, stainless steel (similar to Ticra Manual Soap Dispenser - 1l Refillable Bottle)	No	1		
4.3	Supply and install new mirror (600mm high x 400mm wide x 5mm thick)	No	1		
<b>Carried forward</b>					

**BILL NO. 2 : BUILDING WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
<b>5</b>	<b>CARPENTRY AND JOINERY FOR ROOFS AND</b>				
5.1	Remove existing wood/formica counter top and replace with 32mm granite (black) countertop, complete with provision for cash tray opening. Rate to include for all modifications to existing counter structure to accommodate new counter top and associated cash				
5.1.1	At BPW 2 (approximately 2000mm long x 1000mm wide)	Sum	1		
5.1.2	At BPW 4 (approximately 1600mm long x 1000mm wide)	Sum	1		
5.2	Supply and install new 600mm x 600mm lockable access manhole/trap door in ceiling, complete with support timber work, cutting and painting, hinges and	Sum	1		
5.3	Supply and install cornice to match existing and paint	m	15		
<b>6</b>	<b>WALLS</b>				
6.1	Repairs to walls				
6.1.1	Repair minor cracks	m <sup>2</sup>	10		
6.1.2	Repair severe wall cracks	m	5		
6.1.3	Hack off, remove, replace and paint plaster surfaces in patches	m <sup>2</sup>	10		
<b>7</b>	<b>FLOORS</b>				
7.1	Remove existing tile, -grout and -adhesive in strong room entrance area ready to receive new screed	m <sup>2</sup>	3.0		
7.2	Place new screed for epoxy painting in the following				
7.2.1	Strong room entrance area	m <sup>2</sup>	3.0		
7.2.2	Strong room floor	m <sup>2</sup>	7.00		
7.3	Apply epoxy coating to a nominal dry film thickness to strong room and strong room entrance area floor	m <sup>2</sup>	10.0		
<b>8</b>	<b>PAINTWORK</b>				
	Preparation and painting two coats of approved paint to:				
8.1	Previously painted plastered walls (interior): super acrylic copolymer PVA (2 coats, to match existing	m <sup>2</sup>	540		
8.2	Previously painted plastered walls (exterior) to match existing: super acrylic copolymer PVA. (2 coats, to match existing colour).	m <sup>2</sup>	180		
<b>Carried forward</b>					

**BILL NO. 2 : BUILDING WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
8.3	Previously painted plastered ceilings: super acrylic copolymer PVA.	m <sup>2</sup>	60		
8.4	Prepare and varnish external facebrick walls to match existing	m <sup>2</sup>	46		
8.5	Prepare and varnish existing wood skirtings (2 coats)	m	50		
8.6	Prepare and paint new doors with one coat MDF edge sealer applied as per Plascon specification and two coats of Flowline KNL spray paint as per Plascon specification (colour light grey)	No	3		
8.7	Prepare and paint new galvanised steel door frames with one coat primer for galvanised steel applied as per Plascon specification and two coats of Flowline KNL spray paint as per Plascon specification (colour light	No	3		
<b>BILL No 2 : CARRIED FORWARD TO SUMMARY</b>					

**BILL No. 3 : SECURITY SYSTEM (ICT)**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>CCTV SYSTEM</b>				
1.1	4MP IR Vari-focal Dome WizSense Network Camera, External, as specified				
	Supply	No.	5		
	Install	No.	5		
1.2	4MP Smart Dual Light Vari-focal Eyeball WizSense Network Camera, Internal, as specified				
	Supply	No.	3		
	Install	No.	3		
1.3	Network Video Recorder, 16Ch, 2HDD, 1U, as specified				
	Supply	No.	1		
	Install	No.	1		
1.4	SATA 8TB SAS Hard Drive – 3.5", 7200rpm				
	Supply	No.	2		
	Install	No.	2		
1.5	18 Port Cloud Managed Desktop Switch with 16-Port POE				
	Supply	No.	1		
	Install	No.	1		
1.6	Cat 6 CCA Grey UTP Cable				
	Supply	m	100		
	Install	m	100		
1.7	RJ45 CAT6 UTP Modular Plug				
	Supply	each	40		
	Termination	each	40		
<b>2</b>	<b>ACCESS CONTROL SYSTEM</b>				
2.1	Electric Rim Gate Lock, Inward Open RHS with 2 x Release buttons, C/W power supply and backup battery				
	Supply	Sum	1		
	Install	Sum	1		
2.2	Magnetic Door Lock 280kg				
	Supply	each	3		
	Install	each	3		
2.3	Access Control Reader (Biometric, Card & Keypad), as specified				
	Supply	No.	6		
	Install	No.	6		
2.4	Vandal Resistant enclosure for A/C Reader				
	Supply	No.	1		
	Install	No.	1		
<b>Carried forward</b>					

**BILL No. 3 : SECURITY SYSTEM (ICT)**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
2.5	Access control cards, as specified				
	Supply	No.	20		
	Program	No.	20		
2.6	Emergency green break glass unit, as specified				
	Supply	No.	3		
	Install	No.	3		
2.7	Door Closer (HEAVY DUTY) 100-120KG				
	Supply	each	4		
	Install	each	4		
2.8	1.5mm <sup>2</sup> 2 core flex cable for Mag locks				
	Supply	m	30		
	Install	m	30		
2.9	Mylar 6 Core shielded cable				
	Supply	m	50		
	Install	m	50		
2.10	3A Power Supply Unit, 12.8VDC, C/W 7AH Lithium Life-PO4 battery in lockable enclosure for Access Control Doors				
	Supply	Sum	3		
	Install	Sum	3		
2.11	Access Door Controller, 4 Door c/w power supply unit and enclosure				
	Supply	No	1		
	Install	No	1		
<b>3</b>	<b>ALARM SYSTEM</b>				
3.1	10 Zone hybrid control panel c/w metal enclosure				
	Supply	No.	1		
	Install	No.	1		
3.2	Alarm keypad, as specified				
	Supply	No.	1		
	Install	No.	1		
3.3	LTE / 4G / 3G / 2G / GSM Communicator Module, c/w Sim Card				
	Supply	No.	1		
	Install	No.	1		
3.4	Surface mount magnetic contacts for doors, as specified				
	Supply	No.	8		
	Install	No.	8		
3.5	Passive Infrared and Microwave sensor with Anti cloaking Technology, c/w ceiling mounted bracket (internal)				
	Supply	No.	3		
	Install	No.	3		
<b>Carried forward</b>					

**BILL No. 3 : SECURITY SYSTEM (ICT)**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
3.6	Passive Outdoor infrared Linear Beam Detectors, min 1m, (set of 2)				
	Supply	No.	2		
	Install	No.	2		
3.7	External Alarm sounder and Strobe Light, 65 dB (A) at 8 metres				
	Supply	No.	1		
	Install	No.	1		
3.8	6 Core CCA Buglar Alarm Cable				
	Supply	m	100		
	Install	m	100		
3.9	Wall mount transformer 16V AC 1.25 AMP 20 VA				
	Supply	each	1		
	Install	each	1		
<b>4</b>	<b>ICT GENERAL</b>				
4.1	15U 600mm (d) Floor standing rack, complete with PSU, as specified				
	Supply	No.	1		
	Install	No.	1		
4.2	24 Port Cat6 Rack Mount Patch Panel				
	Supply	No.	1		
	Install	No.	1		
4.3	Cat6 Patch Leads				
	Supply	No.	18		
	Install	No.	18		
4.4	19-inch Rack Mount Brush Panel				
	Supply	No.	1		
	Install	No.	1		
4.5	Industrial Computer, all Aluminium Fanless design, as specified				
	Supply	No.	1		
	Install	No.	1		
4.6	Windows 11 Pro Operating System for above computer				
	Supply	No.	1		
	Install	No.	1		
4.7	24" FHD LED Monitor, super slim design, as specified				
	Supply	No.	2		
	Install	No.	2		
4.8	CCTV & Access Control Software, as specified				
	Supply	No.	1		
	Install	No.	1		
<b>Carried forward</b>					

**BILL No. 3 : SECURITY SYSTEM (ICT)**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
4.9	Testing, Intergrating and Commissioning of the complete ICT system, including CCTV, Access Control and Alarm System	Sum	1		
4.10	Any items not mentioned above, yet required for the successful completion of the ICT installation	Sum	1		
<b>BILL No 3 : CARRIED FORWARD TO SUMMARY</b>					

**BILL No. 4 : MECHANICAL SERVICES**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>RECTANGULAR DUCTWORK</b> Unless otherwise specified all sheet metal ductwork shall be supplied with internal insulation and shall be c/w all the necessary galvanized iron rod and angle supports				
1.1	Rectangular ductwork 250x 250 Supply	m	1		
	Install	m	1		
1.2	Rectangular ductwork 200x 250 Supply	m	4		
	Install	m	4		
<b>2</b>	<b>DUCTWORK FITTINGS</b>				
2.1	Transformation Ø150 to 250 x 250 app 200 long Supply	each	1		
	Install	each	1		
2.2	Transformation Ø150 to 200 x 250 app 200 long Supply	each	1		
	Install	each	1		
<b>3</b>	<b>SOUND ATTENUATING FLEXIBLE DUCTWORK</b> Supply and Install Aluminium ducting internally and externally, as shown on the AC drawings				
3.1	Aluminium Ducting Dia Ø225 Supply	m	7		
	Install	m	7		
<b>4</b>	<b>INLINE DUCT FANS</b>				
4.1	Integrated mixed flow fan c/w sound absorbent material, all the necessary controls 140 m <sup>3</sup> /hr fresh air capacity suitable for continuous duty Supply	each	1		
	Install	each	1		
<b>5</b>	<b>GRILLES &amp; LOUVERS</b>				
5.1	Sheet metal plenum box for 250 x 250 grille c/w Ø225 spigot for flexible duct Supply	each	2		
	Install	each	2		
5.2	DD type grille c/w regulating damper powder coated white 250 x 250 Supply	each	2		
	Install	each	2		
<b>Carried forward</b>					

**BILL No. 4 : MECHANICAL SERVICES**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
5.3	Aluminium air inlet louvers back to back c/w 50 mm blades, bird and vermin proof mesh 250 x 250				
	Supply	each	1		
	Install	each	1		
5.4	120m <sup>3</sup> /hr wall mounted exhaust air fan c/w automatic operated back draft shutter				
	Supply	each	1		
	Install	each	1		
5.5	400X100mm aluminium natural anodised telescopic door grille				
	Supply	each	3		
	Install	each	3		
<b>6</b>	<b>FILTER HOUSING</b>				
6.1	Filter frame suitable for 250 x 250 primary 50 mm deep pleated filters	each	3		
<b>7</b>	<b>FILTERS</b>				
7.1	Farr or equal Lockpleat 250 x 250 x 50 washable primary filter	each	1		
<b>8</b>	<b>AIR CONDITIONING</b>				
8.1	Full service to Single phase inveter heatpump mid wall split unit for Back Office room, 3.6kW	each	1		
8.2	Full service to Single phase inveter heatpump mid wall split unit for Front Office room, 1.6kW	each	1		
8.3	Allowance for replacement of Air Conditioner parts	each	1		
8.4	Supply & Installation of Mini lime condasate pump kit c/w trunking for the air-conditioning unit in Secure Office	each	1		
8.5	Supply of Remote Control c/w batteries for Air Conditioner Units	each	2		
<b>9</b>	<b>EXTRACTION FAN</b>				
9.1	150mm Dia, 240 m <sup>3</sup> /hr wall mounted extraction fan c/w automatic operated back draft shutter for toilet	each	1		
<b>10</b>	<b>TESTING AND COMMISSIONING</b>				
10.1	Ventilation systems	Sum	1		
<b>11</b>	<b>DOCUMENTATION</b>				
11.1	Supply all test records and approval documentation	Sum	1		
<b>Carried forward</b>					

**BILL No. 4 : MECHANICAL SERVICES**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
<b>12</b>	<b>O&amp;M MANUALS</b>				
12.1	Compilation of Operating and Maintenance Manuals for approval by Mechanical Engineer. Copies in Lever arch file format and Soft Copy Format on Data Stick/DVD	Item	3		
12.2	"As Built" drawings	Set	3		
<b>13</b>	<b>OTHER</b>				
13.1	Any items not mentioned above, yet required for the successful completion of the ICT installation	Sum	1		
<b>BILL No 4 : CARRIED FORWARD TO SUMMARY</b>					

**BILL No. 5 : ELECTRICAL INSTALLATION**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>CONDUIT &amp; ACCESSORIES</b>				
	All conduit and accessories to be PVC. The supply and installation of conduit prices to include cutting, drawboxes, fixing material, all conduit accessories, round boxes, locknuts, bushes, cover plates et cetera.				
1.1	20mm PVC Conduit cast in concrete				
	Supply	m	50		
	Install	m	50		
1.2	25mm PVC Conduit cast in concrete				
	Supply	m	50		
	Install	m	50		
1.3	Galvanised bosal, 100 x 50 x 50 switch boxes for 20mm dia conduit built into brickwork or cast into concrete (coverplates measured elsewhere)				
	Supply	each	5		
	Install	each	5		
1.4	Galvanised bosal, 100 x 100 x 50 switch boxes for 25mm dia conduit built into brickwork or cast into concrete (coverplates measured elsewhere)				
	Supply	each	5		
	Install	each	5		
1.5	2x4 Blank Metal Cover Plate				
	Supply	each	6		
	Install	each	6		
1.6	4x4 Blank Metal Cover Plate				
	Supply	each	4		
	Install	each	4		
1.7	PVC Round Box, 2 Way for 20mm Conduit, Chased in Wall				
	Supply	each	4		
	Install	each	4		
1.8	PVC Round Box, 2 Way for 25mm Conduit, Chased in wall				
	Supply	each	8		
	Install	each	8		
1.9	Nylon Draw Tape				
	Supply	m	50		
	Install	m	50		
<b>Carried forward</b>					

**BILL No. 5 : ELECTRICAL INSTALLATION**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
<b>2</b>	<b>CONDUCTOR</b>				
	The supply and installation of PVC insulated single core stranded copper conductors drawn into conduits				
2.1	4mm <sup>2</sup> PVC black & red				
	Supply	m	50		
	Install	m	50		
2.2	2.5mm <sup>2</sup> PVC black & red				
	Supply	m	100		
	Install	m	100		
2.3	2,5mm <sup>2</sup> PVC green/yellow earth wire				
	Supply	m	100		
	Install	m	100		
2.4	1.5mm <sup>2</sup> PVC black & red				
	Supply	m	50		
	Install	m	50		
<b>3</b>	<b>CIRCUIT BREAKERS &amp; ISOLATOR</b>				
3.1	20Amp DP surface mounted isolator with cover plate for Air Conditioner				
	Supply	each	1		
	Install	each	1		
3.2	20Amp SP 5kA circuit breaker mounted in DB				
	Supply	each	4		
	Install	each	4		
<b>4</b>	<b>SOCKET OUTLET</b>				
4.1	16Amp Single Socket Outlet surface mounted in ceiling space with cover plates for Mag locks and Door Controller				
	Supply	each	4		
	Install	each	4		
<b>5</b>	<b>POWER SKIRTING</b>				
	The supply and installation of modular pre-galvanised 3 compartment power ducting complete with 2 separate clip on steel full length covers colour sandstone				
5.1	3 compartment P801 power ducting complete with 2 covers				
	Supply	m	10		
	Install	m	10		
5.2	16 Amp 3 pin flat dedicated socket outlet Blue				
	Supply	each	10		
	Install	each	10		
<b>Carried forward</b>					

**BILL No. 5 : ELECTRICAL INSTALLATION**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
5.3	RJ 45 data outlets				
	Supply	each	5		
	Install	each	5		
<b>6</b>	<b>LIGHTING</b>				
	The supply and installation of lthe following light fittings				
6.1	20W LED Bulkhead with Aluminium body and trim Ring, White				
	Supply	m	1		
	Install	m	1		
6.2	LED Light Red for Walk in Safe, mounted above door				
	Supply	m	1		
	Install	m	1		
<b>BILL No 5 : CARRIED FORWARD TO SUMMARY</b>					

**BILL No. 6 : ELECTRICAL SOLAR BACKUP SYSTEM**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>INVERTER WORKS</b>				
	The supply and installation of Hybrid inverter & batteries, wall mounted next to existing main DB				
1.1	8kW 1P Hybrid Inverter				
	Supply	each	1		
	Install	each	1		
1.2	AC Inverter DB c/w 40A DP Input and Output circuit breakers, 40A Manual Bypass Switch, Voltage indicators, Warning labels, etc.				
	Supply	each	1		
	Install	each	1		
1.3	Double Compartment PVC Trunking (OBO) with cover				
	Supply	m	10		
	Install	m	10		
1.4	10.65kW Lithium Battery 51.2V, 200Ah, 1C c/w wall mounting brackets, battery cables & lugs				
	Supply	each	2		
	Install	each	2		
1.5	DC Battery protection, c/w 125A Fuse Holder and Fuses				
	Supply	each	4		
	Install	each	4		
1.6	25mm <sup>2</sup> DC Battery Cable - Red & Black				
	Supply	m	20		
	Install	m	20		
<b>2</b>	<b>SOLAR WORKS</b>				
2.1	555W Tier 1 Solar Panels				
	Supply	each	12		
	Install	each	12		
2.2	Solar Mounting Structure per panel				
	Supply	each	12		
	Install	each	12		
2.3	6mm Solarflex DC cable				
	Supply	m	180		
	Install	m	180		
2.4	MC4 connectors with fuses				
	Supply	each	4		
	Install	each	4		
2.5	Earthing of solar panels, connected together and earthed via down conductor and earth spike				
		Sum	1		
<b>Carried forward</b>					

**BILL No. 6 : ELECTRICAL SOLAR BACKUP SYSTEM**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Brought forward</b>					
2.6	Solar Combiner box c/w 20A DC Fuse Holders & 16A DC fuses & SP SPD's for two (2) PV strings				
	Supply	each	2		
	Install	each	2		
2.7	Surface mounted PVC trunking, 40mmx40mm, White, 3m length, on Wall or Ceiling Space				
	Supply	each	12		
	Install	each	12		
<b>3</b>	<b>ELECTRICAL WORKS</b>				
3.1	40A DP Input circuit breaker rated in accordance with inverter installed in existing Main DB complete with bridging conductors				
	Supply	each	1		
	Install	each	1		
3.2	6mm Twin & Earth Input & output cabling				
	Supply	m	10		
	Install	m	10		
	Terminations	each	2		
3.3	Seperation of Main DB creating Essential & Non-Essential sections of DB - colour coded blue, voltage indicators, safety/warning labels as per SANS 10141-2	Sum	1		
3.4	Earthing system complete - earth spike, clamp, conduit & earthing conductor	Sum	1		
3.5	Re-locating of existing circuitry between existing, non essential & essential sections	each	10		
<b>4</b>	<b>GENERAL</b>				
4.1	Certificate Of Compliance for complete Solar Installation	Sum	1		
4.2	Programming & Commissioning of the Complete System	Sum	1		
4.3	Sundries - Hilti nails, insulation tape, drill bits, holesaws, ferrules etc	Sum	1		
4.4	Roof structure inspection and approval by Structural Engineer	Sum	1		
<b>BILL No 6 : CARRIED FORWARD TO SUMMARY</b>					

**BILL No. 7 : ELECTRICAL SUNDRY ITEMS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Housekeeping, sundry items, consumable stocks, such as circuit beads engraving, labels etc.	Sum	1		
2	Provide for the earthing of all the building to wiring code including provision for readily accessible earth terminal in low voltage room for other services	Sum	1		
3	Testing of complete Electrical installation in terms of SANS 10142-1 & Provide Certificate of Compliance for Distribution Board	Sum	1		
4	Compile Operating and Maintenance Manuals for approval by Electrical Engineer. Copies in Lever arch file format and Soft Copy Format on Data Stick/DVD	Item	3		
5	Training of end-user	Sum	1		
<b>BILL No 7 : CARRIED FORWARD TO SUMMARY</b>					

**SCHEDULE OF QUANTITIES - TENDER SUM**

**NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK**

DESCRIPTION	AMOUNT
<b>BILL No. 1 : PRELIMINARY &amp; GENERAL</b>	R
<b>BILL NO. 2 : BUILDING WORKS</b>	R
<b>BILL No. 3 : SECURITY SYSTEM (ICT)</b>	R
<b>BILL No. 4 : MECHANICAL SERVICES</b>	R
<b>BILL No. 5 : ELECTRICAL INSTALLATION</b>	R
<b>BILL No. 6 : ELECTRICAL SOLAR BACKUP SYSTEM</b>	R
<b>BILL No. 7 : ELECTRICAL SUNDRY ITEMS</b>	R
<b>TOTAL OF SCHEDULE OF QUANTITIES CARRIED OVER :</b>	R
<b>VALUE ADDED TAX :</b> (Tenderers shall add 15% of the Total of Schedule of Quantities above for Value-Added Tax)	R
<b>TOTAL TENDER SUM CARRIED FORWARD TO FORM OF OFFER &amp; ACCEPTANCE</b>	R

DEPARTMENT OF PUBLIC WORKS

14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2

TENDER NO MTH06/2025

## **T2.2.1: Returnable Documents required for tender evaluation purposes**

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

Full Name	Identity Number	Name of State institution

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

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

**YES / NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

**YES / NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</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>2</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.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**This form has been aligned with SBD4**

## PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

<b>Project title:</b>	<b>14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2</b>		
<b>Tender / Bid no:</b>	MTH06/2025	<b>Reference no:</b>	19/2/4/2/2/6958/24

I, \_\_\_\_\_ (surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my practice number being \_\_\_\_\_, practising at  
 \_\_\_\_\_ (Physical or postal addresses)  
 declare that I have examined Mr. / Ms. \_\_\_\_\_,  
 identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” – as per Preferential Procurement Policy Framework Act No 5 of 2000.

The nature of the disability is as follows:

---



---



---

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFICIAL STAMP OF  
MEDICAL PRACTITIONER

## 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 Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (Project description as per Bid / Tender Document)

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

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

	Name	Capacity	Signature
1			
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16			

17			
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20			

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

(Project description as per Bid /Tender Document)

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

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 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.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

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

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

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

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

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

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

\_\_\_\_\_

\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

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



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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

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

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

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

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

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<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 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 (NCPDPSA).</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>



**1.5.2. 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 2 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> <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 (NCPDPSA).</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>
--	----	--	---	---

**1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 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%	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

		owned by black women (mandatory)		
	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 (NCPDSA).</p>
	<b>OR</b>			
	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).

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	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 propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company

State Owned Company  
[TICK APPLICABLE BOX]

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# PA-16.2 (EC): TENDER AND CONTRACT CONDITIONS PERTAINING TO CONTRACT PARTICIPATION GOAL (PARTICIPATION OF TARGETED ENTERPRISES)

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## PARTICIPATION OF TARGETED ENTERPRISES

### 1. Introduction

This document provides for the setting of participation targets (contract participation goal) for a contract, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance with tendered contract participation goals during the execution of the contract.

### 2. Scope

This document:

- 2.1 specifies the general requirements for contracting targeted enterprises on a contract for the provision of works and/or services;
- 2.2 specifies the requirements for the contract participation goal; and
- 2.3 describes the means by which:
  - 2.3.1. progress towards the achievement of the tendered contract participation goal will be monitored;
  - 2.3.2. compliance with requirements will be verified and monitored; and
  - 2.3.3. penalties will be applied in the event of non-compliance with requirements set out herein

### 3. Definitions

For the purposes of this document, unless the context indicates otherwise:

- 3.1 **commercially useful function** means the actual performance of works or the provision of services in the discharge of any contractual obligation, which includes, without limitation, the performance of a distinct element of works and/or services which the targeted enterprise has the skills and expertise to undertake, and the responsibility for management and supervision.
- 3.2 **contract participation goal (CPG)** means the financial value of works and/or services which the contractor subcontracts to targeted enterprises, exclusive of preliminaries, contingencies, escalation and value added tax, expressed as a percentage of the net amount.
- 3.3 **net amount** means the financial value of the contract at the time of the award thereof, exclusive of preliminaries, contingencies, escalation and value added tax.
- 3.4 **principal agent / engineer** means the principal agent if the JBCC 2000 Principal Building Agreement is used, or engineer if the GCC 2004 General Conditions of Contract is used.
- 3.5 **targeted enterprise** means a contractor who is registered with the CIDB in a potentially emerging (PE) contractor grading designation.
- 3.6 **targeted enterprise declaration affidavit** means an affidavit, in the format provided for in the contract, which confirms the bona fides of a targeted enterprise.

### 4. Requirements

#### 4.1 Contract participation goal

- 4.1.1. The contractor shall subcontract targeted enterprises directly in the performance of the contract to the extent that the total financial value of such subcontracts, in accordance with all the requirements of this document, is sufficient to achieve the contract participation goal provided for in the contract.

NOTE: The contract participation goal is to be tendered in the Preference Points Claim Form and Affidavit (PA-16.1 EC) in T2.2 which must be submitted together with the tender. Failure to tender a contract participation goal will result in the contractor not being awarded indirect preference points.

4.1.2. The contractor must submit to the principal agent / engineer details of his plan to achieve the tendered contract participation goal in the Contract Participation Goal Implementation Plan (see annexure A), within five working days of being instructed to do so. If no such instructions are given, these plans must be submitted to the principal agent / engineer before or with the submission of the first claim for payment.

NOTE: The information contained in the Contract Participation Goal Implementation Plan facilitates the monitoring of the performance of the contractor in terms of his contract participation goal obligations.

#### 4.2 Achieving the contract participation goal

##### 4.2.1. General

A contractor may achieve the contract participation goal by subcontracting one or more targeted enterprises to perform commercially useful functions in the performance of the contract.

##### 4.2.2. Verification of the status of targeted enterprises

Contractors must submit to the principal agent / engineer completed Targeted Enterprise Declaration Affidavits (see annexure B), together, where required, with Letters of Undertaking to act as Subcontractors (see annexure C), in respect of each and every targeted enterprise whose contribution shall be counted towards the tendered contract participation goal. These documents must be submitted before or with the submission of the first claim for payment, or as otherwise agreed in writing with the employer.

#### 4.3 Points awarded for the tendered contract participation goal

4.3.1. Indirect preference points for the contract participation goal shall be granted by converting the following to a percentage of the net amount:

the total financial value of the works and/or services, exclusive of preliminaries, contingencies, escalation and value added tax, subcontracted to targeted enterprises, in fulfilling contractual obligations, subject to such targeted enterprises not further subcontracting.

4.3.2. The minimum contract participation goal for which indirect preference points will be awarded is set out in the Notice and Invitation to Tender (PA-04 EC) in T1.1.

4.3.3. Tenderers will qualify for indirect preference points if their tendered contract participation goals are equal to or exceed the minimum set by the employer. Tenderers may increase their contract participation goals above the minimum and the tenderer who tenders the highest contract participation goal will receive the maximum indirect preference points allocated in the Notice and Invitation to Tender (PA-04 EC) in T1.1.

4.3.4. The number of indirect preference points awarded for the tendered contract participation goal will be calculated using the following formula:

$$Ng = \frac{Z(D - Ds)}{(X - Ds)}$$

Where:

- Ng = the number of indirect preference points awarded
- D = the tendered contract participation goal percentage
- Ds = the specified minimum contract participation goal percentage stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1
- X = the highest contract participation goal percentage tendered
- Z = the maximum indirect preference points stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1

## 5. Compliance with the contract

### 5.1 General

5.1.1. The contractor must enter into written contractual agreements with all the targeted enterprises cited in the Contract Participation Goal Implementation Plan and shall, as soon as is practicable, but not later than the commencement of such subcontracted works and/or services, furnish the principal agent / engineer with copies of such agreements and the written acceptances thereof.

5.1.2. Such written contractual agreements must not contain any of the following:

- a) a right to set off in favour of the employing contractor not provided for by law;
- b) arbitrary decision making powers in favour of the employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
- c) payment procedures based on a pay-when-paid system;
- d) retention percentages and periods of retention after completion, which are greater than percentages and periods provided for in the contract; or
- e) conditions which are more onerous than those which exist in the contract.

5.1.3. The subcontracts to be performed by the targeted enterprises shall thereafter neither be reduced in scope, nor terminated without prior written notification to the employer.

### 5.2 Substitutions

5.2.1. In the event that a contracted targeted enterprise is found:

- a) to be unable to perform, or to perform on time;
- b) to be unable to produce acceptable work;
- c) to be unwilling to perform work required;
- d) not to be fit to perform the services; or
- e) not to be creditable towards contract participation goals;

the contractor shall notify the employer in writing of the apparent necessity to reduce or terminate such a targeted enterprise's subcontract, citing the reasons therefore, as well as new measures to be implemented by the contractor to achieve the tendered contract participation goal.

5.2.2. In such event, the contractor shall either provide a substitute targeted enterprise to take over the works and/or services of such subcontract, or subcontract a targeted enterprise on another aspect of the contract, so as to achieve the tendered contract participation goal. The contractor shall, in such circumstances, submit to the employer a Targeted Enterprise Declaration Affidavit in respect of the proposed substitute or subcontracted other targeted enterprise, and supply details of the nature and value of the subcontract which shall be performed by such targeted enterprise.

5.2.3. Provided that the events referred to in 5.2.1 (a) to (e) resulted due to no fault of the contractor, the employer may, at his sole discretion and upon the basis of evidence submitted by the contractor in support of fruitless efforts in good faith to secure substitute or other

targeted enterprise participation, grant a waiver in respect of contract participation goal obligations.

### 5.3 *Bona fides* of targeted enterprises

Where an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal in respect of such an enterprise, should the contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise.

## 6. Records

- 6.1** The contractor shall submit all the documentation required in terms of 4.1.2, 4.2.2, 5.1 and 6.2 timeously as well as a schedule clearly indicating the commencement and completion dates of works and/or services to be performed by all the contracted targeted enterprises, for the purpose of securing credits towards the tendered contract participation goal. This schedule shall be submitted together with his programme which is required in terms of the relevant conditions of contract and shall be updated by the contractor whenever a change in date occurs.
- 6.2** The contractor shall prepare and attach to his claim for payment, in a form approved by the employer, the following:
- a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis; and
  - b) a schedule reflecting the total value of the subcontracts, the cumulative value of the subcontracts and the value of works and/or services performed over the period for which payment is claimed in respect of each and every targeted enterprise.
- 6.3** should random inspections conducted by the principal agent / engineer on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this document, the contractor shall provide, in addition to the requirements of 6.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the principal agent / engineer.
- 6.4** The principal agent / engineer shall certify the value of work completed towards the tendered contract participation goal whenever a claim for payment is issued and shall notify the contractor of this amount.
- 6.5** The contractor shall, upon completion of each individual targeted enterprise's subcontract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprises, to the principal agent / engineer for record-keeping purposes and for purposes of verifying compliance with the tendered contract participation goal.
- 6.6** The contractor's claims for payment may be rejected as being incomplete should all appropriate supporting documentation described in 6.2, 6.3 and 6.5 not be provided.
- 6.7** The contractor's final claim for payment may be considered only after the certificates described in 6.5 are received.

## 7. Penalties

**7.1** In the event that the contractor fails to substantiate that any failure to achieve the tendered contract participation goal was due to quantitative underruns, the elimination of items contracted to targeted enterprises, or any other reason beyond the contractor's control which may be acceptable to the employer, the penalties provided for in 7.1.1 below shall apply:

7.1.1. The contractor shall be liable to the employer for the payment of a penalty amount equal to Z% of the financial value of contracts not awarded to targeted enterprises required to have achieved the tendered contract participation goal.

Where: Z is the maximum indirect preference points stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1

## Annexure A

### Contract Participation Goal Implementation Plan

Employer	
Project description	
Tender number	
Project reference number	

**A.1. Contract parameters**

Contract participation goal applicable to the contract		%
Contract sum at time of award (exclusive of value added tax)	R	
Less: preliminaries	R	
Less: contingencies and escalation	R	
<b>Net amount</b>	<b>R</b>	<b>(1)</b>

**A.2. Achieving the contract participation goal**

I/We commit to achieve the contract participation goal (CPG) by subcontracting to targeted enterprises

**A.3. Documentation**

In support of my/our contract participation goal requirements, I/we submit the following documents:

(List all documents accompanying this form viz: Targeted Enterprise Declaration Affidavits; Letters of Undertaking to perform as Subcontractors) \*

\* Contractors are responsible for the reproduction of sufficient number of copies of these forms for the purpose of this contract.

**A.3.1.**

.....

**A.3.2.**

.....

**A.3.3.**

.....

**A.3.4.**

.....

**A.4. Contracting of targeted enterprises as subcontractors**

Note: The financial value of the participation claimed towards the contract participation goal shall exclude preliminaries, contingencies, escalation and value added tax

I/we certify that I/we will be contracting the following targeted enterprises as subcontractors:

**A.4.1**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**A.4.2**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**A.4.3**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**A.4.4**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

(Continue as required for other targeted enterprises)

**A.5. Summary of targeted enterprise participation**

Name of contracted targeted enterprise	Financial value of subcontracts	Percentage participation claimed towards contract participation goal
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
<b>Total contribution towards CPG</b>	<b>R</b>	<b>% (2)</b>

**Targeted Contract Participation Goal:**

$= \frac{(2)}{(1)} \times 100 = R...../R..... \times 100$	$=.....\%$
---	------------

**A.6. Undertaking**

I/We hereby certify to the best of my/our knowledge that the above information, facts and representations are correct and that the proposed targeted enterprises named are able to perform commercially useful functions in the performance of the contract and are *bona fide* targeted enterprises.

**SIGNED FOR THE CONTRACTOR:**

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

**WITNESSED BY:**

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

## Annexure B

### Targeted Enterprise Declaration Affidavit

Employer	
Project description	
Tender number	
Project reference number	

**B.1. Name of targeted enterprise**

**B.2. Legal Entity**

Company or Close Corporation:	<b>OR</b>	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(s) is/are:

**B.3. And who is:**

Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as: .....	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity <u>must</u> accompany this Affidavit, authorizing the representative to make this affidavit.
--	--

**B.4. Principal business activities**

**B.5. *Domicilium citandi et executandi***

The targeted enterprise elects as its <i>domicilium citandi et executandi</i> in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

**B.6. Other contact details of the targeted enterprise are:**

Telephone No:	
Cellular Phone No:	
Fax No:	
Postal address:	
Banker:	
Branch:	
Account number:	
CIDB Registration Number:	
CIDB Contractor Grading Designation:	

**B.7. List a maximum of five contracts which you are presently engaged in and have not yet completed:**

Contract description	Location	Employer	Contract amount	Expected completion date (month and year)

**B.8. List the four largest contracts/assignments completed by you in the last three years:**

Work performed	Employer	Contact person & telephone number	Contract amount

**B.9. Declaration (to be signed in the presence of a Commissioner of Oaths):**

I, ....., the undersigned,

- (a) warrant that I am duly authorized to depose to this Affidavit on behalf of .....; and
- (b) confirm that the contents of this Affidavit are within my personal knowledge, and are, save where stated otherwise, to the best of my knowledge and belief both true and correct.

**SIGNED BY THE DEPONENT:**

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

<b>Duly authorized to sign on behalf of:</b>	<b>Address:</b>	<b>Telephone:</b>

Signed and sworn to before me at .....

on this the ..... day of ..... 20.... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

**Signed: Commissioner of Oaths:** .....

<b>Official Stamp:</b>
------------------------

**Note: All pages of this Affidavit must be initialled by both the Deponent and the Commissioner of Oaths**

## Annexure C

### Letter of Undertaking from a Targeted Enterprise to act as a Subcontractor

Employer	
Project description	
Tender number	
Project reference number	

**From (name and address of targeted enterprise)**

Name	
Address	

**To (name and address of contractor)**

Name	
Address	

The undersigned undertakes to perform the following works and/or provide the following services in connection with the above-mentioned contract:

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

for an estimated amount of R ..... excluding preliminaries, contingencies, escalation and value added tax subject to the terms of any agreement made between us for the purposes of the contract.

The status of the undersigned as a targeted enterprise is confirmed in the attached targeted enterprise declaration affidavit

<b>Name</b>	<b>Signature</b>	<b>Designation</b>	<b>Date</b>

who duly warrants that he/she is authorized to sign this letter.

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: MTH06/2025

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</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 (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: MTH06/2025

### 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), 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>

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

<b>Project title:</b>	<b>14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE – COMPLETION OF WORKS NO. 2</b>		
<b>Tender / quotation no:</b>	MTH06/2025	<b>Closing date:</b>	8 December 2025
<b>Advertising date:</b>	14 November 2025	<b>Validity period:</b>	84 calendar days

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

**1.1. Current projects**

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

**1.2. Completed projects**

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

Name of Tenderer	Signature	Date

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

<b>Project title:</b>	<b>14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2</b>		
<b>Tender / Quotation no:</b>	MTH06/2025	<b>Reference no:</b>	19/2/4/2/2/6598/24
<b>Closing date:</b>	8 December 2025		

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

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

\_\_\_\_\_ visited the site on: **insert date**

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>14 SAI BATALLION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2</b>		
<b>Tender no:</b>	MTH06/2025	<b>Reference no:</b>	19/2/4/2/2/6598/24

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)*

	Date	Title or Details
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

## **T2.2.2: Returnable Documents: Additional returnable documents required for tender evaluation purposes**



## EVALUATION SCHEDULE — PROJECT REFERENCE FORM 1

<b>Project Description:</b>	<b>14 SAI BATALLION: UPGRADING OF FINANCE ACCOUNTING SATELLITE OFFICE (COMPLETION WORKS N0.2)</b>
<b>Project Number:</b>	MTH06/2025

NOTE: This returnable document must be completed by the person who was the Principal Agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, \_\_\_\_\_ (Name and surname) of  
 \_\_\_\_\_ (Company name) declare  
 that I was the Principal Agent on the following building construction project successfully executed by  
 \_\_\_\_\_ (Name of tenderer)

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

- Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by providing scores, input, remarks in the relevant box below:

KEY PERFORMANCE INDICATORS	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	TOTAL
1. Project performance						
2. Quality of Service						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management cash flow, etc.						
<b>TOTAL</b>						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

---

---

---

---

- **My contact details are:**

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_

Signature of principal agent /Engineer/Project Manager



**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of the Tenderer

\_\_\_\_\_  
Date

DEPARTMENT OF PUBLIC WORKS

14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2

TENDER NO MTH06/2025

**Documents for Risk Assessment**  
**INSERT ORIGINAL / CERTIFIED BANK RATING HERE**



DEPARTMENT OF PUBLIC WORKS

14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2

TENDER NO MTH06/2025

### **T2.2.3: Returnable Documents that will be incorporated into the contract**

# PA-16.2 (EC): TENDER AND CONTRACT CONDITIONS PERTAINING TO CONTRACT PARTICIPATION GOAL (PARTICIPATION OF TARGETED ENTERPRISES)

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4.2 Achieving the contract participation goal.....	3
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## PARTICIPATION OF TARGETED ENTERPRISES

### 1. Introduction

This document provides for the setting of participation targets (contract participation goal) for a contract, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance with tendered contract participation goals during the execution of the contract.

### 2. Scope

This document:

- 2.1 specifies the general requirements for contracting targeted enterprises on a contract for the provision of works and/or services;
- 2.2 specifies the requirements for the contract participation goal; and
- 2.3 describes the means by which:
  - 2.3.1. progress towards the achievement of the tendered contract participation goal will be monitored;
  - 2.3.2. compliance with requirements will be verified and monitored; and
  - 2.3.3. penalties will be applied in the event of non-compliance with requirements set out herein

### 3. Definitions

For the purposes of this document, unless the context indicates otherwise:

- 3.1 **commercially useful function** means the actual performance of works or the provision of services in the discharge of any contractual obligation, which includes, without limitation, the performance of a distinct element of works and/or services which the targeted enterprise has the skills and expertise to undertake, and the responsibility for management and supervision.
- 3.2 **contract participation goal (CPG)** means the financial value of works and/or services which the contractor subcontracts to targeted enterprises, exclusive of preliminaries, contingencies, escalation and value added tax, expressed as a percentage of the net amount.
- 3.3 **net amount** means the financial value of the contract at the time of the award thereof, exclusive of preliminaries, contingencies, escalation and value added tax.
- 3.4 **principal agent / engineer** means the principal agent if the JBCC 2000 Principal Building Agreement is used, or engineer if the GCC 2004 General Conditions of Contract is used.
- 3.5 **targeted enterprise** means a contractor who is registered with the CIDB in a potentially emerging (PE) contractor grading designation.
- 3.6 **targeted enterprise declaration affidavit** means an affidavit, in the format provided for in the contract, which confirms the bona fides of a targeted enterprise.

### 4. Requirements

#### 4.1 Contract participation goal

- 4.1.1. The contractor shall subcontract targeted enterprises directly in the performance of the contract to the extent that the total financial value of such subcontracts, in accordance with all the requirements of this document, is sufficient to achieve the contract participation goal provided for in the contract.

NOTE: The contract participation goal is to be tendered in the Preference Points Claim Form and Affidavit (PA-16.1 EC) in T2.2 which must be submitted together with the tender. Failure to tender a contract participation goal will result in the contractor not being awarded indirect preference points.

4.1.2. The contractor must submit to the principal agent / engineer details of his plan to achieve the tendered contract participation goal in the Contract Participation Goal Implementation Plan (see annexure A), within five working days of being instructed to do so. If no such instructions are given, these plans must be submitted to the principal agent / engineer before or with the submission of the first claim for payment.

NOTE: The information contained in the Contract Participation Goal Implementation Plan facilitates the monitoring of the performance of the contractor in terms of his contract participation goal obligations.

#### 4.2 Achieving the contract participation goal

##### 4.2.1. General

A contractor may achieve the contract participation goal by subcontracting one or more targeted enterprises to perform commercially useful functions in the performance of the contract.

##### 4.2.2. Verification of the status of targeted enterprises

Contractors must submit to the principal agent / engineer completed Targeted Enterprise Declaration Affidavits (see annexure B), together, where required, with Letters of Undertaking to act as Subcontractors (see annexure C), in respect of each and every targeted enterprise whose contribution shall be counted towards the tendered contract participation goal. These documents must be submitted before or with the submission of the first claim for payment, or as otherwise agreed in writing with the employer.

#### 4.3 Points awarded for the tendered contract participation goal

4.3.1. Indirect preference points for the contract participation goal shall be granted by converting the following to a percentage of the net amount:

the total financial value of the works and/or services, exclusive of preliminaries, contingencies, escalation and value added tax, subcontracted to targeted enterprises, in fulfilling contractual obligations, subject to such targeted enterprises not further subcontracting.

4.3.2. The minimum contract participation goal for which indirect preference points will be awarded is set out in the Notice and Invitation to Tender (PA-04 EC) in T1.1.

4.3.3. Tenderers will qualify for indirect preference points if their tendered contract participation goals are equal to or exceed the minimum set by the employer. Tenderers may increase their contract participation goals above the minimum and the tenderer who tenders the highest contract participation goal will receive the maximum indirect preference points allocated in the Notice and Invitation to Tender (PA-04 EC) in T1.1.

4.3.4. The number of indirect preference points awarded for the tendered contract participation goal will be calculated using the following formula:

$$Ng = \frac{Z(D - Ds)}{(X - Ds)}$$

Where:

Ng	=	the number of indirect preference points awarded
D	=	the tendered contract participation goal percentage
Ds	=	the specified minimum contract participation goal percentage stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1
X	=	the highest contract participation goal percentage tendered
Z	=	the maximum indirect preference points stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1

## 5. Compliance with the contract

### 5.1 General

5.1.1. The contractor must enter into written contractual agreements with all the targeted enterprises cited in the Contract Participation Goal Implementation Plan and shall, as soon as is practicable, but not later than the commencement of such subcontracted works and/or services, furnish the principal agent / engineer with copies of such agreements and the written acceptances thereof.

5.1.2. Such written contractual agreements must not contain any of the following:

- a) a right to set off in favour of the employing contractor not provided for by law;
- b) arbitrary decision making powers in favour of the employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
- c) payment procedures based on a pay-when-paid system;
- d) retention percentages and periods of retention after completion, which are greater than percentages and periods provided for in the contract; or
- e) conditions which are more onerous than those which exist in the contract.

5.1.3. The subcontracts to be performed by the targeted enterprises shall thereafter neither be reduced in scope, nor terminated without prior written notification to the employer.

### 5.2 Substitutions

5.2.1. In the event that a contracted targeted enterprise is found:

- a) to be unable to perform, or to perform on time;
- b) to be unable to produce acceptable work;
- c) to be unwilling to perform work required;
- d) not to be fit to perform the services; or
- e) not to be creditable towards contract participation goals;

the contractor shall notify the employer in writing of the apparent necessity to reduce or terminate such a targeted enterprise's subcontract, citing the reasons therefore, as well as new measures to be implemented by the contractor to achieve the tendered contract participation goal.

5.2.2. In such event, the contractor shall either provide a substitute targeted enterprise to take over the works and/or services of such subcontract, or subcontract a targeted enterprise on another aspect of the contract, so as to achieve the tendered contract participation goal. The contractor shall, in such circumstances, submit to the employer a Targeted Enterprise Declaration Affidavit in respect of the proposed substitute or subcontracted other targeted enterprise, and supply details of the nature and value of the subcontract which shall be performed by such targeted enterprise.

5.2.3. Provided that the events referred to in 5.2.1 (a) to (e) resulted due to no fault of the contractor, the employer may, at his sole discretion and upon the basis of evidence submitted by the contractor in support of fruitless efforts in good faith to secure substitute or other

targeted enterprise participation, grant a waiver in respect of contract participation goal obligations.

### **5.3 Bona fides of targeted enterprises**

Where an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal in respect of such an enterprise, should the contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise.

## **6. Records**

- 6.1** The contractor shall submit all the documentation required in terms of 4.1.2, 4.2.2, 5.1 and 6.2 timeously as well as a schedule clearly indicating the commencement and completion dates of works and/or services to be performed by all the contracted targeted enterprises, for the purpose of securing credits towards the tendered contract participation goal. This schedule shall be submitted together with his programme which is required in terms of the relevant conditions of contract and shall be updated by the contractor whenever a change in date occurs.
- 6.2** The contractor shall prepare and attach to his claim for payment, in a form approved by the employer, the following:
- a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis; and
  - b) a schedule reflecting the total value of the subcontracts, the cumulative value of the subcontracts and the value of works and/or services performed over the period for which payment is claimed in respect of each and every targeted enterprise.
- 6.3** should random inspections conducted by the principal agent / engineer on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this document, the contractor shall provide, in addition to the requirements of 6.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the principal agent / engineer.
- 6.4** The principal agent / engineer shall certify the value of work completed towards the tendered contract participation goal whenever a claim for payment is issued and shall notify the contractor of this amount.
- 6.5** The contractor shall, upon completion of each individual targeted enterprise's subcontract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprises, to the principal agent / engineer for record-keeping purposes and for purposes of verifying compliance with the tendered contract participation goal.
- 6.6** The contractor's claims for payment may be rejected as being incomplete should all appropriate supporting documentation described in 6.2, 6.3 and 6.5 not be provided.
- 6.7** The contractor's final claim for payment may be considered only after the certificates described in 6.5 are received.

## 7. Penalties

**7.1** In the event that the contractor fails to substantiate that any failure to achieve the tendered contract participation goal was due to quantitative underruns, the elimination of items contracted to targeted enterprises, or any other reason beyond the contractor's control which may be acceptable to the employer, the penalties provided for in 7.1.1 below shall apply:

7.1.1. The contractor shall be liable to the employer for the payment of a penalty amount equal to Z% of the financial value of contracts not awarded to targeted enterprises required to have achieved the tendered contract participation goal.

Where: Z is the maximum indirect preference points stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1

## Annexure A

### Contract Participation Goal Implementation Plan

Employer	
Project description	
Tender number	
Project reference number	

**A.1. Contract parameters**

Contract participation goal applicable to the contract		%
Contract sum at time of award (exclusive of value added tax)	R	
Less: preliminaries	R	
Less: contingencies and escalation	R	
<b>Net amount</b>	<b>R</b>	<b>(1)</b>

**A.2. Achieving the contract participation goal**

I/We commit to achieve the contract participation goal (CPG) by subcontracting to targeted enterprises

**A.3. Documentation**

In support of my/our contract participation goal requirements, I/we submit the following documents:

(List all documents accompanying this form viz: Targeted Enterprise Declaration Affidavits; Letters of Undertaking to perform as Subcontractors) \*

\* Contractors are responsible for the reproduction of sufficient number of copies of these forms for the purpose of this contract.

**A.3.1.**

.....

**A.3.2.**

.....

**A.3.3.**

.....

**A.3.4.**

.....

**A.4. Contracting of targeted enterprises as subcontractors**

Note: The financial value of the participation claimed towards the contract participation goal shall exclude preliminaries, contingencies, escalation and value added tax

I/we certify that I/we will be contracting the following targeted enterprises as subcontractors:

**A.4.1**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**A.4.2**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**A.4.3**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**A.4.4**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

(Continue as required for other targeted enterprises)

**A.5. Summary of targeted enterprise participation**

Name of contracted targeted enterprise	Financial value of subcontracts	Percentage participation claimed towards contract participation goal
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
<b>Total contribution towards CPG</b>	<b>R</b>	<b>% (2)</b>

**Targeted Contract Participation Goal:**

$= \frac{(2)}{(1)} \times 100 = R...../R..... \times 100$	$=.....\%$
---	------------

**A.6. Undertaking**

I/We hereby certify to the best of my/our knowledge that the above information, facts and representations are correct and that the proposed targeted enterprises named are able to perform commercially useful functions in the performance of the contract and are *bona fide* targeted enterprises.

**SIGNED FOR THE CONTRACTOR:**

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

**WITNESSED BY:**

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

## Annexure B

### Targeted Enterprise Declaration Affidavit

Employer	
Project description	
Tender number	
Project reference number	

**B.1. Name of targeted enterprise**

**B.2. Legal Entity**

Company or Close Corporation:	<b>OR</b>	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(s) is/are:

**B.3. And who is:**

Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as: .....	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity <u>must</u> accompany this Affidavit, authorizing the representative to make this affidavit.
--	--

**B.4. Principal business activities**

**B.5. *Domicilium citandi et executandi***

The targeted enterprise elects as its <i>domicilium citandi et executandi</i> in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

**B.6. Other contact details of the targeted enterprise are:**

Telephone No:	
Cellular Phone No:	
Fax No:	
Postal address:	
Banker:	
Branch:	
Account number:	
CIDB Registration Number:	
CIDB Contractor Grading Designation:	

**B.7. List a maximum of five contracts which you are presently engaged in and have not yet completed:**

Contract description	Location	Employer	Contract amount	Expected completion date (month and year)

**B.8. List the four largest contracts/assignments completed by you in the last three years:**

Work performed	Employer	Contact person & telephone number	Contract amount

**B.9. Declaration (to be signed in the presence of a Commissioner of Oaths):**

I, ....., the undersigned,

- (a) warrant that I am duly authorized to depose to this Affidavit on behalf of .....; and
- (b) confirm that the contents of this Affidavit are within my personal knowledge, and are, save where stated otherwise, to the best of my knowledge and belief both true and correct.

**SIGNED BY THE DEPONENT:**

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

<b>Duly authorized to sign on behalf of:</b>	<b>Address:</b>	<b>Telephone:</b>

Signed and sworn to before me at .....

on this the ..... day of ..... 20.... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

**Signed: Commissioner of Oaths:** .....

**Official Stamp:**

**Note: All pages of this Affidavit must be initialled by both the Deponent and the Commissioner of Oaths**

## Annexure C

### Letter of Undertaking from a Targeted Enterprise to act as a Subcontractor

Employer	
Project description	
Tender number	
Project reference number	

**From (name and address of targeted enterprise)**

Name	
Address	

**To (name and address of contractor)**

Name	
Address	

The undersigned undertakes to perform the following works and/or provide the following services in connection with the above-mentioned contract:

.....

.....

.....

for an estimated amount of R ..... excluding preliminaries, contingencies, escalation and value added tax subject to the terms of any agreement made between us for the purposes of the contract.

The status of the undersigned as a targeted enterprise is confirmed in the attached targeted enterprise declaration affidavit

<b>Name</b>	<b>Signature</b>	<b>Designation</b>	<b>Date</b>

who duly warrants that he/she is authorized to sign this letter.

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

<b>Project title:</b>	<b>14 SAI BATALLION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2</b>		
<b>Tender no:</b>	<i>MTH06/2025</i>	<b>Reference no:</b>	<i>19/2/4/2/2/6598/24</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-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2		
<b>Tender no:</b>	MTH06/2025	<b>Reference no:</b>	19/2/4/2/2/6598/24

<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

## ELECTRICAL WORK MATERIAL SCHEDULE

The Contractor shall complete the following schedules and submit them to the Representative/Agent within 21 days of the date of the acceptance of the tender.

The schedules will be scrutinized by the Representative/Agent and should any material offered not comply with the requirements contained in the specification, the Contractor will be required to supply material in accordance with the contract at no additional cost.

NB: Only one manufacturer's name to be inserted for each item.

Item	Material	Make or trade name	Country of origin
1.	Distribution boards		
2.	Circuit breakers 1P, 2P, 3P		
3.	On load isolators without trips		
4.	Contactors 1P, 2P, 3P		
5.	Earth leakage relays 1 & 3 phase		
6.	H.R.C. fuse switches		
7.	Kilowatt hour meter		
8.	Current transformers		
9.	Voltmeter		
10.	Maximum demand ammeter		
11.	Daylight sensitive switch		
12.	Time switch		
13.	Conduit		
14.	Conduit boxes		
15.	Power skirting		
16.	Surface switches		
18.	16A flush socket outlets		
19.	16A surface socket outlets		
20.	16A watertight socket outlets		
21.	Luminaires		
	Type A		
	Type B		
	Type C		
	Type D		
	Type E		
	Type F		
	Type G		
	Type H		
	Type J		
	Type K		
	Type L		
	Type M		
22.	PVCA cable		
23.	Solar Water Heating		
24.	GRP Kiosks		
25.	Gas Stoves		
26.	Dual Technology Sensors		

**SECURITY INSTALLATION WORK MATERIAL SCHEDULE**

THE FOLLOWING SCHEDULES SHALL BE COMPLETED IN FULL. FAILURE TO DO SO WILL RESULT IN THE TENDER BEING DECLARED NULL AND VOID

<b>1.</b>		<b>MAIN PANEL/CONTROLLER</b>	
	(i)	Make	.....
	(ii)	Model	.....
	(iii)	Battery size – A/H	.....
	(iv)	Back-up time	.....
	(v)	Printer port	y/n .....
	(vi)	Computer and network port	y/n .....
	(vii)	Input power supply	.....
	(ix)	Country of origin	.....
	(x)	Number of terminals per controller	.....
<b>2.</b>		<b>DOOR CONTROLLER</b>	
	(i)	Make	.....
	(ii)	Model	.....
	(iii)	Battery size – A/H	.....
	(iv)	Back-up time	.....
	(v)	Country of origin	.....
<b>3.</b>		<b>INTRUSION SYSTEM</b>	
	(i)	Manufacturer	.....
<b>4.</b>		<b>IP CAMERA</b>	
	(i)	Make	.....
	(ii)	Model	.....
<b>5</b>		<b>DIGITAL RECORDER</b>	
	(i)	Make	.....
	(ii)	Model	.....
<b>6</b>		<b>PC</b>	
	(i)	Make	.....
	(ii)	Model	.....
<b>7</b>		<b>MONITOR</b>	
	(i)	Make	.....
<b>8.</b>		<b>UPS</b>	
	(i)	Make	.....
	(ii)	Model	.....

## DEVIATIONS FROM THE SPECIFICATION

Explanatory remarks with regard to special technical characteristics of the Tender, or with regard to variations to the design of the building structure to house the installation or remarks regarding the contents of the Specification, shall be comprehensively described in the blank space provided on this page (or in an accompanying letter). Should no remarks be made or special requirements stated, it shall be interpreted that the installation offered in the Tender duly complies with the requirements of the Specification. Should remarks of requirements be included in an accompanying letter, the Tenderer shall so state in the space provided on this page.

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SIGNATURE OF TENDERER: .....

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

<b>Project title:</b>	14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2		
<b>Tender no:</b>	MTH06/2025	<b>Reference no:</b>	19/2/4/2/2/6598/24

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

Item	Material / Equipment	Rand (R) (Excluding VAT)
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

## **T2.2.4: Returnable Documents: Other Documents that will be incorporated into the contract**

DEPARTMENT OF PUBLIC WORKS  
14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2  
TENDER NO. MTH06/2025

**INSERT ORIGINAL TAX CLEARANCE CERTIFICATE HERE**

DEPARTMENT OF PUBLIC WORKS

14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2

TENDER NO. MTH06/2025

**INSERT CERTIFIED COPY OF B-BBEE CERTIFICATE HERE**

DEPARTMENT OF PUBLIC WORKS

14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2  
TENDER NO. MTH06/2025

**INSERT ORIGINAL / CERTIFIED 'LETTER OF GOOD STANDING'  
WITH THE COMPENSATION COMMISSIONER HERE**

DEPARTMENT OF PUBLIC WORKS

14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2

TENDER NO. MTH06/2025

## **T2.2.5: Additional Information Required for Tender Evaluation purposes**

DEPARTMENT OF PUBLIC WORKS  
14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2  
TENDER NO. MTH06/2025

## **ORIGINAL CERTIFIED COMPANY DOCUMENTATION**

DEPARTMENT OF PUBLIC WORKS

14 SAI BATTALION MTHATHA: UPGRADE OF FINANCE ACCOUNTING SATELLITE OFFICE - COMPLETION OF WORKS NO. 2  
TENDER NO. MTH06/2025

**CERTIFIED COPIES OF ID(S) OF DIRECTORS / SOLE  
PROPRIETTOR / MEMBERS / TRUSTEES**