



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BOOK 1 OF 2

TENDER REF: H24/024AI

**MANANGA LAND PORT OF ENTRY: 36 MONTHS
INFRASTRUCTURE MAINTENANCE AND
REPAIRS OF BUILDINGS, CIVIL, MECHANICAL,
ELECTRICAL AND INSTALLATIONS
(APPOINTMENT OF A CONTRACTOR)**

TENDER DOCUMENT

AUGUST 2024

ISSUED BY:

THE DIRECTOR GENERAL
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X65
PRETORIA
0001

NAME OF TENDERER: _____
CONTACT NUMBER: _____
POSTAL ADDRESS: _____
CONTACT NUMBER: _____
CSD NUMBER: _____

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public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

T. THE TENDER

T1. Tender Procedure

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)
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Tender no:	H24/024 AI	Reference no:	H24/024AI
Advertising date:	30 August 2024	Closing date:	30 September 2024
Closing time:	11am	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **7 CE or 7 GB*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE or select tender value range select 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. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

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

Functionality criteria¹:	Weighting factor:
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¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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".

9.1 PROJECT WORK FORCE The bidders are to provide proof of the proposed Work Force in the form of a project organogram that will be employed for the duration of this project. The proposal to include the following required Personnel: (i) Construction Manager with a minimum qualification of a National Diploma or higher in Built Environment and with proof of registration as a professional with SACPCMP or ECSA. (ii) Site Agent with a minimum qualification of Diploma in Built Environment. (iii) 1 x Plumber (with a minimum NQF Level 1 or Higher or an Artisan Recognition of Prior Learning (ARPL) (iv) Process Controllers Class III, Class IV, and Class V (Supervisor) (All required) (v) 1 x Electrician (vi) 1 x Air- Conditioner Technician (vii) Health and Safety Officer or Health and Safety Manager. Health and Safety Officer or Manager must be registered with SACPCMP as professionals. NB: Bidder must submit a sworn affidavit that these or similar personnel will be employed after the award of the tender. NB: If any of the above services are to be sub-contracted, the bidder must attach the CSD report of the subcontractor(s) and should indicate the details of the subcontractor(s) on the DPW 15 (EC) and DPW 22 (EC) forms and submit all necessary documents for key personnel as listed below. Bidders are to provide the following (for all above-mentioned key personnel): • CVs of each key personnel to be involved in this project • Copies of qualifications for all key personnel to be involved in this project. • Trade certificates for Electrician, Plumber, and Air - Conditioner Technicians. • Copies of Certificates of Process Controllers. NB: All Certifications for key personnel should be valid or active. 1. Information submitted for all seven (7) items listed above = 5 points 2. Information submitted for any six (6) items listed above = 4 points 3. Information submitted for any five (5) items listed above = 3 points 4. Information submitted for any four (4) items listed above = 2 points 5. Information submitted for any three (3) items listed above = 1 point No information or information for 1-2 items listed above submitted = 0 point	35
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9.2 RELEVANT EXPERIENCE OF THE COMPANY Bidders are to provide and submit a list of comparable projects of a similar nature and monetary value of CIDB Grade 6 and above with contactable references for repair and maintenance type projects currently engaged in and or completed during the past 10 years. Projects to be listed in DPW-09 EC form. For completed projects, bidders are to submit together with the tender document completion certificates, and for current projects appointment letters. . (i) Five or more completed/current projects = 5 points (ii) Four completed/current projects = 4 points (iii) Three completed/current projects = 3 points (iv) Two completed/current projects = 2 points (v) One completed/current project = 1 point No information submitted = 0 point	25
9.3 EQUIPMENTS The bidders are to provide evidence of cleaning equipment, hand tools, machinery, utility vehicles, and instrumentations owned or to be hired/rented in order to carry out the project. Bidders are to complete and sign ANNEXURE A for cleaning equipment, Instrumentations, hand tools, machinery, and utility vehicles. Bidders are to submit proof of equipment and hand tools owned or to be rented/hired from suppliers. Copies of vehicle(s) registrations must be submitted or agreement. An agreement between the bidder and supplier for rentals/hired items must be submitted. (You're required to submit your firm's asset register or agreement between bidder and supplier for rentals) i. Cleaning Equipments ii. Instrumentations iii. Utility vehicles iv. Machinery v. Hand tools 1. Information submitted for all five (5) items listed above = 5 points 2. Information submitted for any four (4) items listed above = 4 points 3. Information submitted for any three (3) items listed above = 3 points 4. Information submitted for any two (2) items listed above = 2 points 5. Information submitted for any one (1) item listed above = 1 point No information submitted = 0 point	15

9.4 BANK RATING The bidder is to provide and submit an original bank-stamped rating letter or certified copy which is not older than 3 months on the closing date of the tender. i) Bank rating of A = 5 points ii) Bank rating of B = 4 points iii) Bank rating of C = 3 points iv) Bank rating of D = 2 points v) Bank rating of E = 1 point vi) No Letter = 0 points NB: Bidders will only be scored based on the banking rating submitted of A, B, C, D, or E. NB: If a stamped bank letter with no ratings (A, B, C, D, or E) is provided, the bidder will receive 0 points.	25
Total	100 Points

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

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

Land Ports of Entry are categorized as National Key Points, therefore any service provider appointed must meet high quality standards in terms of performance and service delivery within the prescribed scope, time, cost, and quality.
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3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☐	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	☐	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.
8	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	Bidders should be registered and active on CIDB with grading designated of 7CE or 7GB or higher at the closing date of the tender. In case of JV, all entities must be registered and active on CIDB.
11	☒	Attendance of compulsory briefing meeting and signing of the attendance register. Service Providers to familiarize themselves with the conditions of the site and the distance/road conditions to and from the site. This will enable them to submit a more realistic offer (tender) amount, therefore the clarification meeting is declared compulsory.
12	☒	The tenderer shall submit his/her fully priced Bills of Quantities (complete document inclusive of all parts) together with his/her tender. This project has now been classified as an emergency, and the urgent procurement of the follow-on RAMP project/contract is critical to ensure seamless and continuous implementation of the RAMP project. This will help avoid any gaps between the current and follow-on contracts, thereby maintaining the momentum and progress of the overall RAMP initiative.
13	☐	Specify other responsiveness criteria
14	☐	Specify other responsiveness criteria
15	☐	Specify other responsiveness criteria

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

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

1	☒	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	☒	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	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (EC): Ownership Particulars
6	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☒	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	☒	Submission of DPW- 09 (EC): Particulars of Tenderer's Projects
14	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any
15	☒	Submission of DPW-16 signed (Site inspection meeting certificate) by the authorised official and completion of bid briefing attendance register.
16	☒	Role players of references to be indicated in the DPW- 09 (EC) Particulars of Tender's Projects should be User Clients, Consultants and Principals agents. Only contactable reference numbers to appear in the DPW-09 (EC) form.
17	☒	Sworn affidavit for the full-time employment of work force for the duration of the project, indicating clearly that equally or higher qualified personnel will be employed after award of the tender if personnel are lost due to any reason.
18	☒	Submission of copies of ID's for all key personnel who will be involved in this project and the submission of registration certificates for Construction Manager, Health and Safety Officer and or Health and Safety Manager from SACPCMP or ECSA..

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

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

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

☒

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).

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".

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent.

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".

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

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

6. BID EVALUATION METHOD

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

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ 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.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

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

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

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

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

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

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Applicable
(d)	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

(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on Departmental website: www.publicworks.gov.za or e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street CGO Building. A non-refundable bid deposit of R 700 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

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

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

Venue:	MANANGA PORT OF ENTRY		
Virtual meeting link:	N/A		
Date:	17 September 2024	Starting time:	13h00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Koketso Kgorane	Telephone no:	012 406 1127
Cellular phone no	082 957 3746	Fax no:	n/a
E-mail	koketso.kgorane@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Saziso Ndlovu	Telephone no:	012 406 1847
Cellular phone no	N/A	Fax no:	n/a
E-mail	Saziso.Ndlovu@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 65 Pretoria 0001 Attention: Procurement section: Room 121 First Floor	OR	Deposited in the tender box at: Department of Public Works Corner of Bosman and Madiba Street 256 Madiba Street Central Government offices - CGO Building Corner of Bosman Madiba Street Room121
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DPW-03 (EC): TENDER DATA

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)
Reference no:	H24/024AI

Tender / Quotation no:	H24/024AI	Closing date:	30 September 2024
Closing time:	11:00 AM	Validity period:	12 Weeks (84 Calendar days)

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

Tender no: H24/024AI

C.1.4	The Employer's agent is:	
	Name:	2BLN (Pty) Ltd
	Capacity:	Private Project Manager
	Address:	51 Lara Street, Grootfontein Country Estate, Pretoria East, 0081
	Tel:	086 177 7719
	Fax:	086 177 7711
	E-mail:	admin@2bln.co.za
C.2.1 C.3.11	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u> The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof): a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7 CE or 7 GB** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the select tender value range select class of construction works or select tender value range select class of construction works** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 7 CE or 7 GB** class of construction work ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Not applicable	

Tender no: H24/024AI

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
9.1 PROJECT WORK FORCE The bidders are to provide proof of the proposed Work Force in the form of a project organogram that will be employed for the duration of this project. The proposal to include the following required Personnel: (i) Construction Manager with a minimum qualification of a National Diploma or higher in Built Environment and with proof of registration as a professional with SACPCMP or ECSA. (ii) Site Agent with a minimum qualification of Diploma in Built Environment. (iii) 1 x Plumber (with a minimum NQF Level 1 or Higher or an Artisan Recognition of Prior Learning (ARPL) (iv) Process Controllers Class III, Class IV, and Class V (Supervisor) (All required) (v) 1 x Electrician (vi) 1 x Air- Conditioner Technician (vii) Health and Safety Officer or Health and Safety Manager. Health and Safety Officer or Manager must be registered with SACPCMP as professionals. NB: Bidder must submit a sworn affidavit that these or similar personnel will be employed after the award of the tender. NB: If any of the above services are to be sub-contracted, the bidder must attach the CSD report of the subcontractor(s) and should indicate the details of the subcontractor(s) on the DPW 15 (EC) and DPW 22 (EC) forms and submit all necessary documents for key personnel as listed below. Bidders are to provide the following (for all above-mentioned key personnel): • CVs of each key personnel to be involved in this project • Copies of qualifications for all key personnel to be involved in this project. • Trade certificates for Electrician, Plumber, and Air - Conditioner Technicians. • Copies of Certificates of Process Controllers. NB: All Certifications for key personnel should be valid or active. 1. Information submitted for all seven (7) items listed above = 5 points 2. Information submitted for any six (6) items listed above = 4 points 3. Information submitted for any five (5) items listed above = 3 points	35

	4. Information submitted for any four (4) items listed above = 2 points 5. Information submitted for any three (3) items listed above = 1 point No information or information for 1-2 items listed above submitted = 0 point	
	9.2 RELEVANT EXPERIENCE OF THE COMPANY Bidders are to provide and submit a list of comparable projects of a similar nature and monetary value of CIDB Grade 6 and above with contactable references for repair and maintenance type projects currently engaged in and or completed during the past 10 years. Projects to be listed in DPW-09 EC form. For completed projects bidders are to submit together with the tender document completion certificates, and for current projects, bidders are to submit together with the tender document appointment letters. (i) Five or more completed/current projects = 5 points (ii) Four completed/current projects = 4 points (iii) Three completed/current projects = 3 points (iv) Two completed/current projects = 2 points (v) One completed/current project = 1 point No information submitted = 0 point	25
	9.3 EQUIPMENTS The bidders are to provide evidence of cleaning equipment, hand tools, machinery, utility vehicles, and instrumentations owned or to be hired/rented in order to carry out the project. Bidders are to complete and sign ANNEXURE A for cleaning equipment, Instrumentations, hand tools, machinery, and utility vehicles. Bidders are to submit proof of equipment and hand tools owned or to be rented/hired from suppliers. Copies of vehicle(s) registrations must be submitted or agreement. An agreement between the bidder and supplier for rentals/hired items must be submitted. (You're required to submit your firm's asset register or agreement between bidder and supplier for rentals) i. Cleaning Equipments ii. Instrumentations iii. Utility vehicles iv. Machinery v. Hand tools 1. Information submitted for all five (5) items listed above = 5 points	15

	2. Information submitted for any four (4) items listed above = 4 points 3. Information submitted for any three (3) items listed above = 3 points 4. Information submitted for any two (2) items listed above = 2 points 5. Information submitted for any one (1) item listed above = 1 point No information submitted = 0 point	
	9.4 BANK RATING The bidder to provide and submit an original bank stamped rating letter or certified copy of such a letter which is not older than 3 months on the closing date of the tender. i) Bank rating of A = 5 points ii) Bank rating of B = 4 points iii) Bank rating of C = 3 points iv) Bank rating of D = 2 points v) Bank rating of E = 1 point NB: Bidders will only be scored based on the banking rating submitted of (A,B,C,D or E). NB: If a stamped bank letter with no ratings (A,B,C,D or E) is provided , the bidder will receive 0 points. NB: In the case of JV, both bidders will need to submit their bank rating letters, and the JV will score the average points from the 2 scores.	25
	Total	100 Points
<i>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</i>		
	Minimum functionality score to qualify for further evaluation:	65

☐

D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☒	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.			
	3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.			
	4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).			
	5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.			
	<u>D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</u> <u>Table 2</u> <table><tr><th>Seri al No</th><th>Specific Goals</th><th>Preference Points Allocated out of 20</th><th>Documentation to be submitted b bidders to validate their claim</th></tr></table>				Seri al No	Specific Goals	Preference Points Allocated out of 20
Seri al No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted b bidders to validate their claim				

	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.								
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.								
	3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.								
	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).								
	5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.								
☐	<u>D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.</u> NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both. <u>Table 3</u> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points</th> <th>Documentation to be submitted in bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td colspan="4"> </td> </tr> </tbody> </table>				Serial No	Specific Goals	Preference Points	Documentation to be submitted in bidders to validate their claim				
Serial No	Specific Goals	Preference Points	Documentation to be submitted in bidders to validate their claim									

			Allocated out of 10		
	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.	
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).	
	OR				
	5. ☒	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b)

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E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

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

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

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

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

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

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	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. E.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.
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative tender offer permitted: Yes ☐ No ☒
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☒ Together with his tender; or ☐ The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Department of Public Works Corner of Bosman and Madiba Street, 256 Madiba Street Central Government offices - CGO Building Corner of Bosman Madiba Street, Room121
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

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

T2. Returnable Documents

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

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender / Quotation no:	H24/024AI	Reference no:	H24/024AI

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)** The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

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

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

For Internal & External Use

Effective date 5 July 2022

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AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: 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 ☐ No ☐
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

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

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

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

Tender / Quotation no: H24/024AI

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

.....
.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

For Internal & External Use

Effective date 5 July 2022

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Version 2022/04

Tender / Quotation no: H24/024AI

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	PRIVATE BAG X65 PRETORIA 0001

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

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

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender / Quotation no:	H24/024AI	Reference no:	H24/024AI
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
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	Yes
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .	N/A	No
Contract data – (GCC (2015) 1st edition: 2015 (DPW-05 (EC))	30 Pages	Yes

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

Tender / Quotation no: H24/024AI

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 additional information required to complete a risk assessment (if applicable)	-	Yes
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 .		Yes
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.	1 Page	Yes
EPWP Declaration	1 Page	Yes
Annexure A - Evidence of Instrumentation, Plant and Equipment	3 Pages	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) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	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)	63 Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	1 Pages	☒ Yes ☐ No

Tender / Quotation no: H24/024AI

Tender document name	Number of pages issued	Returnable document
Procurement Documents (complete document inclusive of all parts) (Book 1 of 2)	217 Pages	☒ Yes ☐ No
Technical and particular specifications (Book 2 of 2)	156 Pages	☒ Yes ☐ No
Functional Requirement Documents (Work Experience, Reference Letters, Financial Capacity and Proof of Equipment)	2 Pages	☒ Yes ☐ No

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Note:

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

Note:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender / Quotation no:	<i>H24/024AI</i>	Reference no:	<i>H24/024AI</i>
Closing date:	<i>30 September 2024</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **17**

September 2024

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

PA-16.1 (EC)

PA-16.1 (EC): OWNERSHIP PARTICULARS

- NB:** 1. This form is to be read with the Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2011, the Notice and Invitation to Tender and the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.
2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)
Tender no:	H24/024AI

1. PARTICULARS OF TENDERER

Name of Tendering Entity (the Tenderer):

.....
(must correspond with the Form of Offer and Acceptance DPW-07 (EC) in Section C1.1)

Physical Address:	Postal Address:
.....	
.....	
.....	
.....	

Company/CC Registration No:	Tenderer's Income Tax Reference No:
.....	
Company VAT Registration No:	
.....	

Name of the duly authorized Representative of the Tenderer:
(must correspond with the Resolution PA-15.1, PA-15.2 and/or PA-15.3)

Telephone:	Facsimile:
.....	

Is the Tenderer a ☐ public* or ☐ private company?

(*Preference points may not be awarded to public companies)

PA-16.1 (EC):

2. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP, PRE 1994 ELECTION FRANCHISE-STATUS AND OWNERSHIP, AS RELEVANT

Name #	Identity/Registration Number	Citizenship ##	HDI-Status ###	Date of Ownership	Percentage Owned	Percentage Voting	Percentage of time devoted to the Tendering Entity
			Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994				
1.			☐ Yes ☐ No				
2.			☐ Yes ☐ No				
3.			☐ Yes ☐ No				
4.			☐ Yes ☐ No				
5.			☐ Yes ☐ No				
6.			☐ Yes ☐ No				
7.			☐ Yes ☐ No				
8.			☐ Yes ☐ No				
9.			☐ Yes ☐ No				
10.			☐ Yes ☐ No				
11.			☐ Yes ☐ No				
12.			☐ Yes ☐ 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
 ### state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2011)

PA-16.1 (EC):

3 The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender:
a. A Close Corporation, incorporated under the Close Corporation Act, 1984 (Act 69 of 1984)	Certified copies of the Founding Statement – CK1
b. A private Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) [including Companies incorporated under Art 53(b)]	Certified copies of: i. Certificate of Incorporation – CM1, and ii. Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership /shareholding percentage relative to the total.
c. A private Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) in which any, or all, shares are held by another Close Corporation or Company with or without share capital	Certified 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 public Company having share capital, incorporated under the Companies Act, 1973 (Act 61 of 1973) [including Companies incorporated under Art 21]	A signed statement of the Company's Secretary confirming that the Company is a public Company.
e. A natural person or a Partnership	Certified copy of the Identity Document of: i. such natural person, or ii. each of the Partners to the Partnership.
f. A Trust	Deed of Trust.

PA-16.1 (EC):

4. Identify by name, HDI-status and length of service, those individuals (including Owners and non-Owners) responsible for the day-to-day management and business decisions:

	Name	HDI-status ###			Length of service (years)
		Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994	Qualify as HDI by virtue of being female	Qualify as HDI by virtue of having a disability	
<u>FINANCIAL DECISIONS</u>					
Cheque signing Signing & Co-signing for loans		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Acquisition of lines of credit		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Sureties		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Major purchase or acquisitions		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Signing contracts		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
<u>MANAGEMENT DECISIONS</u>					
Estimating		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Market and sales operations		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Hiring and firing of management personnel		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Supervision of office personnel		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
Supervision of Field / Production activities		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	

state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2011)

PA-16.1 (EC):

5. If this tender offer is submitted by a Consortium or Joint Venture, provide the following information regarding the Participation Parameter of each of the Tendering entities relative to the project tendering for:

Name of Consortium / Joint Venture Partner	Participation Parameter expressed as a percentage
1.	 %
2.	 %
3.	 %
4.	 %
5.	 %

NB: If submitting a tender offer in Consortium or Joint Venture, a copy of the proposed Consortium or Joint Venture Agreement must be submitted together with the Offer for scrutiny purposes during the Evaluation stage. All other requirements for deliverable documents pertaining to Consortium / Joint Ventures, as described in the Tender Data, must, in addition hereto, be adhered to. Information required in Sections 1 to 5 of this form must be provided separately in respect of each Consortium or Joint Venture Partner.

6. List the following personnel or external firms who provide the following services:

Service	Name	Contact Person	Telephone
Accounting			
Legal			
Auditing			
Banking			
Insurance			

PA-16.1 (EC):

7. DECLARATION:

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

- 7.1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 7.2 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, 2011, 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;
- 7.3 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;
- 7.4 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;
- 7.5 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;
- 7.6 The Tenderer understands that, once the tender herein has been awarded and it is later detected by the Employer that a preference relating to Ownership in terms of the Act and Regulations has been intentionally misrepresented or fraudulently claimed, the Employer will have recourse against such party as stipulated in Regulation 15 of the Preferential Procurement Regulations, 2011 and/or to impose a penalty amount equal to Y%, of the Offered Total of Prices (inclusive of Value Added Tax), tendered in the Form of Offer and Acceptance (section C1.1), calculated separately for each Ownership category misrepresented or fraudulently claimed; where Y is the maximum number of points allocated for each individual Ownership description provided in the Notice and Invitation to Tender (PA-04 EC), to a combined maximum of 10%. Furthermore: failure to achieve the tendered Contract Participation Goal will be penalized by a penalty amount as described in the Tender and Contract Conditions Pertaining to Contract Participation Goal (Participation of Targeted Enterprises) (PA-16.2 EC).

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	<i>MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)</i>		
Tender / quotation no:	H24/024 AI	Closing date:	30 September 2024
Advertising date:	30 August 2024	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						

1.2. Completed projects

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender no:	H24/024AI	Reference no:	H24/024AI

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

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

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

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender / Quotation no:	<i>H24/024AI</i>	Reference no:	<i>H24/024AI</i>
Closing date:	<i>30 September 2024</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **17**

September 2024

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender no:	H24/024AI	Reference no:	H24/024AI

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender no:	H24/024AI	Reference no:	H24/024AI

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Department of Labour	

Name of Tenderer	Signature	Date

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

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender no:	H24/024AI	Reference no:	H24/024AI

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

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

Provide additional list if space provided is insufficient.

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: H24/024 AI

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.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ 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

Tender no: **H24/021 AI**

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DECLARATION – EPWP PROGRAMME

I _____ from the company

Hereby Undertake To Comply To:

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

- 1.1. Comply To Implementation Of LIC B.O.Q Items Specified Elsewhere in The Tender Documents

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS (Not Applicable)

- 2.1. Recruitment, Placement And Exposure Training Of ____ (____) Participants
2.2. Comply To EPWP B.O.Q, Specifications And Code Of Good Practice

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

- 3.1. Recruitment And Placement Of 30 (Thirty) Local Labourers
3.2. Comply With Applicable Wage Order/Determination or Agreement, in Terms of Labour Relations Act or Wage Act.

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

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

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

5. PENALTY FOR NON COMPLIANCE

Acknowledge Non Compliance Penalty of R 3000.00 (Three Thousands Rand) Per Month Per Participants

Signed by : _____
Director of the Company

Company name : _____

Date : _____

ANNEXURE A

(BIDDERS TO PROVIDE EVIDENCE OF INSTRUMENTATIONS, HAND TOOLS, MACHINERY, CLEANING EQUIPMENT, AND UTILITY VEHICLES OWNED OR TO BE HIRED/RENTED IN ORDER TO CARRY OUT THE PROJECT)

NOTE 1: FAILURE TO COMPLETE AND SUBMIT THIS FORM WILL RESULT BIDDERS NOT TO BE SCORED FOR FUNCTIONALITY CRITERIA NO. 9.3

NOTE 2: BIDDERS ARE NOT ALLOWED TO REPLICATE THIS ANNEXURE A

NOTE 3: PROOF OF EVIDENCE MUST BE PROVIDED FOR ITEMS MARKED OWNED/RENTED ON ANNEXURE A

PROJECT: MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)

Description	Quantity	Owned	Outsourced
Instrumentation for testing of drinking water			
Bench top potentiometer, accurate and precise to at least 0,1 pH unit, including reference electrode and glass sensor or combination electrode;	3		
Electrical conducting meter, with error not exceeding 1 % or 0,1 m S/m;	3		
Thermometer covering the range 23 °C < T < 27 °C accurate and capable of being read to the nearest 0,1 °C;	3		
Magnetic stirrer with PTFE (Teflon) stirring bars;	3		
3 x 1 000 milliliter Imhoff cones with wooden rack;	3		
5 x 1 000 milliliter glass bottles with ground stopper;	3		
Turbidity meter	3		

Cleaning Equipment's	Quantity	Owned	Outsourced
Industrial hoover vacuum cleaner	6		
Numatic rotary disk floor scrubber/polisher	6		
Mega mobs (to be continuously supplied and to be sufficient for the duration of the contract period)	30		
Double mopping buckets and wringer 50 litre (to be continuously supplied and to be sufficient for the duration of the contract period)	9		
Platform Broom (to be continuously supplied and to be sufficient for the duration of the contract period)	15		
Multi-purpose cleaner / All-purpose cleaner concentrate or SABS approved General Purpose cleaner to be supplied in 25 litres (to be continuously supplied and to be sufficient for the duration of the contract period)	50		
Office (soft indoor) Brooms, Yard (hard outdoor) Brooms, Corn Grass Brooms, Squeegees (to be continuously supplied and to be sufficient for the duration of the contract period)	30		

Utility Vehicles	Quantity	Owned	Outsourced
4x4 LDV's	3		
2500l Fuel Trailer	1		
Machinery	Quantity	Owned	Outsourced
Plate Compactor	1		
Poker drive unit	2		
Concrete Mixer	2		
Hand tools	Quantity	Owned	Outsourced
Wheelbarrows	4		
Toolboxes with hammers, Pliers, Screwdrivers, spanners, etc.	5		
Step ladders	4		
Grass cutting machines	15		
Plumbing Toolboxes	3		

NAME OF REPRESENTATIVE:

.....

SIGNATURE:

.....

DATE:

.....

C. THE CONTRACT

C1. Agreement of Contract Data

DPW-05: (EC) CONTRACT DATA - GCC 2015: 3RD EDITION

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)				
Tender no:	H24/024AI	WCS no:		Reference no:	H24/024AI

	The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685. Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)] Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015). Copies of these conditions of contract may be obtained through www.saice.org.za.
--	--

	CONTRACT VARIABLES THE SCHEDULE (Contract Data [1.1.1.8]) The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement Spaces requiring information must be filled in, shown as ‘not applicable’ but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets
--	--

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document PG01.1 (EC) – Scope of Works for detailed description
The work covered by this contract comprises of maintenance and repairs of civil, structural, electrical, and mechanical work as per the specification for 36 months. The extent of the work covers, among other things, roof coverings, cladding and sheeting, carpentry and Joinery, waterproofing of concrete roofs, alterations and repair of existing structures, walls and building work, structural concrete, concrete and bituminous pavements, maintenance of roads and stormwater drainage, maintenance of structural and building works, fencing and gates, stormwater drainage, Paintwork, water supply, mechanical installations, electrical installations and all related installations for 36 months	

Tender / Quotation no: H24/024AI

A 2.0 Site 1 [1.1.1.29]

Erf / stand number	R571 Mananga Road
Site address	R571 Mananga Road, Komatipoort 1340, Mpumalanga, South Africa
Township / Suburb	Komatipoort
City / Town	Komatipoort
Province	Mpumalanga Province
Local authority	Nkomazi Local Municipality
GPS Coordinates	25.9331°S 31.7613°E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Koketso Kgorane	Telephone	012 406 1127
Postal address	Private Bag X65 Pretoria 0001		
Physical address	121 CGO Building, Ground Floor, North Wing Cnr Madiba and Bosman Streets Pretoria Central 0001		

A 3.2 Employer's Representative:

Name	Koketso Kgorane	Telephone number	012 406 1175
E-mail	Koketso.kgorane@pdw.gov.za	Mobile number	
Postal address	Private Bag X65 Pretoria 0001		
Physical address	121 CGO Building, Ground Floor, North Wing Cnr Madiba and Bosman Streets Pretoria Central 0001		

Tender / Quotation no: H24/024AI

A 4.0	Employers Agent/s		2BLN (Pty) Ltd
A 4.1	Principal Agent [1.1.1.16]	Discipline	Civil

Name	2BLN (Pty) Ltd		
Legal entity of above	2BLN (Pty) Ltd	Contact person	Mr Mothusi Motjale
Practice number	2012/163369/07	Telephone number	086 177 4874
Country	Republic of South Africa	Mobile number	084 668 4874
E-mail	mothusi@2bln.co.za / admin@2bln.co.za		
Postal address	51 Lara Street Grootfontein Country Estate Pretoria East 0081		
Physical address	51 Lara Street Grootfontein Country Estate Pretoria East 0081		

A 4.2	Agent [1.1.1.16]	Discipline	Structural
--------------	-------------------------	-------------------	------------

Name	2BLN (Pty) Ltd		
Legal entity of above	2BLN (Pty) Ltd	Contact person	Mr Mothusi Motjale
Practice number	2012/163369/07	Telephone number	086 177 4874
Country	Republic of South Africa	Mobile number	084 668 4874
E-mail	mothusi@2bln.co.za / admin@2bln.co.za		
Postal address	51 Lara Street Grootfontein Country Estate Pretoria East 0081		
Physical address	51 Lara Street Grootfontein Country Estate Pretoria East 0081		

A 4.3	Agent [1.1.1.16]	Discipline	Mechanical
--------------	-------------------------	-------------------	------------

Name	2BLN (Pty) Ltd		
Legal entity of above	2BLN (Pty) Ltd	Contact person	Mr Mothusi Motjale
Practice number	2012/163369/07	Telephone number	086 177 4874
Country	Republic of South Africa	Mobile number	084 668 4874
E-mail	mothusi@2bln.co.za / admin@2bln.co.za		
Postal address	51 Lara Street Grootfontein Country Estate Pretoria East 0081		

Physical address	51 Lara Street Grootfontein Country Estate Pretoria East 0081
------------------	--

A 4.4	Agent [1.1.1.16]	Discipline	Electrical Engineering
--------------	-------------------------	-------------------	------------------------

Name	2BLN (Pty) Ltd		
Legal entity of above	2BLN (Pty) Ltd	Contact person	Mr Mothusi Motjale
Practice number	2012/163369/07	Telephone number	086 177 4874
Country	Republic of South Africa	Mobile number	084 668 4874
E-mail	mothusi@2bln.co.za / admin@2bln.co.za		
Postal address	51 Lara Street Grootfontein Country Estate Pretoria East 0081		
Physical address	51 Lara Street Grootfontein Country Estate Pretoria East 0081		

Tender / Quotation no: H24/024AI

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System / Method of measurement	SANS 1200
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B 2.0 Law, regulations and notices [1.3.2]

Law applicable to the works [1.3.2]	Law of the Republic of South Africa
-------------------------------------	-------------------------------------

B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand (ZAR)
--	--------------------------

B 4.0 Documents [1.1.1.7]

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	1-143
DPW-05: (EC): GCC 2015: 3RD EDITION	1-30
The GCC General Preliminaries for use with the GCC 2015: 3 RD EDITION	1-34
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	
Specifications issued with the tender	1-306
Schedules issued with the tender	
Bills of Quantities issued with the tender	1-52
Addenda as issued during tender stage, if applicable	As issued

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B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]

**Principal Agent
2BLN (Pty) Ltd**

Principal agent's and agents' interest or involvement in the works other than a professional interest

N/A

B 6.0 Insurances [8.6]

Insurances by contractor

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).

Insured amounts to include VAT.

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	<u>Applicable</u>
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R	<u>Not Applicable</u>
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R	Not Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R	<u>Not Applicable</u>

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Public liability insurance [8.6.1.3]	R 10 000 000	Applicable
Ground support insurance [8.6.1.4]	R	Not Applicable
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R	Not Applicable
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R	Not Applicable
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R	Not Applicable
Other insurances: If applicable, description 1:	R	Not Applicable
Other insurances; If applicable, description 2:	R	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Applicable
If applicable, description:	
Project on an operational site	
Restriction of working hours [5.8]	Applicable
If applicable, description: Working days: Monday to Sunday (24 Hours)	
Natural features and known services to be preserved by the contractor [4.7]	Not Applicable
If applicable, description:	
Not Applicable	
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]	Not Applicable
If applicable, description:	
Not Applicable	

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Supply of free issue of material and goods [8.6.1.1.2]	Amount	R 0.00	Not Applicable
If applicable, description:			
Not Applicable			

B 8.0 Subcontractors [4.4]

Specialisation	If applicable, description of specialisation
Civil	
Structural	
Electrical	
Mechanical	
Other	

B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]

Description	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in **months** as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

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The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	21 days
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	7 days
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	36 months
Period to achieve Completion [5.14.4]	36 months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12 months
Total Contract Period	36 months

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	36 months
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	36 months
Notification period for inspection in working days by the principal agent.	14 days
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 200
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 2 000
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 600
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 300

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B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]					36 months	
Portions of the Works in sections:						
Notification period for inspection by the principal agent in working days .						
The date for practical completion shall be the period in months as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]						
The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1]					36	
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]						
The penalty amount per day for failing to complete section 1 of the Works is:					R 0	
The penalty amount per day for failing to complete section 2 of the Works is:					R 0	
The penalty amount per day for failing to complete section 3 of the Works is:					R 0	
The penalty amount per day for failing to complete section 4 of the Works is:					R 0	
The penalty amount per day for failing to complete section 5 of the Works is:					R 0	
The penalty amount per day for failing to complete section 6 of the Works is:					R 0	
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:					R 0	
Penalty amount per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.						
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete excluding VAT						
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete, excluding VAT						

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	All the works must be complete, installed and/or constructed, tested and certified. Occupation certificates from the relevant authorities must be obtained prior to issuing practical completion certificate.
13.2	All relevant CoC's must be issued
13.3	All Guarantees

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13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals are required
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

12 months	All civil, structural, electrical and mechanical fittings/installations
14.1	All civil works
14.2	Mechanical equipment
14.3	Electrical equipment
14.4	Landscaping and outdoor furniture
14.5	Security systems
14.6	Air-condition systems
14.7	Diesel Generators

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B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	25 th
Contract price adjustment / cost fluctuations [6.8.2]	Applicable as per STATS SA indices and GCC 3 rd Edition 2015
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

Arbitration	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word “rights” to read as follows: “Contract Data” means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.9	Add to Clause 1.1.1.9 the following: “If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.”
1.1.1.13	Amend Clause 1.1.1.13 as follows: “Defects Liability Period” means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months . The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.14	Amend Clause 1.1.1.14 as follows: “Due Completion Date” means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).
1.1.1.15	The name of the Employer: Refer to A 3.1: Government of the Republic of South Africa in its Department of Public Works & Infrastructure
1.1.1.16	The name of the Employer’s Representative: Refer to A 3.2: Koketso Kgorane
1.1.1.17	The name of the Employer’s Agent: Refer to A 4.0 and B 5.0: 2BLN (Pty) Ltd

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1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form or Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"
1.1.1.21.A	Add new Clause 1.1.1.21.A The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: Re-Measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Add new Clause 1.1.1.37 Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	Add new Clause 1.2.6 The priority of the documents shall be in accordance with the following sequence: (a) The Form of Offer and Acceptance and the signed Schedule of Deviations, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data
1.3.4	Not applicable to this Contract.

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1.3.5	Replace Clause 1.3.5 with the following: (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
1.3.7	Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.
3.2.3	Add to Clause 3.2.3 the following: 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: (a) Appointment of Subcontractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9;

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	(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1. (h) Any variation orders – clause 6.3.1 2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor. 3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4. 4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof: Clause 6.10.9 – Amend to read as follows: Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). Clause 10.1.5 – Amend to read as follows: Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer. 5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.
3.3.2.1	Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.

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3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word “plant” to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer’s Agent’s Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer’s Agent’s thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word “person”, as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include “Employer” and “contractors”, as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • Estimated number of jobs to be created in line with the EPWP policy • Cashflow projections lined with the initial programme
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days .
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:

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5.6.2.2	Replace Clause 5.6.2.2 with the following: The sequence, timing of activities and resources for carrying out the Works.
5.6.2.7	Add the following to Clause 5.6.2.7: Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.
5.8.1	Add the following to Clause 5.8.1: The non-working days are: Not Applicable The special non-working days are: Public Holidays and the year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.2	Ref Clause 3.2.3
5.12	Ref Clause 3.2.3
5.12.2.2	Amend Clause 5.12.2.2 as following: "Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day. Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.
5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.

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5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.
5.16.3	The latent defect period for all works is: 10 years
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.3.1	Amend first paragraph to Clause 6.3.1 as follows: If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):
6.5.1.2.3	The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF): The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is Mbombela. <i>(Select urban area from Statistical News Release, P0141, Table A)</i> The applicable industry for the Construction Material Price Index for materials / plant is Construction industry. <i>(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</i> The area for the Producer Price Index for fuel is Mbombela <i>(Select the area from Statistical News Release, P0142.1, Table 1.)</i> The base month is August 2024. <i>(The month prior to the closing of the tender.)</i>

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	Replace Clause 6.9.1 with the following: “Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer’s Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: (a) Monthly Local content report, (b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace “28 days” with “30 days” provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	Replace Clause 6.10.5 with the following: <u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention</u>, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u>, the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u>, the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.

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6.10.6.2	Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.
7.2.1	The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are 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 DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: 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, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed 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.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.

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8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	Amend Clause 8.6.1.3 as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.4	Not applicable to this Contract.
8.6.6	Replace Clause 8.6.6 with the following: Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.7	Replace Clause 8.6.7 with the following: If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	Add new Clause 8.6.8. 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: (1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of 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 Employer's 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. (2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period 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

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	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 Contract Period. (3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so. (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 Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	Replace the first paragraph of Clause 9.1.4 with the following: "In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"
9.1.5	Replace the first paragraph of Clause 9.1.5 with the following: If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "
9.1.5.5	Not applicable to this Contract.
9.1.6	Not applicable to this Contract.
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	Add new Clause 9.2.1.3.9: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	Add the following as Clause 9.2.4: In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.

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9.3.2.2	Replace Clause 9.3.2.2 with the following: All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	Not applicable to this Contract.
9.3.3	Add the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.
10.1.3.1	Replace Clause 10.1.3.1 with the following: All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.3.6	Replace Clause 10.1.3.6 with the following: The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	Add new Clause 10.1.6: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.1.3.6	Replace Clause 10.1.3.6 with the following: The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence oof or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute in prejudiced by such nor-recording of the facts.
10.2.1	Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.

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10.2.2	Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.
10.3.3	Replace Clause 10.3.3 with the following:: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.
10.4.2	Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.
10.4.4	Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.
10.5	Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event: 10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties. 10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
10.6	Not applicable to this Contract.
10.7	Not applicable to this Contract.
10.10.3	Replace Clause 10.10.3 with the following: The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.

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B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

(a)	Minimum 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
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Applicable
(d)	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
(e)	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. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not Applicable
(g)	Labour Intensive Works – Condition of Contract.	Applicable

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B	
----------------------	--

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

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

Contractor's selection

Select Option A or B	
----------------------	--

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

Provision of particulars

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

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

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Adjustment methods

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

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

Failure to provide particulars within the period stated

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

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

The Director General
Private Bag X65
Pretoria
0001

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **H24/024AI**, for the **MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)**, (hereinafter referred to as the “**contract**”) for the sum of R _____, (_____), (hereinafter referred to as the “**contract sum**”).

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of R _____, (_____)
being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor**’s liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor**’s liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or

Tender no: H24/024A/

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
 8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20**_____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

The Director General
Private Bag 65
Pretoria
0001

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

- With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **H24/024AI**, for the **MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)**. (hereinafter referred to as the “**contract**”), for the sum of R _____,
(_____), (hereinafter referred to as the “**contract sum**”).

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer's** disposal the sum of R _____ (
being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
 - the **contractor's** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
- Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: **H24/021A/I**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked
Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

C2. Pricing Data

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3rd Edition (2015)

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender / Quotation no:	H24/024AI	Reference no:	H24/024AI

C2.1 Pricing Assumptions

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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.

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.

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

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

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

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

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

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

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

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 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"

C2.1.6 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

C2.1.7 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.

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 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.

C2.1.10 UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass

C2.1.11 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.

C2.1.12 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.

C2.1.13 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.

C2.1.14 ACCOMMODATION ON SITE

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

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is applicable to this project.

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

C2.1.16 CONTRACT PARTICIPATION GOALS

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.

C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers CPG is 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-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is 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-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is *applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. T Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

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

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

C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is 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-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

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

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

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

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

Payment

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

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

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

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

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

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

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

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

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

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

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

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional

registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

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

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

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

Table 3: The notional cost of providing training opportunities per quarter

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

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

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

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

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
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

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT

PROGRAMME

The National Youth Service Training and Development Programme is 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-01.1 (EC) SCOPE OF WORKS C3.7.6.

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

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is applicable to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

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

C2.2 Submission of Accrual Reports

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

Bill of Quantities

TENDER REF: H24/024AI

**MANANGA LAND PORT OF ENTRY: 36 MONTHS
INFRASTRUCTURE MAINTENANCE AND
REPAIRS OF BUILDINGS, CIVIL, MECHANICAL,
ELECTRICAL AND INSTALLATIONS
(APPOINTMENT OF A CONTRACTOR)**

C3. SCOPE OF WORKS

PG-01.1 (EC) SCOPE OF WORKS – GCC 3rd Edition (2015)

Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)		
Tender no:	H24/024AI	Reference no:	H24/024AI

C3. Scope of Works

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B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

Variations and additions to the following SANA1200 Standardised Specifications

- | | |
|--------------|---------------------------|
| SANS 1200 A | General |
| SANS 1200 AB | Engineer's office |
| SANS 1200 C | PSC Site Clearance |
| SANS 1200 D | PSD Earthworks |
| SANS 1200 G | PSG Concrete (Structural) |
| SANS 1200 LB | PSLB Bedding (Pipes) |
| SANS 1200 LE | PSLE Storm water Drainage |

C3.3 PARTICULAR SPECIFICATIONS

- A Plumbing and Drainage
- B Building Structural Elements

CA	Roads
CB	Stormwater Drainage
CC	Fencing
CE	Water Networks
CF	Sewage Networks
FD	HVAC
FN	Water Pumps
HB	Standby Power Systems
PHB	Particular Specifications: Standby Power Systems
HC	Low Voltage Reticulation
HE	External Lights
JC	Fire Fighting Equipment
K	Water Audits
L	Electrical Installations

b) Additional Specifications

The following specifications for work are not covered by the SANS1200 Standardised Specifications or the Technical Specifications are bound in after the Technical Specifications.

SA	Maintenance and Servicing
SB	Operating and Maintenance Manuals
SD	General Training
SF	General Operation
SH	HIV / AIDS
SI	Occupational Health and Safety
SS	Site Specific Inventory

C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

1. SANS 1200 Standardised Specifications for Civil Engineering Construction
2. SANS Standard Specifications
3. PW 371 Specifications of Materials and Methods to be used (4th Revision, October 1993)
4. Standard Electrical Specifications, January 1984 (GPS 24-0367).
5. PW371A Construction Works: Specifications - General Specification (1 Aug 2014 2nd Edition) **
6. Standard Specifications for Electrical Installations and Equipment pertaining to Mechanical Installations**
7. Standard Specification for the Electrical Equipment and Installation for Mechanical Services, Issue VIII December 1984**
8. Department of Public Works – Standard Electrical Specifications (April 1999)**
9. SANS 683 Roof paints (relevant sections)*
10. SANS 10400 Application of the National building Regulations.
11. SANS 61084 Cable Trunking and ducting systems for electrical installations.

* Not issued with this document, but available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

** Not issued with this document but available from the Director General, Department of Public Works, Private Bag X65, PRETORIA 0001, or any office of the Regional Representative of this Department.

3.5 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

3.5.1 GENERAL

PS 1 GENERAL DESCRIPTION

Each Installation/ Sub-Installation requires work that may include any one or more of the activities as set out in clause PS4 below: decommissioning, repair, upgrade and/ or new installation, commissioning and maintenance during the 36-month term of the Contract. The work shall also include compilation of operating and maintenance manuals as well as training of User Client operators.

NOTE: Repair and maintenance work will be carried out within the facilities that are occupied by User Client's personnel and associates.

PS 2 DESCRIPTIONS OF SITES AND ACCESS

The project comprises of one site, Mananga Land Port of Entry. The contractor shall provide site offices and all necessary amenities.

Mananga Land Port of Entry is situated on the border between South Africa and Swaziland, with the physical address as follows:

Mananga Land Port of Entry
R571 Mananga Road
Komatipoort
Mpumalanga Province
South Africa

The contractor will be granted access to all the installations that need to be repaired and maintained at the date of site handover.

The contractor will be granted access to all the installations that need to be repaired and maintained at the date of site handover.

PS 4 DETAILS OF CONTRACT

All work forming part of this Contract is divided into installations and maintenance. The contract shall endure for 36 months from the date of appointment. The work to be performed as part of an installation under this Contract mainly consists of the following:

- The various installations at the Land Port of Entry form part of the new Repair and Maintenance Programme.

- No distinction will be made between prior to practical completion and completed installations for the purpose of maintenance.
- The Contractor will have the opportunity at the start of the contract to point out items which are not in perfect working order which in turn will be repaired as per the relevant tendered repair rates.
- The contractor will furthermore at the start of the contract perform annual maintenance on all the installations as specified in the BOQ, as part of the Contractor' maintenance obligation.
- Maintenance will be the responsibility of the contractor and will be evaluated on a monthly basis by the Engineer. The remuneration for maintenance work and responsibilities will be certified accordingly.

The Contractor will have the opportunity at the start of the contract to point out items which are not in a perfect working order by means of an assessment and verification report. For mechanical installation, the following installations shall be assessed:

- Heating, Ventilation and Air-Conditioning (HVAC)
- Plumbing, drainage and wet services
- Fire protection equipment and installation
- Fire and evacuation plans and signage
- Civil engineering infrastructure and utilities
- Building and structural engineering elements

These items will be serviced and repaired as per the relevant tendered rates. The detail assessment and verification report shall provide an overview of problem areas at the beginning of the contract period. This shall include testing of all equipment and mechanical services. The detail assessment and verification report shall include photos with a description of problem areas. The assessment and verification report must be submitted one calendar month after site handover. Payment for the assessment and verification report shall be included in the fixed preliminary and general charges.

Repair and Servicing items in the contract includes:

- Air-Conditioning Units (full servicing of units, testing and cleaning of Air-Conditioning units).
- Replacement of out-dated units, which has reached the end of serviceable lifetime.
- Plumbing and Drainage (servicing of sanitary fittings, valves and taps, replacement of damaged/missing components).
- Mechanical equipment and installation issuing of C.O.C's.
- Water Distribution Networks (servicing and recalibration of water meters and valves, scouring of water pipelines, cleaning of manholes, cleaning of chambers as well as the sterilisation of water reservoirs and repair/service of water treatment package plant).
- Pumping equipment (servicing/reconditioning of water pumps) and reporting.
- Conformation to water and sewer standards (testing of water and sewer quality).
- Water Audit including compilation of database, meter management system and data loggers for essential services.
- Civil and structural engineering elements.
- Fire Fighting (statutory servicing, cleaning and recharging equipment as well as firefighting training and a fire plan for each of the service buildings Including record keeping of fire registers).

Periodic / Routine Maintenance tasks and Servicing in the contract includes:

- Log all water meter readings and calculate losses on a monthly basis and report in the
- prescribed format.
- Sample potable water supply and chemical analyses to be provided by an accredited laboratory on a monthly basis.

- Sample sewer discharge analyses to be provided by an accredited laboratory on a monthly basis.
- Monitoring of essential services
- Service submersible pumps annually.
- Statutory annual servicing of firefighting equipment
- Site keeping and cleaning of the Ports of Entry.
- Supply of potable drinking water in case of water shortages
- Cleaning of Administration Buildings and Public Ablutions on a daily basis.
- Annual servicing of all air-conditioning units.

Maintenance of each of the above installations will be the responsibility of the Contractor and will be evaluated monthly by the Engineer. The remuneration for maintenance work and responsibilities will be certified accordingly. All maintenance work shall be performed as per the recommendation above or as per the Original Equipment Manufacturer's recommendations. The following tests shall be conducted:

- Potable water quality tests to be performed by approved SANAS laboratory on a monthly basis on the water delivered to the consumers for determinants specified.
- Sewage effluent monthly compliance quality tests to be performed by an approved SANAS laboratory for determinants specified.
- Raw sewage 24 h composite sample and analysis for determinants specified.
- Special testing required by the engineer shall include remuneration for all water and wastewater related analysis, in terms of either compliance monitoring, or required to determine risks. All operational sampling and monitoring shall be the Contractor's responsibility remunerated under Operation of an Installation.
- Full SANS 241 (Part 1) set of 34 x chemical, 8 x physical determinants and 6 x micro biological determinants for annual water quality risk assessment.
- Compile and submit to the Engineer for approval a Water Safety Plan in terms of the requirements of SANS 241 (Part 2), inclusive of risk based operational – and compliance monitoring programmes. Water demand management, including loss reduction and water use efficiency business plan Compile and submit to the Engineer for approval a Wastewater.
- Risk Abatement Plan, inclusive of risk based operational – and compliance monitoring programmes, storm/ground water ingress monitoring and control planning.
- Operation as per Technical Specification comprising Maintain spreadsheet/database with drinking water system process control and maintenance information, including but not limited to: system input volumes, individual water consumption, system pressures, compliance results, operational process control results, chemical consumption, hour meter
- readings, voltmeter readings, ammeter readings, breakdowns, etc., and submission to the Client in a format similar to the Department of Water Affairs incentive-based regulation programmes.
- Operation as per Technical Specification comprising Maintain spreadsheet/database with wastewater treatment process control and maintenance information, including but not limited to: raw wastewater flow rates, effluent flow rates, irrigation rates, compliance results, operational process control results, chemical consumption, hour meter readings, volt meter readings, ammeter readings, breakdowns, etc., and submission to the client in a format similar to the Department of Water Affairs incentive-based regulation programmes

PS 5 CONSTRUCTION PROGRAMME

When compiling his construction programme, the Contractor shall take into account the time for completion of all work of each installation as amended in Part 1 of the Contract Data.

If the programme submitted by the Contractor in terms of Clause 12 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure practical completion of repair work of each installation, and completion of the Works within the periods stipulated. or within a granted extension of time and also to ensure that other contractors have access to the site to start their work on the dates as shown in the original programme of each installation works.

Instructions by the Engineer to expedite progress shall not be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis on which it is to be determined.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in the General Conditions of Contract and as amended in the Contract Data. The approval by the Engineer of a programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary.

NOTE: For reasons of limited access, it may not be possible to carry out the repair work on some of

the installations in parallel with repair work on other installations. The repair work of some of the installations shall follow sequentially as indicated in the specifications. The Contractor shall organise his work in such a manner as to cause the minimum inconvenience to the User Client's personnel and operations.

PS 6 SITE FACILITIES AVAILABLE

PS 6.1 CAMP SITES AND STOREROOM

Four (04) site camps shall be set up and maintained.

A site establishment area is available on each site and will be indicated to the Contractor. An area for the campsite was developed by the previous contractor and the infrastructure and facilities can be utilised for the new contract but must be repaired and maintained during the contract to ensure that each facility maintains an esthetical value for the port of Entry.

None of the existing service buildings may be used for storage. The contractor must provide his own storeroom facilities for the duration of the contract. The existing and new facilities must comply with the South African National Building Regulations and Standards in all aspects.

PS 6.2 WATER, ELECTRICITY AND SEWERAGE

PS 6.2.1 Source of Water Supply

The Contractor must make his own arrangements for water supply. Water will be available at specific points not necessarily adjacent to working areas. Water will be available free of charge for maintenance purposes and the contractor must make his own plans for any new installation proposed in the contract, but wastage will not be tolerated. The Contractor must supply his own standard fittings to couple up at the points where water is available.

PS 6.2.2 Source of Power Supply

If Single or a 3 Phase electric power is available on site, the Contractor may use it at his own discretion. The Contractor must make the temporary connection and install a meter

at his own expense at a point approved by the Engineer. Power will be charged for at a tariff to be determined by the Regional Manager of the Department.

The Department does not guarantee the sufficiency or continuity of the electrical supply and if the supply should fail or be insufficient, the Contractor shall make his own arrangements. The Department will not be liable for any claims in this respect.

PS 6.2.3 Sewerage connection

The contractor shall ensure that hygienic safe and easily accessible toilet facilities are available. Chemical toilets shall be used. The Employer shall not be held responsible for any losses or inconvenience due to a disruption in the supply of water.

If a sewerage connection is not available on the sites, chemical toilets shall be used.

PS 6.3 PARKING FACILITIES

Parking facilities are available on the Sites.

PS 7 SITE FACILITIES REQUIRED FOR THE ENGINEER

PS 7.1. GENERAL

The Contractor shall provide on the Site, for the duration of the repair phase and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. The duration of the repair phase is stated in Part 1 of the Contract Data. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's Preliminary and General items until the facility has been provided or restored, as the case may be.

PS 7.2 SITE MEETING VENUES

The Contractor shall provide within its own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

PS 7.2 MOBILE PHONES AND INTERNET FACILITIES

The Contractor shall, in accordance with the requirements of Subclause PSAB 4 of the Project Specifications provide one (1) 20GB/month (data—only), LTE/3G WiFi-Router and a R 1 000.00 airtime voucher for the duration of the contract for the use of the Engineer and his representative.

PS 7.3 ACCOMMODATION FOR ENGINEER'S REPRESENTATIVE

The Contractor shall provide accommodation for the Engineer's representative for the duration of the contract on both sites.

PS 7.4 CALL CENTRE

A call centre has been established by the Employer to log, route and monitor incoming breakdown calls. The call centre is administered centrally and is responsible for the routing of breakdown calls. The Contractor shall be responsible for the fixed and variable call costs incurred by the call centre for a relevant contract. The Contractor shall be re-reimbursed from an amount included in the Bill of Quantities, on written instruction of the Engineer. Operating costs of the call centre will be calculated, based on the number of breakdowns logged per contract, and invoiced monthly. The Contractor is entitled to a percentage of the value of each payment in relation to the call centre to cover his expenses in this regard (see payment item PSA 8.9).

PS 8. FEATURES REQUIRING SPECIAL ATTENTION

PS 8.1 INSTALLATIONS AT FACILITIES

The installations at all facilities shall be carefully checked for damage and all damages shall be listed and discussed with the Engineer before commencement of repair and maintenance work. The Contractor shall present copies of all correspondence in this regard for discussion at the following site meeting.

PS 8.2 SECURITY

(a)	<u>Restrictions on movement and limited access</u>
	The Contractor's personnel, vehicles and equipment will be restricted to areas of construction only. The Contractor shall comply with any requirements that the Engineer and User Department may have in this regard and shall take note that access to some areas may be limited for security reasons.
(b)	<u>Prohibition on taking of photographs</u>
	The Contractor's attention is drawn to the Defence Act, 1957 (Act No 44 of 1957) and the Correctional Services Act, 1998 (Act No. 111 of 1998) which clearly state that the taking of photographs is prohibited and that even the possession of a camera on Site is an offence. Permission to take photographs of damaged equipment may be arranged by the Engineer.
(c)	<u>Security check on personnel</u>
	The Employer may ask the Contractor to have his personnel or a certain number of them security-classified, if required by any competent authority. In the event of the Employer or any competent authority requiring the removal of a person/persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person/persons are denied access to the site and/or to any documents or information relating to the work. In such circumstances, the Contractor shall indemnify the Employer and the Engineer and will discharge the Employer and the Engineer from any claims whatsoever.
(d)	<u>Access cards to security areas</u>
	All personnel are subject to access control measures. The Contractor shall supply access cards (laminated cards containing colour photograph, name, surname, ID number, etc) for his security-cleared personnel and employees who work within such an area. The Contractor must comply with any regulations or instructions issued by the Department of Correctional Services or SA Police services from time to time, concerning the safety of persons and property.

PS 8.3 SITE TO BE KEPT CLEAN

During the progress of the work and upon completion thereof, the sites of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstructions.

All redundant materials, rubbish and waste arising from the work must be removed from the site at the Contractor's cost and the site and buildings left clean and tidy.

PS 8.4 FACILITIES TO OTHER CONTRACTORS

In addition to the requirements of Clause 18 of the General Conditions of Contract, the Contractor must make allowances for other Contractors on the site. This may involve adapting his programme to accommodate the work of other contractors and ensuring access to their sites along prescribed routes over the site of this Contract.

PS 8.5 SUBCONTRACTORS

In addition to the requirements of Clause 6 of the General Conditions of Contract as amended in Part 1 of the Contract Data, the Contractor shall be responsible for work carried out by subcontractors on his behalf. The Engineer will not liaise directly with such subcontractors. Problems related to payments, programming, workmanship, etc, shall be the responsibility of the Contractor and the subcontractor. The Contractor will report payment to subcontractors to the Engineer. Payment must be declared on a monthly basis.

PS 8.6 SANS SPECIFICATIONS AND CODES OF PRACTICE

In this document all reference to South African National Standards specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations, will be deemed to be references to the latest issues of such specifications and codes.

PS 8.7 MATERIALS

The monthly payment for materials brought onto the site will only be applicable for repair work and not for maintenance work.

Unless otherwise instructed in writing by the Engineer, all proprietary materials are to be used, mixed, applied, fixed, etc, strictly in accordance with the manufacturer's recommendations.

PS 8.8 BORROW PITS

There will be no designated borrow pits. The Contractor shall utilise the material on Site or import material from commercial sources.

PS 8.9 PROTECTION OF FURNITURE AND EQUIPMENT

In the event where work is to be done inside buildings where there is furniture and other equipment involved, the Contractor will be responsible for moving the furniture and equipment in order to provide working space for his personnel. The programme shall be drawn up in such a way as to keep the movement of furniture and equipment to the very minimum and the Contractor shall be solely responsible for any damage to furniture or equipment.

PS 8.10 TESTING AND QUALITY CONTROL

The Contractor shall engage the services of an approved independent laboratory or other institution as applicable for quality testing, in order to ensure that his work complies with the specifications.

No separate payment will be made for such testing, the cost will be deemed to be included in the Contractor's rates for the items of work that require testing in accordance with the Specifications.

The onus to produce work that conforms to the requirements of the Specifications and Drawings regarding quality and accuracy of detail, rests upon the Contractor and he will, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

The Contractor's attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall increase this frequency at his own discretion, to ensure adequate control where necessary.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the Specifications.

PS 9 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of Clause 49 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall comprise at least two (2) sets of A4-size paper copies.

All costs for the preparation and submission of the statements shall be borne by the Contractor.

PS 10. CONSTRUCTION IN RESTRICTED AREAS

Working space in certain areas may be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices submitted will be deemed to include full compensation for difficulties encountered while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered.

PS 11 DRAWINGS

The Contractor will, in terms of Clause 13 of the General Conditions of Contract, be provided free of charge with three (3) paper prints of each drawing issued to him.

All information in the possession of the Contractor that is required by the engineer to complete the "as-built" drawings must be submitted to the engineer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless required by the engineer. The engineer will provide the dimensions that may have been omitted from the drawings.

PS 13 LEGISLATION

(a)	<u>Changes in legislation</u>
	In the General Conditions of Contract and in any other standard document forming part of this Contract to legislation, which has been amended or superseded by other legislation since the most recent publication of such standard document, any reference will be deemed to be a reference to the amended or replacement legislation.
	Such amended or replaced legislation shall be applicable during the contract period provided the amendment or replacement occurred more than twenty eight (28) days before the closing date for bids in terms of Clause 46.4 of the General Conditions of Contract as amended in Part 1 of the contract Data.
(b)	The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No. 25207 and Regulation Gazette No. 7721 of 18 July 2003. Non-compliance

	with these regulations, in any way whatsoever, will be adequate reason for suspending the Works. The proposed type of work, materials to be used and hazards likely to be encountered on this Contract are detailed in the Scope of Work, Pricing Data and Drawings. The Employers' health and safety specifications (sub clause 4(1)) of the regulations will be issued separately. In terms of sub clause 5(1) the Contractor will provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer. The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations. A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned Construction Regulations 2003.
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PS 15 INSURANCE AMOUNTS

The amounts for which the Contractor must insure the Works in terms of Clause 35 of Part 1 of the Contract Data are stated in the Agreement.

PS 16 TIMES FOR COMPLETION

Times for completion of repair work to installations as well as the maintenance down-time for different types of breakdowns are given under Clause 42.1 of Part 1 of the Contract Data. The time for completion will start on the date of access to an installation.

PS 17 PRACTICAL COMPLETION

(a)	The Contractor will, in terms of Clause 51.1 of the General Conditions of Contract, be entitled to receive a Certificate of Practical Completion when the Works to be executed under the Contract have been completed to the stage where:	
	(i)	All materials which are required to be replaced have been replaced and installed to the satisfaction of the Engineer; and
	(ii)	All repair and modification works have been completed
(b)	The Engineer will issue a Certificate of Completion in terms of Clause 51.4 of the General Conditions of Contract to the Contractor and the Employer, except where a thirty (30) day commissioning period is applicable as stated in paragraph (c) below.	
(c)	Where indicated at the end of this paragraph, the issuing of a Certificate of Practical Completion for a certain installation will be followed by a thirty (30) day commissioning period. The tasks of the Contractor during the thirty (30) day commissioning period are described in Additional Specification SC: General Decommissioning, Testing and Commissioning Procedures. After the completion of the thirty (30) day commissioning period to the satisfaction of the Engineer, a certificate of completion will be issued to the Contractor as described in Clause 51.4 of the General Conditions of Contract.	

PS 18 PENALTIES

In terms of Clause 43.1 of the General Conditions of Contract for late completion of repair work to different installations penalties are given under Clause 43.1 of Part 1 of the Contract Data. Payment reductions for exceeding the maintenance down-time for

different types of breakdowns are given under the applicable pay items in the Bill of Quantities for Additional specifications SA: General Maintenance. Penalties will run concurrently where applicable.

(a)	<u>Penalty for failing to meet undertakings and/or conditions pertaining to Targeted Procurement for the award of points</u>
	If the bid adjudication points awarded to the Contractor are found to be based on incorrect or false information or the conditions pertaining to the award of points are not met and the Contractor fails to substantiate that such failure is due to a reason acceptable to the Employer (as being) beyond the Contractor's control, the Contractor shall be liable for and pay to the Employer, an amount determined in accordance with Clause 2 and subject to Clause 1 both of the Works Information, Part 2 of the Conditions of Bid.
(b)	<u>Payment reduction for non-performance</u>
	If the Contractor shall fail to rectify a fatal breakdown, an emergency maintenance breakdown, an ordinary maintenance breakdown and damage breakdown within the time as stipulated in Additional Specifications SA: General Maintenance, the Contractor shall be liable to the Employer for the sum/sums stated in the Bill of Quantities for Additional Specification SA as a payment reduction for every hour/day down-time counting from the hour/day the breakdown was reported to the Contractor until the day it was repaired. These payment reductions will be cumulative and will run concurrently. Where indicated above that the money will be recovered from the Contractor by means of payment reductions, the fixed negative amounts in the rate column of the Bill of Quantities will be used to reduce payments due to the Contractor. The imposition of such payment reductions shall not relieve the Contractor from his obligation to complete the Works or from any of his obligations and liabilities under the Contract.
(c)	<u>Application of penalties to be accumulative</u>
	The imposition of all penalties in terms of this clause shall be accumulative and shall not relieve the Contractor from his obligation to complete the Works or from any of his obligations and liabilities under the Contract.

PS 19 NON-WORKING DAYS AND HOURS

Whenever any special non-working days stated in Clause 1.6 and Clause 38 of Part 1 of the Contract Data fall within the days allowed or stipulated in the Contract in terms of Clause 1.6 of Part 1 of the Contract Data, such special non-working days shall also be excluded from the calculation of the number of working days concerned.

The Contractor shall not work on any statutory public holidays or on any public holidays declared by the Government to be statutory non-working days, except for work related to repair fatal and emergency breakdowns, which influences the functionality of any of the installations.

Working hours might be limited and the Contractor shall work in close cooperation with the User Client and Engineer in this regard. Working hours for the different installations are indicated at the end of this clause where applicable.

The Engineer shall be entitled at any time during the Contract, to vary the normal working hours specified in the Bid documents, including increasing or decreasing the total number of hours per day during which the Contractor may execute the Works or specific portions thereof.

If any variation by the Engineer of the normal working hours specified in the Bid Documents should result in an increase or a decrease in the total number of hours per week during which the Contractor is permitted to execute the Works or any particular portions of Works, then the time allowed in the Contract for the completion of the respective part of the Works to which the varied normal working hours apply shall be adjusted proportionately in relation to:

(a)	the remaining time allowed for completion of the specific part or parts of the Works; and
(b)	the extent of the variation in the total normal working hours per week.

PS 20 SAMPLES

Materials or work will be rejected if it does not conform to the approved samples submitted in terms of sub clause 26(4) of the General Conditions of Contract. The Engineer reserves the right to submit test-samples to ensure that the material represented by the sample meets the specification requirements.

PS 21 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms to the requirements of the Specifications and Drawings regarding quality and accuracy of detail, rests upon the Contractor and he will, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency to ensure adequate control where necessary.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the Specifications.

PS 23 DECOMMISSIONED/DISCARDED MATERIALS

(a)	<u>Storeroom</u>
	Ownership of the material shall, however, lie with the Department of Public Works. Material to be decommissioned by the Contractor shall be removed to this maintenance storeroom and added to the inventory. This material shall then become available to the Contractor for use in the execution of his maintenance duties. The Contractor will apply from the Engineer for approval to dispose of any material at an approved landfill.

PS 24 EXPLOSIVE CLASSIFICATIONS OF THE FUEL INSTALLATIONS

PS 24 APPLICABLE STANDARDISED SPECIFICATIONS

PS8.n RESTRICTED WORKING HOURS

In terms of Clause 38 of GCC 2015, normal working hours will be those hours laid down by the Commanding Officer in conjunction with the Engineer.

PS9.n ABNORMAL RAINFALL

The values of Nn and Rn for use in Clause 47.5 of Contract Data shall be as follows: -

Source of information: Weather Bureau, Department of Transport.

Rainfall Stations:	Mmabatho, Mafikeng		
Period: From:	1960	to	Present

MONTH	N _n	R _n	MONTH	N _n	R _n
January			July		
February			August		
March			September		
April			October		
May			November		
June			December		
Average Annual Rainfall:				701mm	

PSAn TIME RELATED ITEMS (Sub-clause 8.2.2)

An approved extension of time (other than an extension of time granted in terms of Clause 47.5 of Contract Data will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

PSABn NAME BOARD (Sub-clause 3.2.1)

You must make provision for only one name board as per [Annexure B5](#), which must be bound in as Annexure A to the Project Specification.

PSACn SAMPLE/TRIAL SECTION

Depending on the nature of the contract, a clause must be added requiring a sample/trial section to be provided, constructed and approved by the engineer before the actual work is executed.

PSADn PREAMBLE CLAUSES

The standard preamble to the Schedule of Quantities *as laid down in SABS 0120 (SANS 10120) Section 4: Part A: General must be used with the following change(s).*

1.1.6 A price, rate or the word "NIL" is to be entered against each item of the Schedule of quantities, whether the quantities are stated or not. If a rate is not entered against an item or a word other than "NIL" is entered the item will be considered to

be covered by other prices in the schedule but the rate will nevertheless be taken as NIL and no claim will be considered if the quantity of such item increase or decrease.

PSA GENERAL

PSA 1 SCOPE

Replace sub clause 1.1 with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all Civil Engineering Contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

(a)	<u>General</u>
	<i>ADD THE FOLLOWING DEFINITIONS:</i>
	"General conditions: The General Conditions of Contract specified for use with this Contract, and the Contract Data.
	Specified: As specified in the standardised and standard specifications, the Drawings or the Scope of Work.
	Permanent Works: as defined in Clause 1.1.17 of the General Conditions of Contract shall for the purpose of this Contract, be regarded as the repair work and maintenance work as defined in Sub clause SA 02.06 of Additional Specification SA: General Maintenance."
(b)	<u>Measurement and payment</u>
	<i>REPLACE THE DEFINITIONS FOR "FIXED CHARGE", "TIME-RELATED CHARGE" AND "VALUE-RELATED CHARGE" WITH THE FOLLOWING:</i>
	"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract price or the Contract Time of Completion.
	Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the repair work, adjusted in accordance with the provisions of the Contract.
	Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured repair work executed and valued in accordance with the provisions of the Contract."

PSA 2.4 ABBREVIATIONS

(a)	<u>Abbreviations relating to standard documents</u>
	<i>ADD THE FOLLOWING ABBREVIATION:</i>
	"CKS: SABS Co-ordinating Specification."

PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS Specifications shall bear the SABS mark, whether so specified or not."

ADD THE FOLLOWING SUB-CLAUSE:

"PSA 3.3 ORDERING OF MATERIALS

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind, the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer."

PSA 4 PLANT

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE FIRST PARAGRAPH:

"One (1) office (with toilet seat and wash-hand basin), one (1) storeroom and one (1) workshop (unequipped) will be made available for the exclusive use of the Contractor. No personnel may reside on the Site. Only one (1) night-watchman may be on the Site after hours."

PSA 5 CONSTRUCTION

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF THIS SUB CLAUSE WITH THE FOLLOWING:

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.4.2 Protection during repair modification and maintenance work

The Contractor will exercise all the necessary care to prevent damage to known services. Major excavating equipment and other plants will not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take the necessary steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

ADD THE FOLLOWING SUB CLAUSE:

"PSA 5.9 SITE MEETINGS

The Contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc, but not matters concerning the day-to-day running of the Contract."

PSA 6 TOLERANCES

ADD THE FOLLOWING SUB CLAUSE:

PSA 6.4 GENERAL

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

PSA 7 TESTING

PSA 7.1 PRINCIPLES

PSA 7.1.1 Checking

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"The Contractor shall obtain the services of an independent testing laboratory at his own expense (refer to Clause 8 in Portion 1 of the Project Specifications) to carry out the checks prescribed in the various Standardised Specifications."

PSA 7.1.2 Standard of finished work not to specification

REPLACE THE WORDS: "WHERE THE ENGINEER'S CHECKS REVEAL ..." with "WHERE THE CHECKS BY THE APPROVED LABORATORY REVEAL"

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.2 Preliminary and general items or section (for repair phase only)

PSA 8.1.2.2 Bid sums

REPLACE THE CONTENTS OF THIS SUB CLAUSE WITH THE FOLLOWING:

"The Contractor's bid sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of this Standardised Specification, except where provision is made in these Project Specifications to cover compensation for any of these items;
 - head-office and site overheads and supervision;
 - profit and financing costs;
 - expenses of a general nature not specifically related to any item or items of permanent or temporary work;
 - providing facilities on Site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the Works;
 - providing facilities for the Engineer and his staff as specified in SANS 1200 AB and in these Project Specifications".
- PSA 8.2 PAYMENT**

PSA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF THIS SUB CLAUSE WITH THE FOLLOWING:

"Payment of fixed charges in respect of item 8.3.1 fixed preliminary and general will be made as follows:

Eighty (80%) percent of the sum bid will be paid when the facilities have been provided and approved. The remaining twenty (20%) percent will be paid when the works have been completed, the facilities have been removed and the camp site has been cleared and cleaned.

Payment for the sum bid under item 8.3.2 value related preliminary and general will be made in three (3) separate instalments as follows:

(a)	The first instalment, which is forty (40%) percent of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this Standardised Specification, the General Conditions of Contract and the Contract Data, and when the value of work certified for payment, excluding materials on Site and payments for preliminary and general items, is equal
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	to no less than five (5%) percent of the total value of the repair and modification work listed in the Bills of Quantities.
(b)	The second instalment, which is forty (40%) percent of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds fifty (50%) percent of the repair and modification work.
(c)	The final payment, which is twenty (20%) percent of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Standardised Specification, the General Conditions of Contract and the Contract Data

Should the value of the measured work finally completed be more or less than the Bid Sum, the sum bid under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 50 of the General Conditions of Contract as amended in Part 1 of the Contract Data, and this adjustment will be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or after the time for completion has finally been authorised."

PSA 8.2.2 Time-related items

REPLACE THE CONTENTS OF THIS SUB CLAUSE WITH THE FOLLOWING:

"Subject to the provisions of sub clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts for each installation, calculated by dividing the sum bid for the item by the repair phase period for the installation in months, , always provided that the total of the monthly amounts paid for the item is not out of proportion with the progress of the work on the installation as a whole.

Should the Engineer grant an extension of Time for Completion of the repair works on the installation, the Contractor will be entitled to an increase in the sum bid for the time-related item, which increase shall be in the same proportion to the original sum bid as the extension of time is to the original Time for Completion of the repair works.

Payment of such increased amounts will be deemed full compensation for all additional time-related preliminary and general costs due to the circumstances pertaining to the extension of time granted for an installation. The length of the repair phase for each installation is indicated in Part 1 of the Contract Data.

Regarding time-related items, separate provision is made in the Bills of Quantities for each installation individually. Time-related payment for an installation shall only be made when the repair work on the installation is in progress and shall end when the time for completion or an extension of time granted by the Engineer expires. When repair work on more than one installation is in progress, time-related payment will be made for each installation and the conditions as stated above shall apply to each installation individually."

PSA 8.3 BILLED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE ITEMS WITH THE FOLLOWING:

"PSA 8.3.1	Fixed preliminary and general charges	Unit Sum :
"PSA 8.3.2	Value related preliminary and general charges	Unit Sum :

PSA 8.4 BILLED TIME-RELATED ITEMS

REPLACE THIS ITEM WITH THE FOLLOWING:

"PSA 8.4.1 Time-related preliminary and general charges:

The sums bid shall include full compensation for all time-related preliminary and general charges as described in sub clause PSA 8.1.2.2. Payment will be made as described in sub clause PSA 8.2.2.

NOTE: The total amount bid for items PSA 8.3.1, PSA 8.3.2 and PSA 8.4.1 shall not exceed fifteen (15%) percent of the total amount bid for repair work, excluding value-added tax.

PSA 8.5 OPEN

PSA 8.6 PRIME COST ITEMS

REPLACE THIS ITEM WITH THE FOLLOWING:

"PSA 8.6 PRIME COST SUMS:

(a)	Accommodation for Engineer's representative	Unit : PC Sum
(b)	Charge required by Contractor on sub item (a) above	Unit : Sum

The Prime Cost Sum provided under sub item (a) in the Bill of Quantities will be expended in accordance with Clause 45.2 of the General Conditions of Contract.

The bid percentage under sub item (b) will be paid to the Contractor on the value of each payment made to the Engineer.

PSA 8.8 TEMPORARY WORKS

REPLACE ITEM 8.8.4 WITH THE FOLLOWING:

"PSA 8.8.4 Location and protection of existing services:

PSA 8.8.4.1 Provision of detecting devices for:

(a)	Water and sewer pipes	Unit : Sum
(b)	Electrical and other cables	Unit : Sum

The bid sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:

(a)	In roadways	Unit : m ³
(b)	In all other areas	Unit : m ³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to ninety (90%) percent of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to ninety three (93%) percent of modified AASHTO density.

The bid rates will also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material, and for supplying adequate supervision during both excavation and backfilling operations."

ADD THE FOLLOWING ITEMS:

"PSA 8.9 **ADDITIONAL TESTS**

(a)	Additional tests required by the Engineer	Unit : Rand (R)
(b)	Attendance and profit	Unit : %

An amount has been allowed in the Bill of Quantities under sub item (a) to cover the cost of additional tests required by the Engineer. The Engineer will have the sole authority to spend the amount or part thereof.

The bid percentage under sub item (b) will be paid to the Contractor on the value of each payment made to the testing authority.

In connection with sub-item please note that (a):

The Contractor is responsible for both the cost of normal testing as described in Sub clause PS 8.10 in portion 1 of the Project Specifications as well as for the cost of any additional test indicating that the Specifications have not been complied with.

PSA 8.12 **CALL CENTRE**

- (a) Call centre for breakdown calls logged Unit : Rand (R)
- (b) Charge required by contractor on sub-item (a) above Unit : %

An amount has been allowed in the Bill of Quantities under sub item (a) to cover the cost of administrating breakdown calls logged through the call centre. The call centre will submit to the contractor a monthly invoice for breakdown calls logged and monthly subscription. The Contractor will be responsible for prompt payment of the invoice received from the call centre.

The bid percentage under sub item (b) will be paid to the Contractor on the value of each payment pertaining to the call centre to cover his expenses in this regard.

Payment to the Contractor will only become due upon submission of proof of payment to the call centre.

PSA 8.13 **COMPLIANCE WITH OHS ACT AND CONSTRUCTION REGULATIONS 2003**

..... Unit : Sum

The bid sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2003 at all times during the contract, as described in PS 13 of Portion 1 of the Project Specifications. The successful bidder shall provide the Engineer with a complete breakdown of this bid sum.

This sum will be paid to the Contractor in equal monthly amounts for the entire duration of the contract period.

3.5.2 **AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:**

Variations and additions to the following SANA1200 Standardised Specifications

SANS 1200 A General
SANS 1200 AB Engineer's office

C3.5.3 PARTICULAR SPECIFICATIONS:

- | | |
|-----|--|
| A | Plumbing and Drainage |
| B | Building Structural Elements |
| CA | Roads |
| CB | Stormwater Drainage |
| CC | Fencing |
| CE | Water Networks |
| CF | Sewage Networks |
| FD | HVAC |
| FN | Water Pumps |
| HB | Standby Power Systems |
| PHB | Particular Specifications: Standby Power Systems |
| HC | Low Voltage Reticulation |
| HE | External Lights |
| JC | Fire Fighting Equipment |
| K | Water Audits |
| L | Electrical Installations |

b) Additional Specifications

The following specifications for work are not covered by the SANS1200 Standardised Specifications or the Technical Specifications are bound in after the Technical Specifications.

- | | |
|----|-----------------------------------|
| SA | Maintenance and Servicing |
| SB | Operating and Maintenance Manuals |
| SD | General Training |
| SF | General Operation |
| SH | HIV / AIDS |
| SI | Occupational Health and Safety |
| SS | Site Specific Inventory |

C3.6 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:

- C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

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

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

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is applicable to this project.

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

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

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in all wards in Mpumalanga and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **5% (five percent)** of the total value of materials purchased excluding VAT to be sourced from within **550km** radius of the project site,
- (e) Material of at least **5% (five percent)** of the total value of materials purchased excluding VAT to be sourced from within **550km** radius of the project site.

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

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

C3.7.2 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

The Minimum Targeted Local Building Material Suppliers CPG is 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 Targeted Local Material Manufacturer where feasible in all wards in Mpumalanga Province and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **5% (five percent)** of the total value of materials purchased excluding VAT to be sourced from within **550 km** radius of the project site,
- (e) Material of at least **5% (five percent)** of the total value of materials purchased excluding VAT to be sourced from within **550 km** radius of the project site.

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

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

C3.7.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

The Minimum Targeted Local Labour Skills Development CPG is 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. 48491 of 28 April 2023 and the 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 all wards in Mpumalanga Province (Nkomazi Local Municipality) for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount seven hundred and fifty (750) working days. The minimum CPG participation for Targeted Local Labour Skills Development 25%, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3.7.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is 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 **10%** 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 lead partner or main contractor shall dedicate a **minimum 10%** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 1 to 7, General Building and Civil Engineering contracts. Preference will be given Civil, Electrical, Mechanical, and General Building Enterprises.

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

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

C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.7.4.2 Management

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

C3.7.4.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.7.4.5 The Key Personal

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

C3.7.4.6 Management Meetings

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

C3.7.4.7 Forms for contract administration

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

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

C3.7.4.8 Records

The contractor shall:

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

C3.7.4.9 Payment Certificates

The contractor shall:

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

C3.7.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

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

The Minimum Targeted Contract Skills Development CPG is applicable to this project.

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

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-

signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3.7.5.1 Methodology

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

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

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

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

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

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

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

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

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

Table 2: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
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.

- (a) (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **5%** from eligible part/full occupational qualification learners, trade qualification learners in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train minimum ten (**10**) Occupational qualifications, trade qualification – P1 and P2 learners.

C3.7.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (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 and trade qualification learners.

- (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 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 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 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, 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, 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.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, 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 directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C3.7.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *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

C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

Precedence

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

Hand excavatable material

Hand excavatable material is:

a) granular materials:

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

b) cohesive materials:

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

Note

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

Table 3: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp	Firm	Indented by thumb with effort; sharp end of geological pick can be

	end of a geological pick.		pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

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

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

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

- a) to ninety percent (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 ten (10%) gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

All grassing shall be undertaken 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 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

C3.8 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.

C.3.9 Submission of Monthly Local Material Utilisation Report (Local Content)

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

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 (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.

C4. Site information

PG-03.1 (EC) SITE INFORMATION – GCC 3rd Edition (2015)

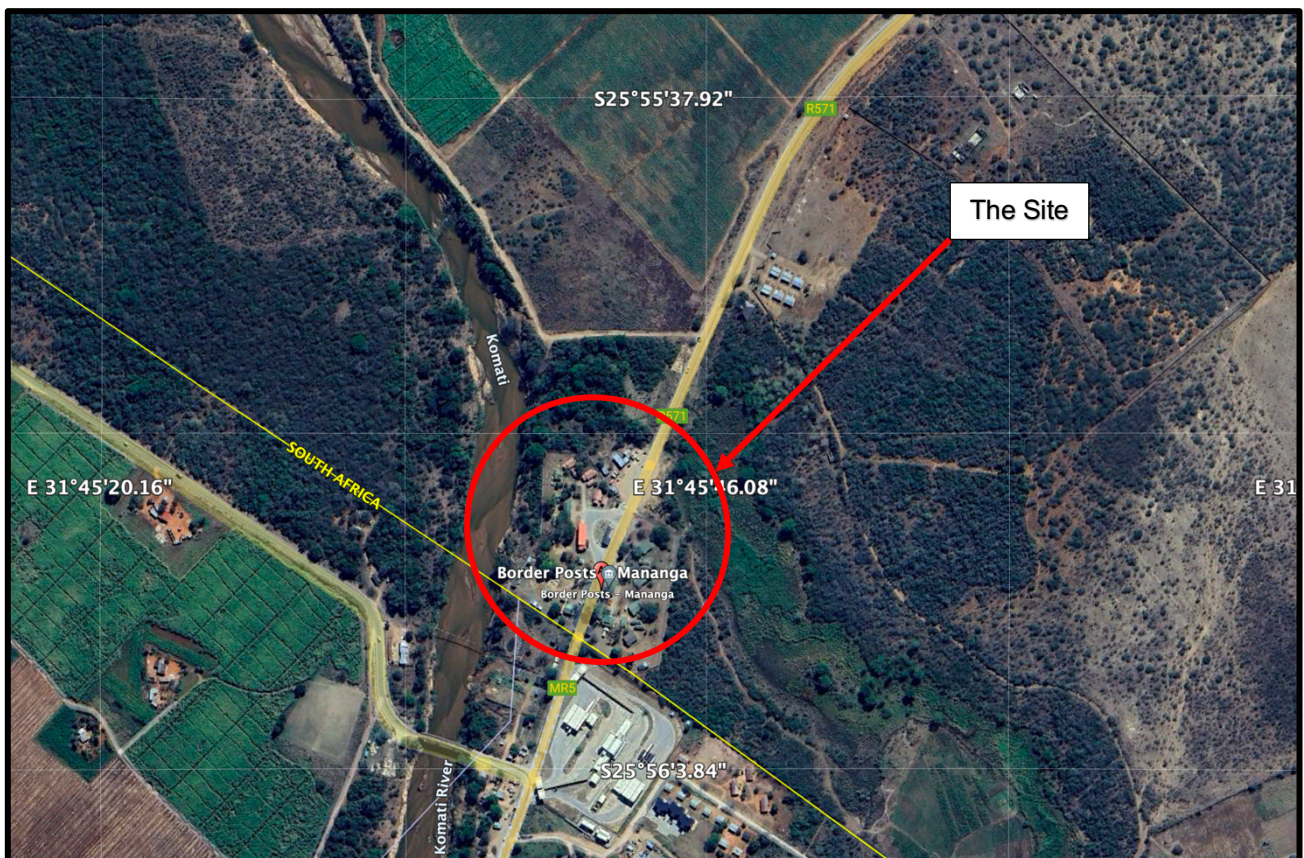
Project title:	MANANGA LAND PORT OF ENTRY: 36 MONTHS INFRASTRUCTURE MAINTENANCE AND REPAIRS OF BUILDINGS, CIVIL, MECHANICAL, ELECTRICAL AND INSTALLATIONS (APPOINTMENT OF A CONTRACTOR)			
Tender no:	H24/024AI	WCS no:		Reference no: H24/024AI

C4 Site Information

Locality

The site is located at Komatipoort.

Mananga Land Port of Entry is located 63km south of Komatipoort and 10 km west of Mbuzini. The site is on the border with Swaziland on the south, east of the Komati River. The average elevation is 260m above sea level. The site can be accessed via the R571 from Komatipoort (north-south link) on the South African side. The GPS location is 25.9331°S and 31.7613°E. The image below shows the site location.



The geological composition of the Komatipoort area plays a significant role in its geotechnical conditions. Factors such as rock types, sedimentary deposits, and geological structures (faults, folds, etc.) can affect soil stability, bearing capacity, and susceptibility to erosion or landslides.

This area is typically characterized by its geologic complexity, with a mix of rock types and geological structures contributing to its geotechnical conditions.

Rock Types:

The region may encompass various rock types, including sedimentary, igneous, and metamorphic rocks. Sedimentary rocks like sandstone, shale, and limestone are common and can have different properties affecting stability and erosion rates.

Geological Structures:

Komatipoort and its surroundings may exhibit geological structures such as faults, folds, and joints. These structures can influence the stability of the terrain, with faults potentially increasing the risk of seismic activity and landslides.

Sedimentary Deposits:

Sedimentary deposits, including alluvial deposits, may be present in the area. These deposits can affect soil characteristics, drainage patterns, and slope stability.

Weathering Processes:

Weathering processes, including erosion and weathering of rocks, contribute to the geotechnical conditions over time. Factors like rainfall intensity and temperature variations play a role in shaping the landscape and soil properties.

Human Activities:

Human activities such as mining, construction, and agriculture can also impact the geotechnical conditions of the area, altering natural landscapes and introducing potential hazards like soil erosion or land subsidence.