



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

NELSPRUIT SAPS: INSTALLATION OF VARIOUS INTERVENTION SERVICES REFERENCE NO: NST 22/024

AUGUST 2022

ISSUED BY:

**THE DIRECTOR GENERAL
NDPWI
PRIVATE BAG X 11280
NELSPRUIT
1200**

**CONTACT PERSON:
MS. DIYE AFRICA
TELL: 082 947 9561
MS P.M KADIAKA
TELL: 072 137 6977**

PREPARED BY

NAME OF TENDERER:.....

.....



PA 32: INVITATION TO BID PART A

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

BID NUMBER: NST 22/024 CLOSING DATE: 12/09/2022 CLOSING TIME: 11h00am

DESCRIPTION Nelspruit SAPS: Installation of intervention services.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS)

Nelspruit Regional Office, 30 Brown Street, Nedbank Building, 9th Floor

OR POSTED TO:

Department of Public Works & Infrastructure, Private Bag X 11280, Nelspruit, 1200

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE

[TICK APPLICABLE BOX]

☒ Yes

☐ No

B-BBEE STATUS
LEVEL SWORN
AFFIDAVIT

☐ Yes

☐ No

IF YES, WHO WAS THE CERTIFICATE
ISSUED BY?

AN ACCOUNTING OFFICER AS
CONTEMPLATED IN THE CLOSE
CORPORATION ACT (CCA) AND NAME
THE APPLICABLE IN THE TICK BOX

☐

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION
ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN
ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR DETAILS:

NAME:

REGISTRATION NUMBER:

BUSINESS ADDRESS:

.....

.....

.....

.....

TELEPHONE NUMBER:.....

E-MAIL ADDRESS:.....

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (1ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILEING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FLIERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.



PA-32: Invitation to Bid

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

Note Well:

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

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Nelspruit SAPS: Installation of intervention services
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Tender no:	NST 22/024	Reference no:	
Advertising date:	22/08/2022	Closing date:	12/09/2022
Closing time:	11H00am	Validity period:	12 Weeks (84 calendar days)

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **2 GB** or **select tender value range select class of construction works*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **1GB PE** or **select tender value rangeselect class of construction works PE*** or higher.

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

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

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12	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input checked="" type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

2.2 Administrative responsiveness criteria

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

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

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

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3. PRE-QUALIFICATION CRITERIA

Preferential procurement: *Applicable*

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	<p>A tenderer subcontracting a minimum of 30% to:</p> <p><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;</p>

Functionality: *Not applicable*

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

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

Minimum functionality score to qualify for further evaluation:	
Functionality criteria:	Weighting factor:
Total	100 Points

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4. BID EVALUATION METHOD

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

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

5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

5.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

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

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not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

5.2 Commercial risks:

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

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

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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".

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

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

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

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

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(i)		Select
(j)		Select

7. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **30 Brown Street, Nedbank building, 9th floor, Nelspruit**. A non-refundable bid deposit of R 100.00 is payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

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

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

Venue:	Nelspruit SAPS(OUTSIDE MAIN ENTRANCE)		
Virtual meeting Link:			
Date:	29/08/2022	Starting time:	11H00am

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	Ms. Portia Mmaphetoa Kadiaka	Telephone no:	013 753 6377
Cellular phone no:	072 137 6977	Fax no:	013 755 1705
E-mail:	mmaphetoa.kadiaka@dpw.gov.za		

10. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

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<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 11280 Nelspruit 1200</p> <p>Attention: Procurement section: Room 9th floor</p>	OR	<p>Deposited in the tender box at:</p> <p>30 Brown street Nedbank building brown street, nelspruit 9th floor</p>
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11. COMPILED BY:

Ms. Portia Mmaphetsoa Kadiaka		
Name of Project Manager	Signature	Date

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	Nelspruit SAPS Installation of intervention services		
Tender / Quote no:	NST 22/024	Reference no:	
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).		

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

Tender no: **NST 22/024**

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 type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no: **NST 22/024**

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

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

Signed by the Tenderer:

Name of representative	Signature	Date

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

Project title:	Nelspruit SAPS: Installation of intervention services		
Tender no:	NST 22/024	Reference no:	

OFFER

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

Nelspruit SAPS: Installation of intervention services

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation: 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:.....
--	----	--

AND WHO IS (if applicable):

Trading under the name and style of:
--

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

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

For Internal & External Use

Tender no: NST 22/024

AND WHO IS:

Represented herein, and who is duly authorised 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 must accompany this Offer, authorising the Representative to make this offer.
--	---

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 <input type="checkbox"/> No <input type="checkbox"/> |
| (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (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 <input type="checkbox"/> No <input type="checkbox"/> |
| (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 <input type="checkbox"/> No <input type="checkbox"/> |

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

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

.....

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

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

Tender no: NST 22/024

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

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

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

For Internal & External Use

Tender no: **NST 22/024**

Schedule of Deviations

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

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

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

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract. (Note: This note must be deleted by the Project Manager/ Consultant(s) when compiling the tender document)

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

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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



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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Nelspruit SAPS: Installation of intervention services		
Bid no:	NST 22/024	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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.

Name of Bidder	Signature	Date	Position

³ 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.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

PA-15.1: Resolution of Board of Directors

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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)

PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

- * 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			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

- * Delete which is not applicable.
- 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.
- 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.
- Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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

Project title:	<i>Nelspruit SAP: Installation of intervention services</i>		
Tender / quotation no:	NST 22/024	Closing date:	12/09/2022
Advertising date:	22/08/2022	Validity period:	84 days

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

1.1. Current projects

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

Tender no: **NST 22/024**

1.2. Completed projects

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

Name of Tenderer	Signature
	Date



PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to ~~Not Exceed~~ R50 000 000 (all applicable taxes included) and therefore the... **80/20** system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

POINTS

1.3.1.1 PRICE

80

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

10

Total points for Price and B-BBEE must not exceed 100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

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

For Internal Use

Effective date 20 September 2021

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[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: NST 22/024

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 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)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: NST 22/024

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), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	<i>Nelspruit SAPS: Installation of intervention services</i>				
Tender / Quotation no:	NST 22/024	WCS no:		Reference no:	

C2.1 Pricing Assumptions

1.	<i>GENERAL (Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)</i>
	<i>(a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.</i>
	<i>(b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.</i>
2.	<i>The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein. (Delete this instruction and re-number the items as required)</i>

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) variations of specified components in the make-up of a pay item may be expected; and

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

(b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

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

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

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

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

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

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

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

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

C2.1.2 VALUE ADDED TAX

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

C2.1.3 CORRECTION OF ENTRIES

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

C2.1.4 ARITHMETICAL ERRORS

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

C2.1.5 TRADE NAMES

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

C2.1.6 CONTRACT DOCUMENTS

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

C2.1.7 FIXED PRICE CONTRACT

- (a) *Should the bills of quantities / lump sum document be a fixed price contract, the following clause must be retained in the Pricing Assumptions. (Delete this instruction and the following clause if a fixed price contract is applicable)*

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

- (b) *Should the bills of quantities / lump sum document not be a fixed price contract, the following clause must be inserted in the Pricing Assumptions. (Delete this instruction if a fixed price contract is applicable, or delete item in total if not a fixed price contract)*

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

C2.1.8 PAYMENTS

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

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

C2.1.9 ACCOMMODATION ON SITE

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

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C2.1.10 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

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

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

C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

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

C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL

**MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs:
IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

30% Mandatory subcontracting is *insert "appliacble" or "not applicable"* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

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

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

C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative

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on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

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

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Payment

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

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

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

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training; Headcount

Source: cidb Standard for Skills Development

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

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

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

Contract amount R65 700 000

Contract duration 12 Months

CSDG factor 0,50%

Minimum CSDG target $0,50\% \times R65\,700\,000 = R328\,500$ (Minimum requirement)

Table 4: Notional cost recalculation upon appointment of beneficiaries

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

C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.11.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *insert "applicable" or "not applicable"* to this project.

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

C2.2 Submission of Accrual Reports

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

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

Project title:	Nelspruit SAPS: Installation of intervention services		
Tender / Quotation no:	NST 22/024	Reference no:	

C3. Scope of Works

1. *GENERAL (Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)*
 - (a) *The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.*
 - (b) *The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.*
2. *The following serves as a guideline only with regard to items to be included in the Scope of Works. Any additional items deemed necessary must be included herein. (Delete this instruction and re-number the items as required)*

C3.1 EXTENT OF THE WORKS

Refer to BOQ

C3.2 ORDER OF THE WORKS

NONE

Contract details for the works in sections, if applicable, must be inserted in clause B11 and B12 of form DPW-04 (EC): Contract Data. *(Delete this instruction)*

C3.3 BUILDINGS OCCUPIED

Describe any specific restrictions with regard to buildings in use.

Specific requirements must be described in clause B17 of form DPW-04 (EC): Contract Data. and the Schedule of Variables, Section B, JBCC Preliminaries. *(Delete this instruction)*

C3.4 ACCESS

Arrangement with SAPS

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

C3.5 STANDARD MINIMUM REQUIREMENTS

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

- C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as indicated below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained:

C3.6.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMES: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017

30% Mandatory subcontracting is "not applicable" to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the thirty percent (30%) Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

- (a) SMME's involvement of at least five percent (5%) of the tender amount at the time of tender to be sourced from within 50km radius of the project site with the intention to maximize use of local SMMEs within "Insert Ward/s, Municipal District, Town, City, Province".

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".

- (b) SMME's involvement of at least twenty five percent (25%) of the Tender Value to be sourced from within 250km radius of the project site.

Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. *The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of SMMEs in conjunction with the local Contractor Forums, Councilors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. (Delete this instruction)*

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people
- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities
- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people
- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder may refer to the CSD website should the list provided be insufficient.

Bidders must ensure that the sub-contractors conform to the following:

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and
- e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
 - Relevant Ward. If not available;
 - Relevant neighbouring Wards. If not available;
 - Relevant Local Municipality. If not available;
 - Relevant District Municipality. If not available;
 - Relevant Metro. If not available;
 - Relevant Province. If not available;
 - Relevant Neighbouring Province. And If not available;
 - Anywhere within the borders of South Africa .

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the minimum thirty percent (30%) SMME participation based on the tender amount including VAT, will result in a two percent (2%) penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

Note to PM: The percentage penalty is project specific which must be guided by the value and the complexity of the project, and should be realistic (Delete this instruction).

C3.6.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

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

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

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

- Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- Materials of at least two percent (2%) of the total value of materials purchased including VAT to be sourced from within 50km radius of the project site,
- Material of at least eight percent (8%) of the total value of materials purchased including VAT to be sourced from within 250km radius of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the specifications. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Business Forums, Contractor Forums,

Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project, and should be realistic. (Delete this instruction)

C3.6.3 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

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

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

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

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

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

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least 2% of the total value of materials purchased including VAT to be sourced from within 50km of the project site,
- (e) Material of at least 8% of the total value of materials purchased including VAT to be sourced from within 250km of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

Note to PM: *Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish*

the local capacity of suppliers in conjunction with the local Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project, and should be realistic. (Delete this instruction)

C3.6.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

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

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

Beneficiaries will be sourced from the "Insert Ward/s, Municipal District, Town, City, Province". The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in a thirty percent (30%) penalty of the total labour cost based on labour rates per day of the number of working days not achieved, excluding VAT, for noncompliance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst

planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project and should be realistic. (Delete this instruction)

C3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is insert "applicable" or "not applicable" to this project.

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

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

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The lead partner or main contractor shall dedicate a minimum five percent (5%) of total project value to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **(Insert type of enterprises. eg General Building, Electrical, Mechanical, Plumbing, etc. It could be either just one or any combination of all) Enterprises.**

Note to PM: Specify preferred Enterprises based on discussions with the local contractor forums, Community leaders and councillors. A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017 (Delete this instruction)

Provision for pricing of compliance with the aforementioned is made in the preliminaries and it is explicitly pointed out that all requirement in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.

C3.6.5.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
- Administrative and cost control systems
 - construction management systems and plans

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

C3.6.5.2 Management

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

C3.6.5.3 Competence Criteria for an Enterprise Development Co-ordinator

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

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.6.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.6.5.5 The Key Personal

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

C3.6.5.6 Management Meetings

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

C3.6.5.7 Forms for contract administration

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

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

C3.6.5.8 Records

The contractor shall:

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

C3.6.5.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

C3.6.5.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

3.6.6 CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

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

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure

Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

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

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

C3.6.6.1 Methodology

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

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

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

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

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

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

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

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

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

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

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

- The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- The successful contractor shall employ at least (insert percentage number) from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) in the employment of the employer.
- The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- One of the objectives of the project is to train (insert number) Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates (Delete that which is not applicable).

C3.6.6.2 Management

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".

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable).
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable) within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in

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".

Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017

C3.6.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

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

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

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

C3.6.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *insert "applicable" or "not applicable"* to this project.

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

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

Employer's objectives:

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

Labour-intensive works:

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

Labour-intensive competencies of supervisory and management staff:

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

C3.6.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Should labour-intensive works be applicable to the contract the following Generic Labour-intensive Specification (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) which covers activities which are to be performed by hand, should be inserted in the Scope of Works without amendment or modification as set out below. (Delete item in total if labour-intensive works are not applicable to the contract)

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

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

b) cohesive materials:

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

Note

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

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.

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".

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

Trench excavation

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

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

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

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.7 Submission of Accrual Reports

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

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

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>Nelspruit SAPS: Installation of intervention services</i>		
Tender / Quotation no:	<i>NST 22/024</i>	Reference no:	
Closing date:	<i>12/09/2022</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on:

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



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

**PRELIMINARIES
FOR INCLUSION IN
BILLS OF QUANTITIES AND
LUMP SUM DOCUMENTS
BASED ON THE
JBCC SERIES 2000 DOCUMENTATION**

APRIL 2014

NOTES TO CONSULTANT QUANTITY SURVEYORS / PROJECT MANAGERS

PRELIMINARIES

The attached pro-forma Preliminaries which are to be inserted in the Bills of Quantities / Lump Sum Document, are to be dealt with as follows:

Section A

Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement. Certain clauses have been modified by the Department and must be inserted unaltered into the Bills of Quantities / Lump Sum Document

The Consultant Quantity Surveyor / Project Manager must ensure that the clauses that have been modified by the Department in this section are identical to those reflected in clause 42.4.7 of the Schedule of Contract Variables (Contract Data DPW-04EC)

The Schedule of Contract Variables (Contract Data DPW-04EC) also requires the insertion of additional information pertinent to the contract

Section B

Section B lists the clauses of and refers directly to the JBCC Preliminaries

The Schedule of Variables requires the insertion of additional information pertinent to the contract

Section C

Section C contains specific preliminary items. All items must be scrutinized and any item which is not appropriate must be marked N/A (Not Applicable)

Any new items which may be necessary for a particular service must be inserted at the end of Section C

SECTION 1**PRELIMINARIES****MEANING OF TERMS "TENDER / TENDERER"**

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

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**DEFINITIONS**

A1.0

DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**FRAUDULENT PRACTICE**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

SECTION 1: PRELIMINARIES (SECTION A)**Each Item Carried to Collection**

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**SECURITY**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

OBJECTIVE AND PREPARATION

A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____
Item

A3.0 DOCUMENTS

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed: _____ Value related: _____ Time related: _____
Item

A4.0 DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

A5.0	EMPLOYER'S AGENTS Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 Fixed: _____ Value related: _____ Time related: _____ Item
A6.0	SITE REPRESENTATIVE Clause 6.0 Fixed: _____ Value related: _____ Time related: _____ Item
A7.0	COMPLIANCE WITH REGULATIONS Clause 7.0 Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed: _____ Value related: _____ Time related: _____ Item
A8.0	WORKS RISK Clause 8.0 Fixed: _____ Value related: _____ Time related: _____ Item
A9.0	INDEMNITIES Clause 9.0 Fixed: _____ Value related: _____ Time related: _____ Item
A10.0	WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: 10.5 Damage to the Works (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works (c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6 (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of, or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____

Item

A11.0 LIABILITY INSURANCES

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

A12.0 EFFECTING INSURANCES

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

Item

A13.0 No clause

A14.0 SECURITY

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

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

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____ **Item**

EXECUTION

A15.0

PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value related: _____ Time related: _____ **Item**

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

A16.0	ACCESS TO THE WORKS Clause 16.0 Fixed: _____ Value related: _____ Time related: _____ Item
A17.0	CONTRACT INSTRUCTIONS Clause 17.0 Clause 17.1.11 is amended by deleting the words “and the appointment of nominated and selected subcontractors ” Fixed: _____ Value related: _____ Time related: _____ Item
A18.0	SETTING OUT OF THE WORKS Clause 18.0 Fixed: _____ Value related: _____ Time related: _____ Item
A19.0	ASSIGNMENT Clause 19.0 Fixed: _____ Value related: _____ Time related: _____ Item
A20.0	NOMINATED SUBCONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed: _____ Value related: _____ Time related: _____ Item
A21.0	SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed: _____ Value related: _____ Time related: _____ Item
A22.0	EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed: _____ Value related: _____ Time related: _____ Item

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

		R	c
A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value related: _____ Time related: _____ Item		
	COMPLETION		
A24.0	PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____ Item		
A25.0	WORKS COMPLETION Clause 25.0 Fixed: _____ Value related: _____ Time related: _____ Item		
A26.0	FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting “#” next to 26.1.2 Fixed: _____ Value related: _____ Time related: _____ Item		
A27.0	LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value related: _____ Time related: _____ Item		
A28.0	SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value related: _____ Time related: _____ Item		
A29.0	REVISION OF DATE FOR PRACTICAL COMPLETION Clause 29.0 Clause 29.2.5 is amended by replacing it with: No clause Fixed: _____ Value related: _____ Time related: _____ Item		
A30.0	PENALTY FOR NON-COMPLETION Clause 30.0 Fixed: _____ Value related: _____ Time related: _____ Item		
	PAYMENT		
A31.0	INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0 Clause 31.5.2 is amended by replacing “14.7.1” with “14.0” Clause 31.8 is amended by replacing it with the following two alternative clauses:		

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____
Item

A32.0

ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value related: _____ Time related: _____
Item

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

A33.0	RECOVERY OF EXPENSE AND LOSS Clause 33.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A34.0	FINAL ACCOUNT AND FINAL PAYMENT Clause 34.0 Clause 34.1 is amended by removing “#” next to 34.1 Clause 34.2 is amended by inserting “#” next to 34.2 Clause 34.8 is amended by deleting the words “where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1” Clause 34.13 is amended by replacing “seven (7) calendar days ” with “twenty-one (21) calendar days ” and deleting the words “subject to the employer giving the contractor a tax invoice for the amount due” Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A35.0	PAYMENT TO OTHER PARTIES Clause 35.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A36.0	CANCELLATION CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT Clause 36.0 Clause 36.1 is amended by the addition of the following clauses: 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgement of the employer , has engaged in corrupt or fraudulent practices in competing for or in executing the contract Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “ principal agent ” with “ employer ” Clause 36.0 is amended by the addition of the following clause: 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor ; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>

A37.0	<p>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A38.0	<p>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A39.0	<p>CANCELLATION – CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence:</p> <p>“within one hundred and twenty (120) working days of completion of such a report”</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p> <p>DISPUTE</p>
A40.0	<p>DISPUTE SETTLEMENT</p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

SUBSTITUTE PROVISIONS

A41.0

STATE CLAUSES

Clause 41.0

Fixed: _____ Value related: _____ Time related: _____
Item**CONTRACT VARIABLES**

A42.0

THE SCHEDULE (DPW-04EC)

Clause 42.0

Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract

Fixed: _____ Value related: _____ Time related: _____
Item

SECTION B: JBCC PRELIMINARIES**B1.0 DEFINITIONS AND INTERPRETATION****B1.1 *Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.0 DOCUMENTS**B2.1 *Checking of documents***

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.2 *Provisional bills of quantities*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.3 *Availability of construction documentation*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.4 *Interests of agents*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.5 *Priced documents*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.6 *Tender submission*

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.0 THE SITE**B3.1 *Defined works area***

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.2 *Geotechnical investigation*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.3 *Inspection of the site*

Fixed: _____ Value related: _____ Time related: _____ **Item**

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

B3.4	Existing premises occupied	Fixed: _____ Value related: _____ Time related: _____	Item
B3.5	Previous work – dimensional accuracy	Fixed: _____ Value related: _____ Time related: _____	Item
B3.6	Previous work – defects	Fixed: _____ Value related: _____ Time related: _____	Item
B3.7	Services – known	Fixed: _____ Value related: _____ Time related: _____	Item
B3.8	Services – unknown	Fixed: _____ Value related: _____ Time related: _____	Item
B3.9	Protection of trees	Fixed: _____ Value related: _____ Time related: _____	Item
B3.10	Articles of value	Fixed: _____ Value related: _____ Time related: _____	Item
B3.11	Inspection of adjoining properties	Fixed: _____ Value related: _____ Time related: _____	Item
B4.0	MANAGEMENT OF CONTRACT		
B4.1	Management of the works	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	Programme for the works	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	Progress meetings	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	Technical meetings	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	Labour and plant records	Fixed: _____ Value related: _____ Time related: _____	Item

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS	
B5.1	<i>Samples of materials</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	<i>Workmanship samples</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	<i>Shop drawings</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.4	<i>Compliance with manufacturers' instructions</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.0	TEMPORARY WORKS AND PLANT	
B6.1	<i>Deposits and fees</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.2	<i>Enclosure of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.3	<i>Advertising</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.4	<i>Plant, equipment, sheds and offices</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.5	<i>Main notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.6	<i>Subcontractors' notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.0	TEMPORARY SERVICES	
B7.1	<i>Location</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.2	<i>Water</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

B7.3	Electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B7.4	Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B7.5	Ablution facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B8.0	PRIME COST AMOUNTS		
B8.1	Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS		
B9.1	General attendance	Fixed: _____ Value related: _____ Time related: _____	Item
B9.2	Special attendance	Fixed: _____ Value related: _____ Time related: _____	Item
B9.3	Commissioning – fuel, water and electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B10.0	FINANCIAL ASPECTS		
B10.1	Statutory taxes, duties and levies	Fixed: _____ Value related: _____ Time related: _____	Item
B10.2	Payment for preliminaries	Fixed: _____ Value related: _____ Time related: _____	Item
B10.3	Adjustment of preliminaries	Clauses B10.3.1 and B10.3.2 are amended by replacing “within fifteen (15) working days of taking possession of the site ” with “when submitting his priced bills of quantities / lump sum document ”	
		Fixed: _____ Value related: _____ Time related: _____	Item
B10.4	Payment certificate cash flow	Fixed: _____ Value related: _____ Time related: _____	Item

SECTION 1: PRELIMINARIES (SECTION B)

Each Item Carried to Collection

B11.0	GENERAL			
B11.1	<i>Protection of the works</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.2	<i>Protection / isolation of existing / sectionally occupied works</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.3	<i>Security of the works</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.4	<i>Notice before covering work</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.5	<i>Disturbance</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.6	<i>Environmental disturbance</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.7	<i>Works cleaning and clearing</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.8	<i>Vermin</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.9	<i>Overhand work</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.10	<i>Instruction manuals and guarantees</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.11	<i>As built information</i>	Fixed: _____	Value related: _____	Time related: _____ Item
B11.12	<i>Tenant installations</i>	Fixed: _____	Value related: _____	Time related: _____ Item

SECTION 1: PRELIMINARIES (SECTION B)**Each Item Carried to Collection**

Fixed: _____ Value related: _____ Time related: _____

Item

This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [] brackets

12.1 PRE-TENDER INFORMATION**12.1.1 Provisional bills of quantities**

[2.2] The quantities are provisional

(yes/no) ☐**12.1.2 Availability of construction documentation**

[2.3] Construction documentation is complete

(yes/no) ☐**12.1.3 Interests of agents**

[2.4] Details:

12.1.4 Defined works area

[3.1] Details:

12.1.5 Geotechnical investigation

[3.2] Details:

12.1.6 Existing premises occupied

[3.4] Specific requirements:

12.1.7 Previous work – dimensional accuracy

[3.5] Details:

12.1.8 Previous work – defects

[3.6] Details:

12.1.9 Services – known

[3.7] Details:

12.1.10 Protection of trees

[3.9] Specific requirements:

12.1.11 Inspection of adjoining properties

[3.11] Specific requirements:

12.1.12 Enclosure of the works

[6.2] Specific requirements:

12.1.13 [6.4.3]	Offices Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times	
12.1.14 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering	
12.1.15 [6.6]	Subcontractors' notice board A notice board is required (yes/no) <input type="checkbox"/> Specific requirements:	
12.1.16 [7.2]	Water Option A (by contractor) (yes/no) <input type="checkbox"/> Option B (by employer – free of charge) (yes/no) <input type="checkbox"/> Option C (by employer – metered) (yes/no) <input type="checkbox"/>	
12.1.17 [7.3]	Electricity Option A (by contractor) (yes/no) <input type="checkbox"/> Option B (by employer – free of charge) (yes/no) <input type="checkbox"/> Option C (by employer – metered) (yes/no) <input type="checkbox"/>	
12.1.18 [7.4]	Telecommunications Telephone (yes/no) <input type="checkbox"/> Facsimile (yes/no) <input type="checkbox"/> E-mail (yes/no) <input type="checkbox"/>	
12.1.19 [7.5]	Ablution facilities Option A (by contractor) (yes/no) <input type="checkbox"/> Option B (by employer) (yes/no) <input type="checkbox"/>	
12.1.20 [11.2]	Protection of existing/sectionally occupied works Protection is required (yes/no) <input type="checkbox"/>	
12.1.21 [9.2]	Special attendance Subcontractor (1) details: Subcontractor (2) details: Subcontractor (3) details: Subcontractor (4) details:	

12.1.22 [11.1]	Protection of the works Specific requirements:		
12.1.23 [11.5]	Disturbance Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
12.1.24 [11.6]	Environmental disturbance Specific requirements:		
12.2	POST-TENDER INFORMATION		
12.2.1 [10.2]	Payment of preliminaries Option A (prorated)	(yes/no)	<input type="checkbox"/>
	Option B (calculated)	(yes/no)	<input type="checkbox"/>
12.2.2 [10.3]	Adjustment of preliminaries Option A (three categories)	(yes/no)	<input type="checkbox"/>
	Option B (detailed breakdown)	(yes/no)	<input type="checkbox"/>
12.2.3	Additional agreed preliminaries items Details:		

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0

CONTRACT DRAWINGS

* *Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***

* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____
Item

C2.0

PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities / lump sum document**

Fixed: _____ Value related: _____ Time related: _____
Item

C3.0

TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____
Item

SECTION 1: PRELIMINARIES (SECTION C)**Each Item Carried to Collection**

C4.0	<p>IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C5.0	<p>VIEWING THE SITE IN SECURITY AREAS</p> <p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C6.0	<p>COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C7.0	<p>ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C8.0	<p>SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

C9.0	<p>PROHIBITION ON TAKING OF PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.0	<p>HIV/AIDS AWARENESS</p> <p>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 bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification 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</p> <p>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 31.0 of 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</p>
C10.1	<p>AWARENESS CHAMPION</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.2	<p>AWARENESS WORKSHOPS</p> <p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider 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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.3	<p>POSTERS, BOOKLETS, VIDEOS, ETC.</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

SECTION 1: PRELIMINARIES (SECTION C)

Each Item Carried to Collection

C10.4	<p>ACCESS TO CONDOMS</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.5	<p>MONITORING</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C11.0	<p>OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of 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</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C12.0	<p>EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)</p> <p>The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities</p> <p>The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these bills of quantities</p> <p>The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers</p>

SECTION 1: PRELIMINARIES (SECTION C)

Each Item Carried to Collection

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to remeasurement have been included elsewhere in these **bills of quantities** to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____
Item

C13.0

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

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____
Item

**SECTION 1
PRELIMINARIES**

R c

COLLECTION

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A5.0	Employer's agents	3		
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A7.0	Compliance with regulations	3		
A8.0	Works risk	3		
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SECTION 1: PRELIMINARIES: COLLECTION

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Item No		Quantity	Rate	Amount
1/1	Preliminaries and general	Item		
Bill No. 1 PRELIMINARIES		Carried to Summary	R	

NELSPRUIT SAPS
INSTALLATION OF VARIOUS INTERVENTION SERVICES

Item No		Quantity	Rate	Amount
	<p>BUILDING WORKS</p> <p>SECTION 2 : BUILDING WORKS</p> <p>BILL NO 1</p> <p>ALTERATIONS</p> <p>SUPPLEMENTARY PREAMBLES</p> <p><u>View site</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p>			
	<p style="text-align: right;">Carried Forward</p> <p>Bill No. 2 ALTERATIONS</p>		R	

NELSPRUIT SAPS
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		Brought Forward			R
		<p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p> <p>REMOVAL OF EXISTING WORK</p> <p>Breaking up and removing unreinforced concrete</p>			
2/1	Steps	m3	0.1		
	Taking out and removing sundry joinery work, fittings, etc				
2/2	Timber skirtings	m	208		
2/3	Timber wall built in cupboard 1300 x 2033mm high	No	2		
		Carried Forward			R
	Bill No. 2 ALTERATIONS				

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INSTALLATION OF VARIOUS INTERVENTION SERVICES

Item No		Quantity	Rate	Amount
	BILL NO 2 CARPENTRY AND JOINERY SUPPLEMENTARY PREAMBLES <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere <u>Joinery</u> Descriptions of frames shall be deemed to include frames, transomes, rails, etc Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts <u>Decorative thermosetting plastic laminate covering</u> Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish FITTINGS CUPBOARDS TO KITCHENS, BEDROOMS, ETC <u>User note</u> <i>When using the following system of measuring cupboard fittings a detailed specification must either be annexed to the detail drawings of the cupboards or given in the bills of quantities</i>			
	<p style="text-align: right;">Carried Forward</p> <p>Bill No. 3 CARPENTRY AND JOINERY</p>		R	

NELSPRUIT SAPS
INSTALLATION OF VARIOUS INTERVENTION SERVICES

Brought Forward				R
<p><i>The following clause is to be amended if any or all the items of others trades, i.e. glass, ironmongery, metalwork, paint or varnish finishes are given separately and is to include a clear statement to this effect</i></p> <p>SUPPLEMENTARY PREAMBLES</p> <p><u>General</u></p> <p>The following cupboard fittings have been given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, paint or varnish finishes, etc</p> <p>Prices are to include for all necessary filler pieces against walls etc</p> <p><u>References</u></p> <p>References given in descriptions refer to the respective types of fittings detailed on the architect's drawing(s) numbered ? annexed to these bills of quantities (accompanying these bills of quantities?) for tender purposes</p> <p>Kitchen cupboards etc with approved hinges, handles and telescopic drawer slides</p>				
3/1	Floor corner cupboard type 3000 x 600 x 900mm high with top, sides, bottom, division, shelf, back single hinged doors	No	1	
3/2	Sink cupboard 1200 x 900mm high with sides, bottom, divisions, shelf, back and single hinged doors (sink elsewhere)	No	1	
The following in office and kitchen cupboards				
3/3	Cupboard doors 1339 x 2033mm high	No	2	
Carried Forward				R
Bill No. 3 CARPENTRY AND JOINERY				

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NELSPRUIT SAPS
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Item No		Quantity	Rate	Amount
	BILL NO 3 METALWORK NOTE: Tenderers are advised to study the Specification of Materials and Methods to be used PW 371 before pricing this Bill SUPPLEMENTARY PREAMBLES <u>Descriptions</u> Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described ----- EXCERSISE YARDS All steel to be hot dipped galvanised and welding spots to be finished with cold galvanising on site The following for welded mesh screens Hot dipped galvanised all in accordance with SABS specification 763 Refer to drawing POL 2012/G1 of the SAPS Five Star Specification 2012			
4/1	76 x 76 x 4mm Square hollow section framing site welded together with mitred and welded corners and bolted in position	m	64	
4/2	150 x 150 x 10mm Thick four times holed base plate welded on to end of frame	No	8	
	Carried Forward		R	
	Bill No. 4 METALWORK			

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INSTALLATION OF VARIOUS INTERVENTION SERVICES

	Brought Forward			R
4/3	<p>"Screenex Galvanised" or "Betafence 358 Doubleskin Zincalu" Steel mesh or similar and equally approved galvanised carbon hardened woven steel mesh bolted to steel frame (elsewhere measured) with Grade 8.8 bolts welded to frame at 250mm centres with 50 x 4mm flat between sheared bolt head and mesh, in vertical screen</p> <p>CELL DOORS AND GRILLE GATES</p> <p>All doors, gates and partitions to be as the latest SAPS 5 star specification, including all ironmongery</p> <p>All doors and grille gates are inclusive of special locks which are to be ordered timeously from the Department, collected, whilst maintaining security in this regard, all to the approval of the Department and his Representative / Agent, and including fixing same to the grilles, gates, cell doors, etc.</p> <p>Servicing doors with frames inclusive of oiling hinges, locks, and adjusting striking plates and flush bolts where applicable</p>	m2	32	
4/4	<p>Mild steel prison type single door with gate and frame</p> <p>New standard cell door frames</p>	No	10	
4/5	<p>Standard double rebated 2mm thick door frame with angle iron stiffening to suit one brick wall</p> <p>New standard cell doors and grille gates (frames elsewhere)</p>	No	6	
4/6	Standard 900 x 1950mm cell door	No	6	
4/7	Standard 900 x 1950mm grille gate	No	6	
	Carried to Summary			R
	Bill No. 4 METALWORK			

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**NELSPRUIT SAPS
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Item No		Quantity	Rate	Amount
	BILL NO 5			
	TILING			
	SUPPLEMENTARY PREAMBLES			
	<u>Fixing</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat			
	Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts from the "Tal Professional" ("Ceresit Tylon"?) range of products as recommended by the manufacturer of the tiles			
	FLOOR TILING			
	350 x 350 x 8mm "kilimanjaro or similar" slip-resistant matt porcelain floor tiles (PC R84.90/m2) fixed with adhesive to screed (screed elsewhere) and flush pointed with grout			
6/1	On floors	m2	301	
6/2	Skirting 60mm high of cut tiles	m	238	
	SUNDRIES			
	Aluminium dividing strips			
6/3	Flat section dividing strips between tiles	m	2	
	Carried to Summary			
	Bill No. 6		R	
	TILING			

NELSPRUIT SAPS
INSTALLATION OF VARIOUS INTERVENTION SERVICES

Item No		Quantity	Rate	Amount
	BILL NO 6 PLUMBING AND DRAINAGE (PROVISIONAL) PREAMBLES See latest edition of Specifications of Materials and Methods to be used (PW 371)			
	SANITARY FITTINGS Stainless steel wc pan, etc. shall be 1,2mm type 304 AISI (18/10)			
7/1	"Franke Model SAPX597" or similar approved vandal proof stainless steel WC pan 395 x 550 x 485mm high overall. Unit to be manufactured with a pressed concealed flushing rim and integral "p" trap with a 100mm outlet pipe and a 38mm back entry inlet pipe extended to 450mm. The pan to be manufactured with a shroud, with external flanges for securing the pan through the wall and into the floor with anchor bolts (All WC pan must be filled with concrete)	No	8	
	Stainless steel Vandal resistant sanitaryware, sealed to walls with clear silicon sealant			
7/2	SAPSDF approved Stainless steel vandal proof recessed drinking fountain 370 x 490 x 125mm, equipped with factory fitted self-closing metered push button faucet	No	3	
	TAPS, VALVES, ETC. "Franke" or other equal and approved			
7/3	Self-closing bib tap with push button faucet to be fitted on existing stainless steel drinking fountain	No	9	
	FLOOR DRAINS			
	Carried Forward			
	Bill No. 7 PLUMBING AND DRAINAGE		R	

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NELSPRUIT SAPS
INSTALLATION OF VARIOUS INTERVENTION SERVICES

Item No		Quantity	Rate	Amount
	BILL NO 7 PAINTWORK <u>User note</u> <i>The following four items, given as examples, have been set up to comply with the Munsell system (the extra over option) as prescribed in the Standard System of Measuring Building Work and should be inserted at the end of each type of paint where applicable</i> Extra over paintwork to all areas, for paintwork in colours which have a value of 7 or less based on the Munsell system m ² Extra over paintwork to gates, grilles, burglar screens, balustrades, etc, for paintwork in colours which have a value of 7 or less based on the Munsell system (both sides measured over the full flat area) m ² Extra over paintwork to rails, bars, pipes, etc not exceeding 300mm girth, for paintwork in colours which have a value of 7 or less based on the Munsell system m Extra over paintwork to skirtings, rails, etc not exceeding 300mm girth for paintwork in colours which have a value of 7 or less based on the Munsell system m <u>Note</u> <i>It has however become evident that application problems exist with the said "Munsell" system and until such time as the Standard System of Measuring Building Work is adjusted to overcome these problems users should determine from the relevant manufacturer which of their colour groupings differ appreciably in price and adjust descriptions accordingly</i> SUPPLEMENTARY PREAMBLES PREPARATORY WORK TO EXISTING WORK			
	Bill No. 8 PAINTWORK	Carried Forward	R	

NELSPRUIT SAPS
INSTALLATION OF VARIOUS INTERVENTION SERVICES

		Brought Forward		R	
	<u>Previously painted plastered surfaces</u> Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth				
	<u>Previously painted metal surfaces</u> Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK ON INTERNAL FLOATED PLASTER SURFACES Two coats enamel paint for interior and exterior use, on work in sound condition (colour to be Aluminium snow)				
8/1	Walls	m2	455		
	PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK IN BAD CONDITION: ON METAL, INTERNALLY AND EXTERNALLY Prepare, touch up surfaces and apply one coat galvogrip metal primer and finish with two coats Plascon Velvaglo or equal approved semi gloss enamel; angle uprights and ddstruts to be painted silver.				
8/2	On steel cell windows	m2	39		
8/3	On cell doors, frames and grilles (both sides measured over the full flat area)	m2	409		
	PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK ON INTERNAL FLOATED PLASTER SURFACES				
		Carried Forward		R	
	Bill No. 8 PAINTWORK				

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NELSPRUIT SAPS
INSTALLATION OF VARIOUS INTERVENTION SERVICES

Item No		Quantity	Rate	Amount
	<p>SECTION 3</p> <p>PROVISIONAL SUMS</p> <p>SUPPLEMENTARY PREAMBLES</p> <p><u>General</u></p> <p>Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances</p> <p>Prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned</p> <p>Provisional sums are for material and equipment supplied and installed complete by firms of specialists</p> <p><u>Profit</u></p> <p>Where stated, the contractor may allow for profit if required</p> <p><u>General attendance on nominated/selected subcontractors</u></p> <p>The item "Attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:</p> <ol style="list-style-type: none"> 1 The services as set out in clause B9.1 of the Preliminaries 2 Making good in all trades and cleaning down and removal of rubbish on completion <p><u>Special attendance on nominated/selected subcontractors</u></p> <p>Where stated special attendance will be described in detail in the Schedule for Variables in the Preliminaries for the services as set out in clause B9.2</p>			
	<p style="text-align: right;">Carried Forward</p> <p>Bill No. 9 PROVISIONAL SUMS</p>		R	

NELSPRUIT SAPS
INSTALLATION OF VARIOUS INTERVENTION SERVICES

	Brought Forward		R	
	<u>Builder's work</u>			
	Builder's work in connection with specialist services is given elsewhere in these bills of quantities			
	PROVISIONAL SUMS FOR NOMINATED/SELECTED OR DOMESTIC SUBCONTRACT WORKS			
	<u>The following provisional sums are for work to be executed by the specialist firms, which will be regarded as direct subcontractors to the contractor. The contractor must call for at least three quotations from firms approved by the principal agent in accordance with the conditions of contract and in conjunction with the principal agent for consideration</u>			
	Plumbing and drainage			
9/1	Provide the sum of R50 000.00 for plumbing and drainage directed by SAPS representative	Item		50,000 00
9/2	Allow for profit	Item		
9/3	Allow for attendance	Item		
	ELECTRICAL AND MECHANICAL INSTALLATIONS			
	General electrical installation			
9/4	Provide the sum of R20,000.00 for general electrical installation	Item		20,000 00
9/5	Profit	Item		
9/6	Attendance	Item		
	Airconditioning installation			
9/7	Provide the sum of R30,000.00 for airconditioning installation	Item		30,000 00
9/8	Profit	Item		
9/9	Attendance	Item		
	Carried to Summary		R	
	Bill No. 9			
	PROVISIONAL SUMS			

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