



public works & infrastructure

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

TENDER DOCUMENT FOR:

**THOHOYANDOU HIGH COURT: SITE CLEARANCE AND
INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR
CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY
CABLES AND PLUMBING SERVICES FOR TWO MOBILE
OFFICES, STORAGE CONTAINER AND MOBILE ABLUTION
FACILITIES.**

TENDER NO: PLK21/22

CLOSING DATE: 21 SEPTEMBER 2021

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.
Reference no:	6054/0001

Tender no:	PLK21/22		
Advertising date:	01/09/2021	Closing date:	21/09/2021
Closing time:	11H00	Validity period:	56 Calender days

It is estimated that tenderers should have a CIDB contractor grading designation of **3 CE** or **3 CE*** 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*

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

☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
☒	All parts of tender documents submitted must be fully completed and signed where required.
☒	Submission of (DPW-07 EC): Form of Offer and Acceptance.
☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
☒	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.
☒	Submission of (PA-29): Certificate of Independent Bid Determination.
☒	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.
☐	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. insert motivation why the site inspection meeting is declared compulsory
☒	Use of correction fluid is prohibited.
☒	Registration on National Treasury's Central Supplier Database (CSD).
☒	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
☐	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).

☒	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
☒	Submission of (DPW-09EC): Particulars of Tenderer's Projects.
☒	1. Contractor to provide proof of workforce to execute the project. Attach Certified Copies of Trade Test Certificate for Electrical and Plumbing, and also attach their certified copy of Identity Document.
☒	2. All bidders must submit required copies that are not older than 3 months from the date of the tender closure. 3. All cancellation must be initiated. 4. Contractor must submit a bank letter rating of C or higher, bank letter must not be older than 3 months and must be an original stamped letter or certified copy. Bank letter not older than 3 months from the tender closure.

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

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

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
---	--	--

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. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

Minimum functionality score to qualify for further evaluation:	N/A
Functionality criteria:	Weighting factor:



Total	100 Points

Collection of tender documents

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **78 Hans Van Rensburg**. A non-refundable bid deposit of R 100.00 is payable (cash only) on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will **not be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting are:

Venue: N/A

Date: N/A

Starting time: N/A

inquiries related to tender documents may be addressed to:

DPW Project Manager:	M.N Thema	Telephone no:	015 291 6347
Cell no:	082 719 1966	Fax no:	015 297 4411
E-mail:	marothi.thema@dpw.gov.za		

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.

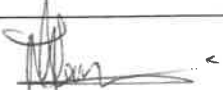
All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X9469 Polokwane 0699 Attention: Procurement section: Room First Floor Room No.10 Old Mutual Building	OR	Deposited in the tender box at: 78 Hans Van Rensburg Old Mutual Building Polokwane First Floor Room No.10
--	-----------	--

Compiled by:



Notice and Invitation to Tender: PA-04 (EC)

M-N THEMA		01/09/2021
Name of Project Manager	Signature	Date

DPW-03 (EC): TENDER DATA

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.
Reference no:	6054/0001

Tender no:	PLK21/22	Closing date:	21/09/2021
Closing time:	11H00	Validity period:	56 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) C2.2 - Bills of Quantities / Lump sum document (if a returnable document) T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (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 instructions (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:

C.1.4	The Employer's agent is:																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>N/A</td> </tr> <tr> <td>Capacity:</td> <td>Select</td> </tr> <tr> <td>Address:</td> <td>Insert address of agent</td> </tr> <tr> <td>Tel:</td> <td>Insert tel of agent</td> </tr> <tr> <td>Fax:</td> <td>Insert fax of agent</td> </tr> <tr> <td>E-mail:</td> <td>Insert e-mail address of agent</td> </tr> </table>	Name:	N/A	Capacity:	Select	Address:	Insert address of agent	Tel:	Insert tel of agent	Fax:	Insert fax of agent	E-mail:	Insert e-mail address of agent								
Name:	N/A																				
Capacity:	Select																				
Address:	Insert address of agent																				
Tel:	Insert tel of agent																				
Fax:	Insert fax of agent																				
E-mail:	Insert e-mail address of agent																				
C.2.1 C.3.11	A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION: 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): - 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 GB or GB** class of construction work; and - 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 Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the GB or GB** class of construction work; and - 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 GB or 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. - Applicable B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID: Note: Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Functionality Criteria</th> <th style="width: 30%;">Weighting Factor</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td>Total</td> <td>100 Points</td> </tr> </tbody> </table>	Functionality Criteria	Weighting Factor	N/A																Total	100 Points
Functionality Criteria	Weighting Factor																				
N/A																					
Total	100 Points																				



(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:	N/A
--	-----

(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

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 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 Project Manager, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

C.1. Technical risks:

C.1.1 Criterion 1: Quality of current and previous work

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional 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).

C.1.2 Criterion 2: Contractual commitment

Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:

- 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;
- the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
- general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

C.2 Commercial risks:

The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.

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

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 ☐ Within fourteen (14) calendar days of the date on which he has been 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: 78 Hans Van Rensburg Polokwane 0699, Old Mutual Build, First Floor Room10.
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
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.

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Tender / Quote no:	PLK21/22	Reference no:	6054/0001
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		
PA 36 & Annexures	7 pages	Yes

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 F.2.18 of the Standard Conditions of Tender]

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

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes

Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules <i>(if applicable)</i>	2 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) <i>(if applicable)</i>	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	6 Pages	☒ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	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.



List of Returnable Documents: PA-09 (EC)

e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Tender no:	PLK21/22	Reference no:	6054/0001

OFFER

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

THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of:
AND WHO IS:

*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"

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.
---	---

Tender no: PLK21/22

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) .. ☐

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

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
select

(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 ☐
select

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

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

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

*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

Fax No
Postal address
Banker Branch.....
Registration No of Tenderer at Department of Labour
CIDB Registration Number:

Tender no: *PLK21/22*

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 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

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

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

For Internal & External Use

Tender no:
Schedule of Deviations

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

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

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

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

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



PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<i>THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.</i>		
Bid no:	PLK21/22	Reference no:	6054/0001

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

--

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:



3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....

.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....

.....



3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? ☐ YES ☐ NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? ☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were	☐ Yes	☐ No
-----	---	------------------------------	-----------------------------



	informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
5.2	<i>If so, furnish particulars:</i>		
5.3	<i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i> To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	☐ Yes	☐ No
5.4	<i>If so, furnish particulars:</i>		
5.5	<i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i>	☐ Yes	☐ No
5.6	<i>If so, furnish particulars:</i>		
5.7	<i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i>	☐ Yes	☐ No
5.8	<i>If so, furnish particulars:</i>		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

15			
16			
17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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)



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

Postal Address:

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



Special Resolution of Consortia or Joint Ventures: PA-15.3
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)*



Special Resolution of Consortia or Joint Ventures: PA-15.3

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: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



Special Resolution of Consortia or Joint Ventures: PA-15.3

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

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must 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).

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

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20** system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	
1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	

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".



Preference Points Claim for Bids: PA-16

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

2. DEFINITIONS

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



Preference Points Claim for Bids: PA-16

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Preference Points Claim for Bids: PA-16

P_{min} = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

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

For Internal Use

Effective date April 2017

Page 4 of 6
Version: 1.3

Preference Points Claim for Bids: PA-16

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?
.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

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

WITNESSES:

1.

2.



SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Bid no:	PLK21/22	Reference no:	6054/0001

INTRODUCTION

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

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

Certification of Independent Bid Determination: PA-29

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No

Certification of Independent Bid Determination: PA-29

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



Project Title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.
Tender No.	PLK21/22

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

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". Page 1 of 4



Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified of this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
12mm diameter bars	100%
Electrical Cables	90%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.



4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content(x), as calculated in terms of SATS 1286:2011	R



Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Local Content Declaration - Summary Schedule

Tender No.

Tender description:

Designated product(s)

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

Specified local content %

Pula [

EU

GG

Note: VAT to be excluded from all calculations

[illegible]

Signature of tenderer from Annex B

Date: _____

[illegible]

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9,00

GBP R 12,00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Calculation of imported content			
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content			
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D32) Total Imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content			
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

(D45) Total Imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date: _____

Signature of tenderer from Annex B _____

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E9) Total local products (Goods, Services and Works)	R 0
---	-----

(E10)	Manpower costs (Tenderer's manpower cost)	R 0
-------	--	-----

(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
-------	---	-----

(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
-------	--------------------------------------	--	-----

(E13) Total local content	R 0
---------------------------	-----

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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 FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

THOHOYANDOU HIGH COURT:SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS:PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRIC SUPPLYCABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTSINER AND MOBILE ABLUTION FACILITY

[illegible]

THOHOYANDOU HIGH COURT:SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS:PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRIC SUPPLYCABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY

[illegible]

THOHOYANDOU HIGH COURT:SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS:PROVISION FOR CONCRETE SLABS,
CONNECTION OF ELECTRIC SUPPLYCABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND
MOBILE ABLUTION FACILITY

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD							
1.4.3.10	8.4.4		Company and head office overhead costs for duration of construction			SUM	
1.4.3.11	8.4.5		Other time related obligations			SUM	
1,5	8,5		PROVISIONAL SUMS FOR:				
1.5.1	8.5a		Work to be executed by Contractor and valued in terms of "valuations of variations" clause in the conditions of contract.			SUM	
1.5.2	8.5b.1		work to be executed by the employer or Nominated Sub-Contractor			SUM	
1.5.3	8.5b.2		Overheads, charges and profit on (a) above			SUM	
1.5.4	8.5b.3		Specified activities associated with or independent of (a) or (b) above			SUM	
1.6	8,6		PRIME COST ITEMS				
1.6.1	8.6a		Prime cost of goods of materials to be supplied to the site of Works in terms of the contract.			SUM	
1.6.2	8.6b		Overheads, charges and profit on (a) above			SUM	
1.6.3	8.6c	LI	Transport and labour to handle and install (a) above			SUM	
1.7	8,7		DAY WORK				
1.7.1	8,8		TEMPORARY WORKS				
1.7.1.1	8.8.1		Main access to road and works			SUM	
1.7.1.2	8.8.2	LI	Dealing with or accommodation of traffic			SUM	
1.7.1.3	8.8.3		Protection with structure until construction in vicinity is complete			SUM	
1,8	8.8.4		Existing services				
1.8.1	8.8.4a		Supply or high specialist equipment for detection of a particular service			SUM	
1.8.2	8.8.4b		The use of equipment referred to in (a) above			SUM	
1.8.3	8.8.4c	LI	Excavation by hand in soft material	m³			
1.8.4	8.8.4d		Temporary protection, as required in terms of the project specification			SUM	
1.9	8.8.5		Cost of survey in terms of Land Survey Act				
1.9.1	8.8.5a		Trigonometrical survey and plot boundary pegs - locate and record			SUM	
1.9.2	8.8.5b		Trigonometrical survey and plot boundary pegs - protect and re-establish			SUM	
1.9.3	8.8.6		Special water control in terms of Project Specifications			SUM	
CARRIED FORWARD							

THOHOYANDOU HIGH COURT:SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS:PROVISION FOR CONCRETE SLABS,
CONNECTION OF ELECTRIC SUPPLYCABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND
MOBILE ABLUTION FACILITY

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD							
1.10			Insurances				
1.10.1			Works Insurance			SUM	
1.10.2			Workmen's Compensation			SUM	
1.10.3			Third Party Insurance			SUM	
1.11			Workshop drawings				
1.11.1			Builders work drawings			SUM	
1.11.2			Allowance for drawings in electric format			SUM	
1.11.3			Operation and maintenance manuals			SUM	
1.11.4			One year written guarantee, maintenance for 12 months			SUM	
1.12			Health and Safety				
1.12.1			Safety, Health and Environmental Management			SUM	
1.12.2			Personal Protective Clothing			SUM	
1.12.3			Training of client's staff			SUM	
1.12.4			Painting and marking			SUM	
1.12.5			Removal of rubble and materials from site			SUM	
1.12.6			Clearing of site facilities upon completion			SUM	
1.13.5			Occupational Health and Safety Act			SUM	
1.14			IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)				
1.14.2			Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)			SUM	
CARRIED TO SUMMARY (PRELIMINARY AND GENERAL)							

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.1				R
	EARTHWORKS				
	SUPPLEMENTARY PREAMBLES				
	For preambles see "specification of materials to be used -PW37				
1,1	SITE CLEARANCE				
	Digging up and removing rubbish,debris,vegetation,hedges,shrubs, and trees not exceeding 200mm girth,bush, including rubble material from old steel construction work etc.				
1.1.1		m2	700		-
	EXCAVATION, FILLING, ETC				
1,2	Excavation in earth not exceeding 2m deep				
1.2.1	Trenches	m3	550		-
1,3	Extra over trench and hole excavations in earth for Excavation :				
1.3.1	Soft rock	m3	550		-
1.3.2	Hard rock	m3	550		-
1,4	Extra over all excavations for carting away:				
	Surplus material from excavations and/or stock piles on site to a dumping site to be allocated by Contractor				
1.4.1		m3	150		-
1,5	Risk of collapse of excavations				
	Site of trench and hole excavations not exceeding 1.5m deep				
1.5.1		m2	550		-
1,6	Keeping excavations free of water				
1.6.1	Keeping excavations free of water	Item	1		-
1,7	Earth filling obtained from excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density				
1.7.1	Under floors, steps, paving, etc	m3	700		-
1.7.1	Backfilling to trenches, holes, etc	m3	700		-
Total Carried Forward					R -

Total Brought Forward					R	-
1.8	Compaction of surfaces					
	Compaction of ground surfaces under floors etc. including scarifying for a depth of					
1.8.1	150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO	m2	550			-
1.8.2	Prescribed density test on filling					
	Modified AASHTO density tests	No	15			-
/						
Sub-total carried to Final Summary					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.2 CONCRETE, FORMWORK AND REINFORCEMENT SUPPLEMENTARY PREAMBLES For preambles see "specification of materials to be used -PW37				R
2,1	REINFORCED CONCRETE, ETC				
	25Mpa/19mm concrete				
2.1.1	Slabs	m3	120		-
	CONCRETE SUNDRIES				
	Finishing top surfaces of concrete smooth with wood float				
2,2	TEST CUBES				
	Allow for preparing a set of three test cubes each size 150 x 150 x 150mm, sending them to an approved testing laboratory for testing and paying all charges in connection therewith				
2.2.1		set	8		-
2,3	REINFORCEMENT (PROVISIONAL)				
	High tensile steel reinforcement to structural concrete				
2.3.1	12mm Diameter bars	m	400		-
	Finishing top surfaces of concrete smooth with steel trowel				
2.3.2	Surface beds, slabs, etc	m2	100		-
	FORMWORK				
2,4	Rough formwork to sides:				
2.4.1	Edges, risers, ends and reveals not exceeding 300mm high or wide	m2	100		-
2,5	EROSION PROTECTION AND DRAINAGE				
2.5.1	Supply and install bedim A2 for erosion protection	m2	180		-
2.5.2	Supply and place subsoil drain in backfill 75 Drainex wrapped in BIDM A2	m	180		-
Sub-total carried to Final Summary					R -

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.3 WATERPROOFING SUPPLEMENTARY PREAMBLES For preambles see "specification of materials to be used -PW37 DAMP - PROOFING OF WALLS AND FLOORS One layer of 250 micron waterproofing sheeting and sealed at overlaps with pressure sensitive tape				R
3,1	Under surface beds	m2	550		-
Sub-total carried to Final Summary				R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.4 PLUMBING AND DRAINAGE (PROVISIONAL) SUPPLEMENTARY PREAMBLES For preambles see "specification of materials to be used -PW37 PLUMBING AND DRAINAGE				R
4,1	WASTE, UNIONS, ETC				
4.1.1	40mm Waste Union	No	50		-
	TRAPS, ETC				
	Upvc				
4.2.1	32mm x 40mm Deep seal "P" or "S" trap	No	20		-
4.2.2	40mm x 40mm Combination for double bowl with deep - seal "P" or "S" trap	No	20		-
	SANITARY PLUMBING				
	Upvc pipes				
4.3.1	50mm pipes	m	20		-
4.3.2	110mm pipes	m	20		-
	Extra over Upvc pipes for fittings				
4.3.3	50mm bend	No	20		-
4.3.4	110mm Access bend	No	20		-
4.3.5	110mm Access bend	No	20		-
4.3.6	110 x 50mm Junction	No	20		-
4.3.7	110 x 50mm Access Junction	No	20		-
4.3.8	110mm Air vent cowl	No	20		-
Total Carried Forward				R	-

Total Brought Forward					R	-
	WATER SUPPLIES					
	Class 9 HDPE pipes					
4.9.1	22mm Pipes	m	100			-
4.9.2	15mm Pipes	m	100			-
	Extra over class 9 HDPE pipes for capillary					
4.9.3	22mm Fittings	No	50			-
4.9.4	15mm Fittings	No	50			-
	Class 2 copper pipes					
4.9.5	22mm Pipes	m	100			-
4.9.6	15mm Pipes	m	100			-
	Extra over class 2 copper pipes for capillary fittings					
4.9.7	22mm Fittings	No	10			-
4.9.8	15mm Fittings	No	10			-
Sub-total carried to Final Summary					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.5				R
	ELECTRICAL SUPPLY				
	Low Voltage PVC cables				
	Supply and installation of PVC SWA PVC cable and Bare Copper Earth in sleeves and in trenches				
5,1	16mm ² 5 core PVC SWA Cable	m	80		-
5,2	10mm BCEW	m	80		-
5,3	16mm 4 Core cable	No	80		-
5,4	10mm BCEW	No	80		-
5,5	16mm x 2 core armoured cable	m	400		-
5,6	Steel glands no 2 and shroud	No	3		-
5,7	Main isolation single phase circuit C/B 80 AMP (for kiosk)	No	3		-
5,8	Single phase earth leakage 63 AMP	No	3		-
5,9	Circuit breaker main 60 Amp	No	3		-
5.10	3 x 10 Amp circuit breaker	No	3		-
5.11	20 Amp x 3 circuit breaker	No	3		-
Sub-total carried to Final Summary					R -

FINAL SUMMARY		AMOUNT
1,1	Preliminary and General	
1,2	Bill No.1 Earthworks	-
1,3	Bill No.2 Concrete Formwork and Reinforcement	-
1,4	Bill No.3 Waterproofing	-
1,5	Bill No. 4 Plumbing and Drainage	-
1,6	Bill No.5 Electrical Supply	-
SUB-TOTAL R		
Add VAT @ 15% R		-
TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE R		-

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

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Tender / quotation no:	PLK21/22	Closing date:	21/09/2021
Advertising date:	01/09/2021	Validity period:	56 Calander 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 commence-ment 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 Subcontractor
DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Tender no:	PLK21/22	Reference no:	6054/0001

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-21 (EC): Record of addenda to tender documents

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

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Tender no:	PLK21/22	Reference no:	6054/0001

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.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DPW-21 (EC): Record of addenda to tender documents

Name of Tenderer	Signature	Date



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.</i>		
Tender no:	PLK21/22	Reference no:	6054/0001

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

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

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Tender no:	PLK21/22	Reference no:	6054/0001

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

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 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

DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2nd EDITION: 2010)

Project title:	THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.		
Tender no:	PLK21/22	Reference no:	6054/0001

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, 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.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion 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.
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: 3 Months measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break. <u>or, if Practical Completion in portions is required,</u> The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> : For portion 1 within For portion 2 within For portion 3 within For portion 4 within



	<i>(followed by further portions as required)</i> The time for achieving Practical Completion of the whole of the Works is: 3 Months, measured from the Commencement Date. The time thus stated includes special non-working days and the year-end break.
1.1.1.15	The name of the Employer is: The Government of the Republic of South Africa in its Department of Public Works.
1.1.1.16	The name of the Engineer is: N/A
1.1.1.26	The 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 Engineer 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.
1.2.1.2	Employer's address: Physical Address: 78 Hans Van Rensburg Polokwane insert code Postal Address: Private Bag X9469 Polokwane 0699 Facsimile: 015 297 4411 Telephone: 015 291 6347
	Engineer's address: Physical Address: N/A insert town insert code Postal Address: insert postal address insert town insert postal code Facsimile: insert fax no Telephone: insert tel no
1.3.4	Not applicable to this Contract.

1.3.5	Replace Clause 1.3.5 with the following provisions: (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, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its 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.
3.1.3	1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following: (a) Appointment of nominated Sub-contractors – clause 4.4.3; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (e) Suspension of the Works – clause 5.11.1; (f) Final Payment Certificate – clause 6.10.9; (g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.

	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 Engineer 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 Engineer timeous 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 Engineer's 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 Engineer 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 shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 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. 5. Insert the following under 3.1.3: 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 Engineer 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 Engineer, 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 Engineer and which has subsequently been rescinded.
3.2.2.1	Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows: Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.
3.2.3.2	Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
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,
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) <i>insert other requirements</i> <i>insert other requirements</i> <i>insert other requirements</i>
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.
5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <i>not be exclusive</i> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: .
5.8.1	The non-working days are: Saturdays and Sundays The special non-working days are: (1) Public Holidays; (2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.
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.
5.13.1	The penalty for failing to complete the Works is: R1300.00 including VAT. per day <u>or, if completion in portions is required,</u> The penalty for failing to complete portion 1 of the Works is: R0.00 per day. The penalty for failing to complete portion 2 of the Works is: R0.00 per day. The penalty for failing to complete portion 3 of the Works is: R0.00 per day. The penalty for failing to complete portion 4 of the Works is: R0.00 per day. <i>Followed by further portions as required.</i> The penalty for failing to complete the whole of the works is: R0.00 per day.
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 Engineer 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 Engineer 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 14 th day after the contractor requested the Certificate of Practical Completion.
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.
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 Engineer and/or the Employer.
5.16.3	The latent defect period for all works is: 5 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.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	Contract Price Adjustment (CPA) will be applicable: No. If CPA is indicated as 'Yes' above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule 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 insert name of urban area. (Select urban area from Statistical News Release, P0141, Table 7.1.) The applicable industry for the Producer Price Index for materials is insert name of industry. (Select the applicable industry from Statistical News Release, P01421, Table 11.) The area for the Producer Price Index for fuel is insert name of area. (Select the area from Statistical News Release, P01421, Table 12.) The base month is insert month 20insert year. (The month prior to the closing of the tender.)

6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
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.
6.10.5	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 Engineer 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 Engineer 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 Engineer 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.
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.
8.4.3	Insert a new Clause 8.4.3 as follows: The Contractor shall on receiving a written instruction from the Engineer 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.
8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil

8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read 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 fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.
8.6.1.5	1. Public liability insurance to be effect by the Contractor to a minimum value of: ☒ R5 million or ☐ R <i>insert amount in figures (and in words)</i> With a deductible not exceeding 5% of each and every claim. 2. Support insurance is to be effected by the Contractor to a minimum value of: R 2 000 000.00 With a deductible not exceeding 5% of each and every claim.
8.6.5	Amend Clause 8.6.5 as follows: Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.
8.6.7	Amend Clause 8.6.7 as follows: 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	Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas". 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 Engineer, 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 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.
9.1.4	Amend Clause 9.1.4 as follows: 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 to 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;
9.1.5	Amend Clause 9.1.5 as follows: 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:
9.1.6	This Clause is not applicable to this Contract.
9.2.1.3.8	Insert a new Clause 9.2.1.3.8 as follows: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,
9.2.4	Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer: The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of: 9.2.4.1 An amount not exceeding 10% of the Contract Sum; 9.2.4.2 10% of the value of incomplete work; or 9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.

9.3.2.2	Amend Clause 9.3.2.2 as follows to delete the proviso on lien: The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.
9.3.3	Insert 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.
10.1.3.1	Amend Clause 10.1.3.1 as follows to insert the word "Plant": 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 Engineer, records in a form approved by the Engineer, 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, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.6	Insert a new Clause 10.1.6 as follows: 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.
10.2.1	Amend Clause 10.2.1 as follows: 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 Engineer. This written claim shall be supported by particulars and substantiated.
10.2.2	Amend Clause 10.2.2 as follows: 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.
10.3.2	Amend Clause 10.3.2 as follows to replace "adjudication" with "court": If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.
10.3.3	Replace "Engineer" with "Employer".
10.4.2	Amend Clause 10.4.2 as follows to provide for submission to court: 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, either party may submit the dispute to court.
10.4.4	Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows: 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 10.6 & 10.7	The entire provisions of these Clauses are not applicable to this Contract.
10.10.3	Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator": The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.

	PART 2: DATA PROVIDED BY THE CONTRACTOR																				
1.1.1.9	The name of the Contractor is:																				
1.2.1.2	The address of the Contractor is: Physical Address: Postal Address: Facsimile: Telephone:																				
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="0"> <tr> <td>(a) Cash deposit of 10 % of the Contact Sum (excl. VAT)</td> <td>☐ YES</td> <td>or</td> <td>☐ NO</td> </tr> <tr> <td>(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT)</td> <td>☐ YES</td> <td>or</td> <td>☐ NO</td> </tr> <tr> <td>(c) Retention of 10 % of the value of the Works (excl. VAT)</td> <td>☐ YES</td> <td>or</td> <td>☐ NO</td> </tr> <tr> <td>(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)</td> <td>☐ YES</td> <td>or</td> <td>☐ NO</td> </tr> <tr> <td>(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)</td> <td>☐ YES</td> <td>or</td> <td>☐ NO</td> </tr> </table> NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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.	(a) Cash deposit of 10 % of the Contact Sum (excl. VAT)	☐ YES	or	☐ NO	(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT)	☐ YES	or	☐ NO	(c) Retention of 10 % of the value of the Works (excl. VAT)	☐ YES	or	☐ NO	(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)	☐ YES	or	☐ NO	(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)	☐ YES	or	☐ NO
(a) Cash deposit of 10 % of the Contact Sum (excl. VAT)	☐ YES	or	☐ NO																		
(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT)	☐ YES	or	☐ NO																		
(c) Retention of 10 % of the value of the Works (excl. VAT)	☐ YES	or	☐ NO																		
(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)	☐ YES	or	☐ NO																		
(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT)	☐ YES	or	☐ NO																		

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE - (GCC (2010) 2nd EDITION: 2010)

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

To: **M.N Thema**
 Private Bag **X9469**
Polokwane
0699

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2ND EDITION 2010

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 (hereinafter referred to as the "**employer**"), Contract/Tender No: **insert Contract / Tender No**, for the **insert description of Works** (hereinafter referred to as the "**contract**"), for the sum of R **insert amount**, (**insert amount in words**), (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 **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. 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
 - (b) the **contractor's** estate is sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. 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.
4. 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**.
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: _____

**PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)**

Project title:	<i>THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.</i>		
Tender no:	PLK21/22	Reference no:	6054/0001

C3. Scope of Works**CONTENTS****C3.1 STANDARD SPECIFICATIONS****C3.2 PROJECT SPECIFICATIONS****A: GENERAL**

- PS-1 PROJECT DESCRIPTION
- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
- PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

N/A

C3.3 PARTICULAR SPECIFICATIONS

N/A



Tender no: *PLK21/22*

C3.1 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:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)

Tender no: *PLK21/22*

C3.2 PROJECT SPECIFICATIONS:

Status

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

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized 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.

A GENERAL

PS-1 PROJECT DESCRIPTION:

THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.



Tender no: **PLK21/22**

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS:

**THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE
UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY
CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER
AND MOBILE ABLUTION FACILITY.**



Tender no: *PLK21/22*

C3.3 PARTICULAR SPECIFICATIONS:

N/A



DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE – (GCC (2010) 2nd EDITION: 2010)

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

To: **M.N Thema**
Private Bag **x9469**
Polokwane
0699

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2nd EDITION 2010

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 (hereinafter referred to as the “**employer**”), Contract/Tender No: **PLK21/22**, for the **THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.** (hereinafter referred to as the “**contract**”) for the sum of R _____, (*insert amount in words*), (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 *insert amount*, (*insert amount in words*) 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
 - (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 _____ 200__

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: _____

PG-02.1 (EC) PRICING INSTRUCTIONS – (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.</i>		
Tender no:	<i>PLK21/22</i>	Reference no:	<i>6054/0001</i>

C2.1 Pricing Instructions

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 Standard, Project and Particular Specifications) and the Drawings.

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.

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 Standard, Project and Particular 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.

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 6.6 of the General Conditions of Contract 2010. 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.

5. PRICING OF THE BILL OF QUANTITIES

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 costs 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.

Tender no: *PLK21/22*

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 Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

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) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) 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.

All rates and amounts quoted in the Bill of Quantities 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 Tenderer 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.

6. 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 initialed by the Tenderer.

7. 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.



Tender no: *PLK21/22*

8. 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



Tender no: *PLK21/22*

C2.1 Bill of Quantities

Insert Bill of Quantities



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

National Department of Public Works

(Principal Client)

Health and Safety Site Specific Specification

Submitted to:

Contractor: _____

FOR

Site: Thohoyandou

Reference nr: 6054/0001

OFFICE OF THE REGIONAL MANAGER

DEPARTMENT OF PUBLIC WORKS

Private Bag X9469

POLOKWANE

0700

Date: 01 September 2021

Covid19 regulations and protocols form part of Health and Safety and must be incorporated and must be priced to ensure all legislation are adhere to. The average price for H&S& Covid is plus minus 5% of contract value. The OHS must be priced in the BOQ a requirement.

Scope of work:

**The SANS 10400 –S :2011 must be used to construct the Disability Facility
INDEX:**

1. This specification document (Construction regulation 2014, (7)(c)(1))
2. The Safety File
3. The Safety File Index
4. Incident / Accident reports / Wcl 2
5. Safety Committee and Minutes
6. Monthly Safety Audit Reports (CR 2014 7(1)(c)(vii))
7. Letter of good standing (CR 2014 7(1)(c)(iv))
8. Health and Safety Organogram
9. contractor A's appointment letter as a Contractor
10. Legal Appointments
11. Operators Appointments (CR 2014 23(d)(i)(ii))
12. List of Plant on Site
13. List of Contractors on Site
14. Mandatory Agreement with contractor
15. Contractors Mandatory Agreements
16. Contractors Specification Documents (CR 2014 7(c)(i))
17. Contractors Appointment Letters (CR 2014 7(c)(v))
18. Contractors Safety Plans (CR 2014 7(c)(vi))
19. Contractors "Letter of Good Standing." (CR 2014 7(c)(iv))
20. Plant Hire and Labour only Contractor's Mandatory Agreements
21. contractor A's Safety Plan (CR 2014 7(2)(a))
22. contractor A's Health & Safety Policy Document
23. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))
24. Incident/Accident Reporting Policy/Procedure
25. Health and Safety Specification Document (This document)(CR 2014 ((7)(c)(i))
26. Fall Protection Plan (CR 2014 10(1))
27. Site Emergency Plan
28. Site Rules
29. Risk Assessments
30. Public Safety
31. Safety Awareness Program
32. Toolbox Talks
33. REGISTERS
34. Induction Training Register (CR 2014 (7)(5))

36. Safety Harness Register
37. Hazardous Chemical Substance Register (CR 2014 (25))
38. Ladder Register
39. First Aid Register
40. Lifting Equipment Register
41. Electrical Equipment Register
42. Fire Equipment Register
43. Scaffold Register
44. Form & Support Work Register (CR 2014 12)
45. Explosive Actuated Fastening Devices Register (CR 2014 (21)(2)(g)(i))
46. CHECKLISTS
48. Electrical safety (CR 2014 (24))
49. Competency certificates (CR 2014 (1)(a))
50. Medical Certificates (CR 2014 7(1)(g))
51. Regulations applicable (CR 2014 7(3))
52. Covid 19 specification

Before you will be allowed to perform work on site you must adhere to all of the following as contemplated in the Occupational Health and Safety Act, Act no 85 of 1993, the Construction Regulation 2014 and this document: (and must have an approved H&S plan in place)

1. This specification document (Construction regulation 2014, (7) (c) (1))

You are required to compile your safety file the way we require in this document. You will not be allowed to start working on site unless your safety file has been approved. Submit the file well in advance to enable our safety Department to audit and approve it, and if there are any discrepancies you will have ample time to rectify and re-submit.

This document requirement is that of what is written in the OHS Act. It also contains guidelines from Departmental Enquiries, court cases and own Experience. The ultimate goal of this document is to direct you to be legal and thereby keep us, contractor, the Principle Contractor, and the Client, legal and free from prosecution.

This document serves as our minimum requirements. We don't go overboard with safety. Nevertheless, this

document is the law on site. Don't do less than what is described in this document. Don't fall victim to the new stupidity of propagating that, "if it is not specified in this document then we won't do it," or, "it is not explicitly mentioned in the OHS Act and therefore we will not do it."

2. The Safety File

1. Use a lever arch file to contain all the documents
2. Divide the documents with dividers of the plastic type, numbered 1 to 31. Use another set of dividers behind the first, if the one set is not sufficient.
3. Clearly identify the file with the words "Safety File" and the Company name printed on the side with letters big enough to read from a distance for anyone on site to recognise it as the safety file.
4. Always have the safety file available in the site office. It will be handed to the Client at site handover. It may never leave the site.
5. All forms must be completely filled in and fully signed by all parties.
6. It must be clearly understood that all documents in the safety files are legal documents and must be treated as such. If corrections are made on any of the documents it must be initialled by all parties involved. No tipex are allowed.
7. All documents that are copies of the originals must be certified as a true and correct copy of the original.

3. The Safety file index

1. Laminate the file index to prevent it from tearing and it will last longer. Paste it in front of the file.
The following is a sample of such an index. There may be items that you want to add or change to fit your style. You may do so.
2. Please note that we need you to keep all documents separate with dividers. It makes it easier to find during an audit and your day to day activities.
3. Also note that one person can be appointed for more than one designation. The site number, printed in red

on the cover page, must be prominently printed on all your documents.

INDEX:

1. Incident / Accident reports / Wcl 2 forms / Annexure ones
2. Safety Committee Meeting Minutes (Supplied by contractor)
3. Monthly Safety Audit Reports (We will audit you monthly) (CR 2014 (7) (c) (vii))
4. Letter of Good Standing (CR 2014 (7) (c) (iv))
5. Health and Safety Organogram
6. Contractor A's appointment letter as a Contractor (CR 2014 (7) (c) (v))
7. Legal Appointments With proof of Competency & Medicals
8. CEO Delegation of Duties (16.2)
9. Construction Manager (CR 2014 (8) (1))
10. Assistant Construction Manager (CR 2014 (8) (2))
11. Construction Safety Officer (CR 2014 (8) (5) (6))
12. Construction Supervisor (CR 2014 (8) (7))
13. Assistant Construction Supervisor (CR 2014 (8) (8))
14. Risk Assessors (CR 2014 (9) (1))
15. Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
16. Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
17. Excavation Supervisor (CR 2014 (13) (1) (a))
18. Scaffold Supervisor (CR 2014 (16) (1))
19. Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5))
20. Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1))
21. Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1))
22. Fire Equipment Inspector (CR 2014 (29) (h))
23. Fall Protection Planner (CR 2014 (10) (1) (a))

24. Safety Representatives (OHS Act (17))
25. List of Plant on site
26. Blank Appointments
27. Accident Register
28. Principle Contractor Mandatory Agreement
29. Plant Hire & Labour Only Mandatory Agreements
30. Fall Protection Plan (CR 2014 (10) (1))
31. Principle Contractor Safety Specifications (CR 2014 (7) (c) (1))
32. Safety Plan (CR 2014 (7) (c) (x))
33. SHEQ Policy
34. Risk Assessment Plan
35. Contractor Accident Reporting Procedure
36. Contractor Incident Reporting & Investigation Policy

For your documents that you are using daily, we suggest you open a separate file. The following is a sample of such a file index. There may be items that you want to add or change to fit your style. You may do so. Please again note that we are keeping all documents separate with dividers.

INDEX:

1. Registers:

- Toolbox Talks
- PPE Issue Register
- Hazardous Chemical Substance Register
- Safety Harness Register
- First Aid Register
- Incident/Accident Register

- Lifting Equipment Register
- Earth Leakage Testing Register
- Electrical Equipment Register
- Fire Equipment Register
- Scaffold Register
- Form & Support Work Register
- Explosive Powered Tool Register

2. Checklists:

- Electrical Extension Cords Checklist
- Safety Harnesses Checklist
- First Aid Boxes Checklist
- Lifting Equipment Checklists
- Fire Equipment Checklist
 - Formwork

3. Temporary, Electrical, and DB Box Checklist:

- Electric Drills Checklist
- Angle Grinder Checklist
- Skill Saw Checklist
- Ladder Checklist
- Scaffold Checklist
- Link stick
- Jump suite
- Gloves
- Fire Extinguisher Checklist
- formwork

4. Excavation Checklist:

- Form and Support Work Checklist
- Gas Welding & Cutting Checklist

- Hand tools Checklist

It must be clearly noted that we do not accept registers that are also a checklist. We herewith clearly state that the registers and checklists are separate forms and must be utilised as such.

4. Incident / Accident reports / Wcl 2

All incidents and accidents where someone was hurt, there was damage or illness, must be reported to our Safety officer
Do not hide any accidents from us. We need to know about any incidents in order for us to assist you in preventing a similar incident. We have no blame but retrain policy. You are to familiarise yourself with our incident/accident reporting procedures.

5. Safety Committee and Minutes

We have established a Health and Safety Committee. You must nominate one person from your management and one person from your Safety Reps to serve on our safety committee. Whether you qualify to have a Safety Rep or not. We will supply the appointment letters and appoint them on the safety committee. Every Contractor must be represented on our safety Committee and be involved in safety on site. The safety meeting will be held monthly. Minutes will be kept and distributed to you for filing in your safety file. The Client, NDPW representative will sit in on some of the meetings as an observer.

6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))

We will do a full health and safety audit on your safety file and your activities every month. The results and the report must be filed by you in the safety file. Discrepancies must be actioned within a week and signed off on the audit report. You must also do monthly safety audits on yourself. The reports must be filed in your safety file.

7. Letter of good standing (CR 7(1) (c) (iv)) 2014

You are to ensure that a letter of good standing with the Workman's Compensation Commissioner is current and kept in your file as proof that you are registered and in good standing with the compensation fund, or with a licensed compensation insurer prior to work commencing on site. (At least two weeks before arriving on site). If your letter has expired, your workers on site are not insured and work will be stopped until such time as you are in good standing with the Workman's Compensation Commissioner

again. Contractor will not take responsibility on our Workman's Compensation insurance for your workforce.

8. Health and Safety Organogram

You must have a health and safety organogram in your safety file. It must always be kept up to date and current.

9. Contractor A's appointment letter as a Contractor

It is your duty to ensure that your appointment letter as a Contractor is in the safety file.

10. Legal Appointments

All your appointment letters must be properly signed by all parties involved. It must also be completely filled in with no blank spaces. The name of the appointment must be clearly written on the appointment. Proof of competency (Construction Regulation 2014 (1) (a)) must be attached to the back of the appointment letter. Proof of competency may be proven with degrees, diploma's, certificates and/or a short abbreviated CV as per the following example. A medical certificate (Construction Regulation 2014 (7) (8)) must be attached behind the proof of competencies. We do not accept appointment letters that has two designations on it. Each designation must have its own appointment letter.

Sample abbreviated CV:

Project name	year	period	Contract amount	Your position

The following appointments must be made by you. Remember that in most cases one person can be appointed for more than one appointment:

- * CEO Delegation of Duties (16.2)
- * Construction Manager (CR 2014 (8) (1))
- * Assistant Construction Manager (CR 2014 (8) (2))
- * Construction Safety Officer (CR 2014 (8) (5) (6))

- * Construction Supervisor (CR 2014 (8) (7))
- * Assistant Construction Supervisor (CR 2014 (8) (8))
- * Risk Assessors (CR 2014 (9) (1))
- * Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- * Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- * Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5))

If you are going to erect your own scaffolding, you need to have a scaffold Inspector and the following three scaffold appointments.

- * Scaffold Supervisor (CR 2014 (16) (1))
- * Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1))
- * Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1))
- * Temporary Electrical Installation Controller (CR 2014 (24) (c))
- * Fire Equipment Inspector (CR 2014 (29) (h))
- * Fall Protection Planner (CR 2014 (10) (1) (a))
- * Safety Representatives (OHS Act (17))
- * First Aiders

11. Operators Appointments (CR 2014 23(d) (i (ii))

All operators must be appointed with a letter of appointment. The letter of appointment is actually a letter to authorise that person to operate the plant, equipment or tool.

- * The letter must be properly signed by all parties involved. The name of the appointment must be clearly noted on the appointment.
- * The operator must have a competency certificate from, or sent for training at, an accredited training provider.
- * The certificate of competency must be attached to the back of the appointment letter.
- * The operator must be in possession of a valid medical certificate declaring the operator medically fit to operate the plant,

equipment or electric tool, as per the Construction Regulations 2014 (7) (8) & Annexure 3.

* If an operator has no competency certificate, they won't be allowed to operate the plant. If an operator has no medical certificate, they won't be allowed to operate the plant.

* Copies of original documents must be certified as being a true and correct copy of the original document.

12. List of Plant on Site

You must paste a list of all plant on site in the safety file. It must always be kept up to date and current.

13. List of Contractors on Site

If you have contractors, you must paste a list of all Contractors on site in the safety file. It must always be kept up to date and current.

14. Mandatory Agreement with contractor

We will see to it that a mandatory agreement is signed and entered into with contractor and contractor A. This agreement must be properly signed and all pages must be initialled by all parties. It refers to Section 37 1 and 2

15. Contractors Mandatory Agreements

It is contractor A's duty to see to it that a mandatory agreement is signed and entered into between contractor A and all their contractors on site before they come onto site. These agreements must be properly signed and all pages must be initialled by all parties. These mandatory agreements must be done in duplicate. One properly signed copy must be filed in your safety file. The other copy must be filed in the Contractors safety file. You must come to an agreement regarding the Safety Rep and the first aid arrangements with the Contractors. These arrangements must be written in the mandatory agreement. These arrangements are as follow; they must have at least one trained Safety Rep and at least one trained First Aider, whether they qualify to have one or not.

16. Contractors Specification Documents (CR 2014 7(c) (i))

Each one of your Contractors must be issued with a health and safety specification document written by contractor A.

Remember you must issue a site specific, and a job specific health and safety specification document. We don't want to see generic specification documents. We also don't want to see this document passed onto your Contractors as your specification document to them. Write your own. Contractors must sign for their specification documents.

17. Contractors Appointment Letters (CR 2014 7(c) (v))

Each one of your Contractors must be appointed in writing as a Contractor. The original letter where contractor A informed the Contractor of the allocation of the tender to them would suffice. These documents must be filed in your safety file. Copies of these documents must also be filed in the Contractors safety files by the Contractors.

18. Contractors Safety Plans (CR 2014 7(c) (vi))

All your Contractor's safety plans must be scrutinised by you and if in line with this document, the OHS Act and the Construction Regulation 2014, it must be approved by you in writing. The approval letters must be filed in the Contractors safety file and copies thereof in yours.

19. Contractors "Letter of Good Standing." (CR 2014 7(c) (iv))

None of your Contractors may be allowed to perform any work unless they submit a valid "Letter of Good Standing" as proof that they are in good standing with the Workman's Compensation Commissioner. These letters must be filed in the Contractor's safety files and the validation dates closely monitored.

20. Plant Hire and Labour only Contractor's Mandatory Agreements

This is a very controversial subject. Are they contractors or not? This is how we want you to handle the situation. If you hire a TLB from a person or a few tippers from another, and you want to treat them as a plant hire company and not a Contractor, then we require you to enter into a mandatory agreement with them. In the agreement you must clearly state that the operators are under your full management and control. You must also clearly state that contractor A takes full responsibility for the operators under their Workman's Compensation insurance. Labour Only's must be treated in the same manner. It is clearly stated that all plant hire companies cannot be treated this way just to avoid them having a safety file. We're talking one or two plant being hired. All the pages of the mandatory agreements must be initialled by all parties. It must also be properly signed by all parties.

21. Contractor A's Safety Plan (CR 2014 7(2) (a))

In answer to this safety specification document, contractor A must submit a safety plan on exactly how you plan to implement and manage health and safety on the site. The safety plan must address and reference to all items mentioned in this safety

specification document. The safety plan will be scrutinised by contractor and after we familiarised ourselves with the content, and only after we are satisfied that will be compliant to the OHS Act, the Construction Regulation 2014 and this specification document, will we issue an approval letter for your submitted safety plan. The approval letter must be filed with your safety plan in your safety file. Please be advised that your safety plan must be signed by contractor A's Chief Executive Officer.

WARNING:

- 1 Do not submit a generic safety plan. It must be special ally design for your project
- 2 Do not submit a safety plan that says some items in your plan may not be applicable to the site. that makes it generic. Make it site and job specific. We don't want to pick which items are applicable.
- 3 If your safety plan is approved, you are obliged to implement everything mentioned in your safety plan.
- 4 Construction Regulation 2014 (7) (1) (c) (vi)) explicitly says that we must take steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site.

22. Contractor A's Health & Safety Policy Document

You must paste your health and safety policy document in the safety file.

23. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))

You must file your signed site specific risk assessments plan/policy/procedure in the safety file. The plan/policy/procedure must be communicated to all persons on site and record there-of must be kept.

Your assessment must be more or less have the basic matrix as shown below see tables

BASELINE RISK MATRIX			HAZARD EFFECT / CONSEQUENCE		
Loss type	1 Insignificant	2 minor	3 moderate	4 major	5 catastrophic
Time line	No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	may result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget	No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment return NPV loss	Less than R5m	R5m to less than R50m	R50M to less than R500m	R500m to R5b	R5b or more
Quality	No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that requires immediate management action	Significant quality issues that requires senior project management interaction	Significant quality issues that requires sponsorship intervention with significant resource and cost implications for rework
Safety / health	First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal
environment	Minimal environmental harm – L1 incident	Material environmental harm – L2 incident remediable short term	Serious environmental harm – L2 incident remediable within LOM	Major environmental harm – L2 incident remediable post LOM	Extreme environmental harm – L3 incident irreversible
Legal & regulatory	No legal impact	Minor legal concerns with minor impact	Some legal concerns with manageable level of impact	Serious legal concerns and significant impact on operations	Legal non-compliance with risk of shutdown of operations with significant cost impacts
Reputation /social / community	Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	considerable impact - regional public concern	National impact - national public concern	International impact - international public attention

LIKELIHOOD		RISK RATING				
5 Almost Certain	The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring	11 Medium	16 Significant	20 Significant	23 High	25 High
4 Likely	The unwanted event has a probability of between 60% and less than 90% of occurring	7 Medium	12 Medium	17 Significant	21 High	24 High
3 Possible	The unwanted event has a probability of between 30% and less than 60% of occurring	4 Low	8 Medium	13 Significant	18 Significant	22 High
2 Unlikely	The unwanted event has a probability of between 1% and less than 30% of occurring	2 Low	5 Low	9 Medium	14 Significant	19 Significant
1 Rare	The unwanted event has never occurred, has a probability of less than 1% of occurring	1 Low	3 Low	6 Medium	10 Medium	15 Significant

NO	HAZARD ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RISK REVIEW	HOW IS HAZARD TO BE DEALT WITH	BY WHOM	BY WHEN?
1.	SITE ESTABLISHMENT						
1.1	incompetent persons - incorrect stacking - procedures during site establishment	Injuries during off loading • Cuts and burns • Rushed activities • Incorrect supervision • Trip and fall • Cuts • Collapsing of stacks	• Hand and back injuries • Dropping of equipment • Physical injuries • Lost Time injuries • Medical treatment cases • Potentially fatal accidents • Loss of limbs	6	• The contractor must declare all employees competent in writing • Contractor OHS file must be approved prior to site establishment begins • Site specific safe work procedures must be followed • Site induction must be given to all employees to make them aware of the specific hazards • Employees must be issued with correct PPE before work begin • All workers on site must be declared medically fit by a medical practitioner	Construction supervisor - Contractor Safety Officer - CHSA (Construction Health & Safety Agent) - Construction Manager - Construction supervisor	During site establishment
1.2	OFFLOADING HEAVY EQUIPMENT AND CONTAINERS P/C SITE ESTABLISHMENT	• Defective mobile crane can cause accidents • Adverse weather conditions • Untrained personnel/ Operators • Unsafe hooking methods • unstable load	• Serious injury and fatalities • Damage to property and equipment • Potential hand & foot injuries • Standing time	19	• Material to be stacked on firm and level ground. • Stacking to be supervised by a competent supervisor. • Adequate storage area to be provided • All unstable stacks to be dismantle and stacked over • Load test certificate will be submitted to the client. • Rope certificates must be submitted to the client. • Safe load indicator must be in good working order. • Over wind device must be in place and in working order. • Daily checks as per checklist by operator. • Checklist signed by supervisor and filed by safety officer.	- Construction Supervisor - CHSO - Construction Manager	During site establishment

LIST OF COMMON RISKS ON THIS PROJECT SUBJECTED TO CHANGE: These risks must be tableted; see above tables for reference and then put the risk and then the remedial action for the following list of risks

You may add to the list of risks in your risks analyses

- Concrete works
- Formwork
- Reinforcement
- Dust and noise pollution
- Debris removal
- Handling of materials

- Temporary supports to openings through existing walls
- Electrical strip and making safe work and all other electrical works
- Demolitions
- Breaking up and removal mass concrete aprons and ramp
- Removal of floor and wall tiles ,floor covering
- Ironmongery removal of locks handles
- Removal of glass and related glazing work including a safety glass installation
- Removal of all water pipes and reinstall copper pipes
- Laying and backfilling of pipes and electrical supply cables
- Plumbing and drainage
- Paintwork including sanding and cleaning
- Tree removal
- Excavating
- Soil poisoning
- Form work ,scaffolding ,rigging
- Gas reticulation and appliance installations
- General

24. Incident/Accident Reporting Policy/Procedure

You must paste our incident/accident reporting policy/procedure document in your safety file.

25. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (i))

This specification document must be signed by your CEO and filed in your safety file.

26. Fall Protection Plan (CR 2014 10(1))

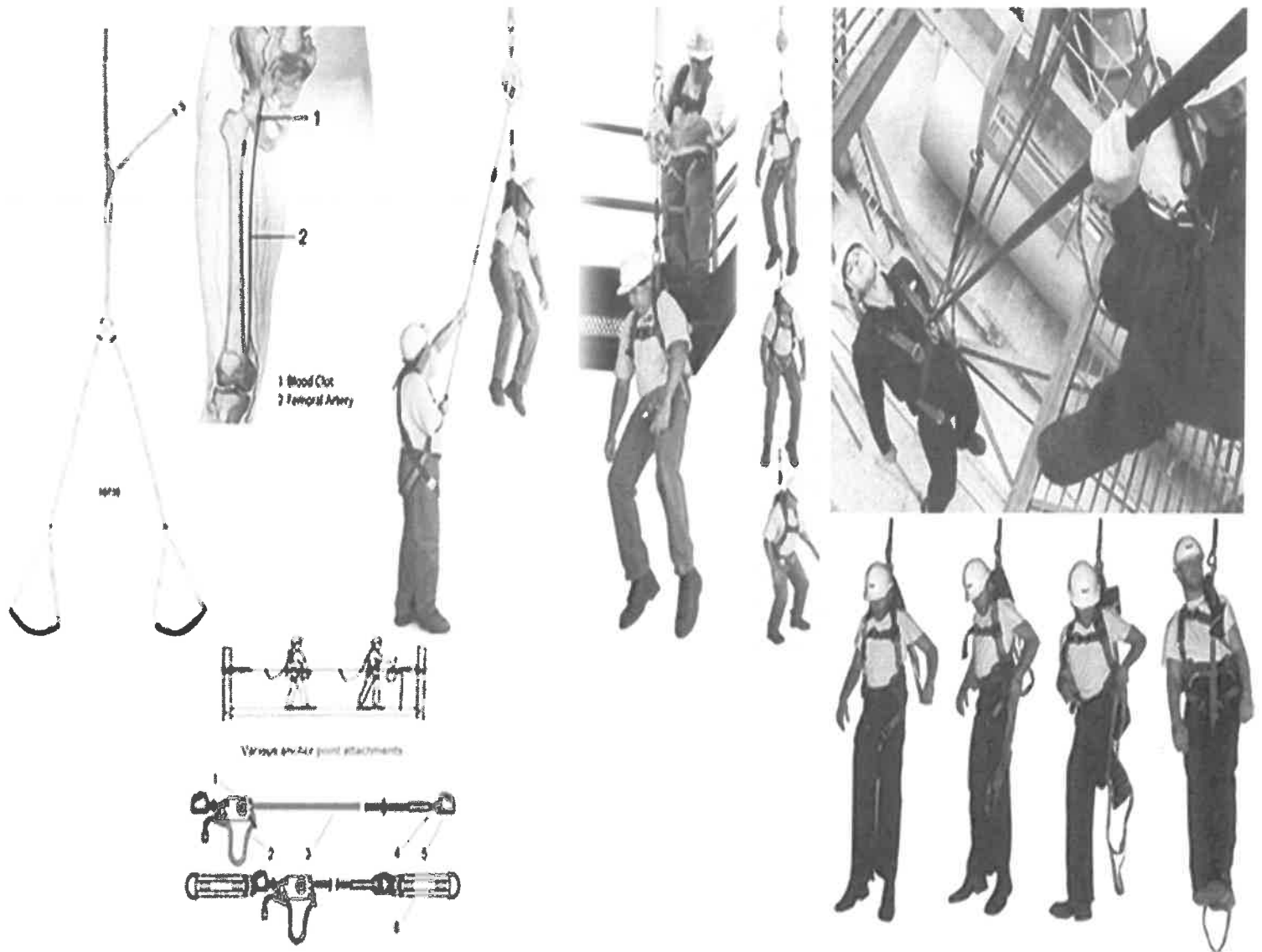
You must have a fall protection plan in your safety file. The plan must be developed by your appointed Fall Protection Planner.

Your fall protection plan must be site specific and practically viable and must cover this sites anticipated fall hazards for your

Work area. Do not submit a generic fall protection plan, we know them all. All persons in your employment on site must be trained in fall protection plan.

The attendance register for the training must be attached to the fall protection plan. The plan must also contain a rescue plan for workers hanging from a height in a harness. You only have five minutes to rescue the person hanging from a harness. Your plan should include a practical rescue plan and equipment. Persons executing the rescue plan must be

Trained in the plan. Your site management must endorse (sign) the plan.



27. Site Emergency Plan

You must familiarise yourself with the site emergency plan developed by contractor. All your employees on site

Must be trained on the site emergency plan. The attendance registers for the training in the site emergency plan

Must be signed and filed in your safety file. The emergency plan is pasted on the notice board on site.

Emergency numbers is also prominently displayed on the notice board.

28. Site Rules

Our site rules, applicable to this site, are pasted on the notice board for everyone to have access to it. All your

Employees on site must be trained in our site rules. The attendance registers for the training in the site rules

Must be signed and filed in your safety file.

29. Risk Assessments

All your tasks performed on site must be backed by a risk assessment which determined the risks, the hazards

And determines the best preventative measures to minimize the risks and hazards. All the risk assessments must have:

- 1 The site name on the risk assessment.
- 2 The date on the risk assessment.
- 3 The person/s name/s that did the risk assessment and their signatures.
- 4 Managements signature - as proof of their endorsement and knowledge of the assessment.
- 5 An attendance register as proof that your employees were trained in the risk assessment.

30. Public Safety

The site is securely barricaded to keep members of the public from entering the site. The entrance to the site

Has access control. Make sure your visitors to the site signs the visitor's book and follow signage directing all

Visitors to the site office.

31. Safety Awareness Program

Poster is displayed in conspicuous places on site depicting various safety tips. Make your employees aware of

Them

32. Toolbox Talks

You will do a safety talk with your employees once per week and it must be recorded as proof that you have Done so. The Toolbox talk attendance register must be filed in the safety file. Each person on site must attend a toolbox talk at least once per week. You must force the contractors to also do toolbox talks once per week and they must also keep record thereof. Topics must be meaningful, not just, e.g. "PPE" or "Safety." It must be Specific and really meaningful. Toolbox talks must be signed by the facilitator and signed off by management.

33. REGISTERS

Do not use checklists as registers. You must have a separate document that serves as a checklist and a separate Document as a register. A register is not a checklist and vice versa. A register is documents where you list all the items you have in stock.

34. Induction Training Register (CR 2014 (7) (5))

We, contractor, the Principal Contractor, will do the site specific induction training with everyone on site. All Induction training will be recorded by us in the induction training register. ID numbers will also be noted, so keep them close by. No person or employee will be allowed or permitted to work on the site, unless such an employee or person has undergone the site's health and safety induction training, pertaining to the hazards prevalent on the site at the time of entry. It is your responsibility to ensure that all your employees on site has indeed undergone the said induction training before they start working

35. PPE Issue Register

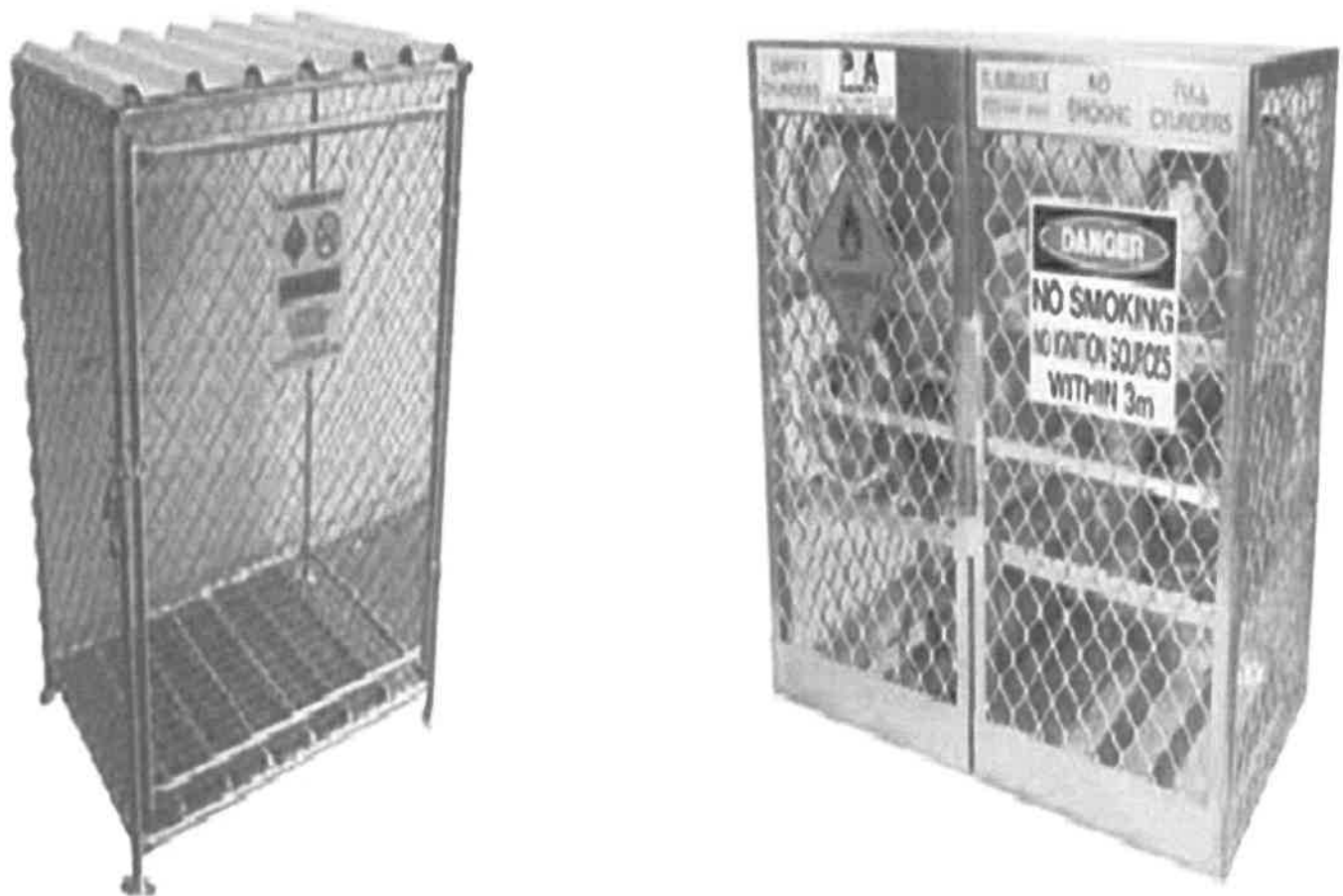
You must issue your employees with the prescribed PPE free of charge. Hard hats, Overall, Steel point safety Shoes are compulsory on site. You will keep a PPE issue Register and record all PPE Issued thereon. ID numbers must also be noted. All persons must be trained in the care and correct use of their PPE. PPE issued must be backed by a risk assessment.

36. Safety Harness Register

All your harnesses must be numbered and recorded on register. You must have a separate document that serves as a checklist. A register is not a checklist and vice versa. If you issue safety harnesses you must make the employee sign for it and you must train them in the proper use thereof and keep record of the training.

37. Hazardous Chemical Substance Register (CR 2014 (25))

All hazardous chemical substances must be listed and controlled on a register. These chemicals must be stored in a well-ventilated secure storage facility on site. Most of these chemicals on site is flammable and must be stored in your flammable goods store. These are samples of storage facilities for hazardous chemical Substances.

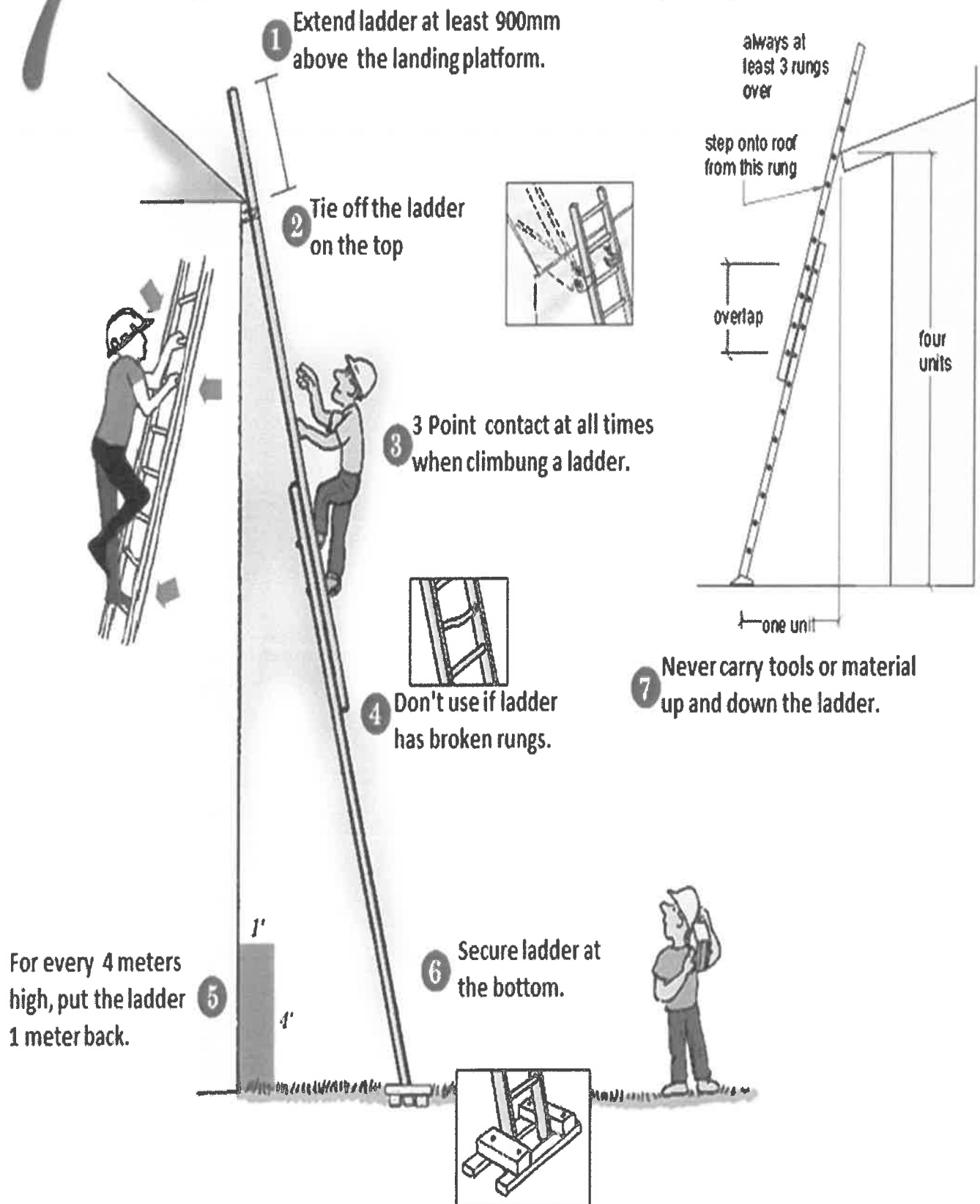


38. Ladder Register

All your ladders must be numbered and listed on a "Ladder Register" and this register must be kept up to date. No self-made ladders will be allowed on site. Study the seven rules of ladders and make sure your employees strictly adhere to it.



7 Steps to Ladder Safety



39. First Aid Register

All your first aid incidents must be recorded in your first aid register. It must also be reported to our Safety Officer.

40. Lifting Equipment Register

All your lifting equipment must be listed on a Lifting Equipment Register. All lifting equipment must be Inspected on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

41. Electrical Equipment Register

Your electrical equipment must be numbered and listed on an electrical equipment register. Each one of these items on the register must be inspected on their own checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist. Checklist must have all equipment e.g. safety harness , link stick , gloves , jump suite ect.

42. Fire Equipment Register

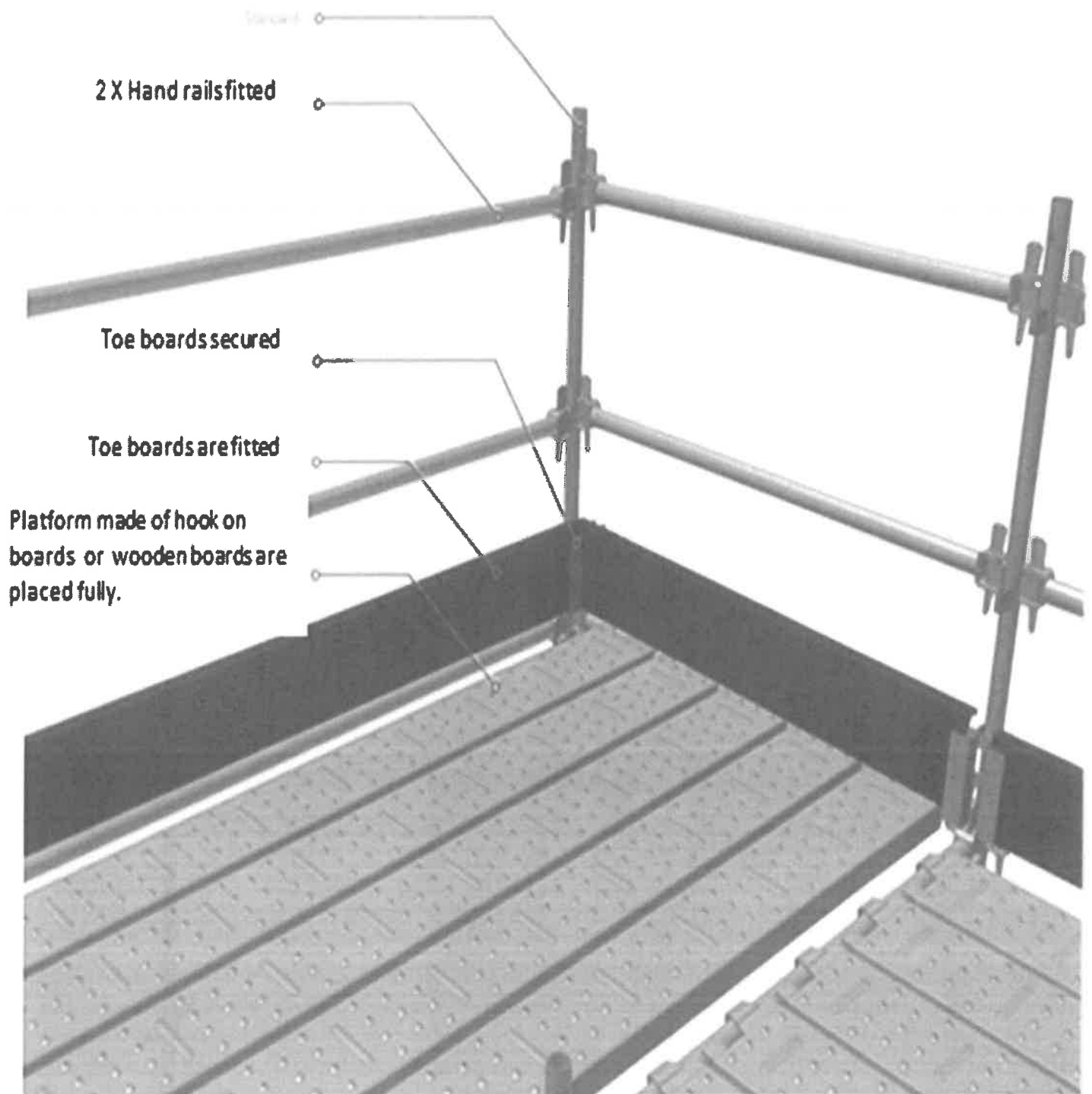
All your fire equipment must be numbered and listed on a fire equipment register. All fire equipment on register must be inspected monthly on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

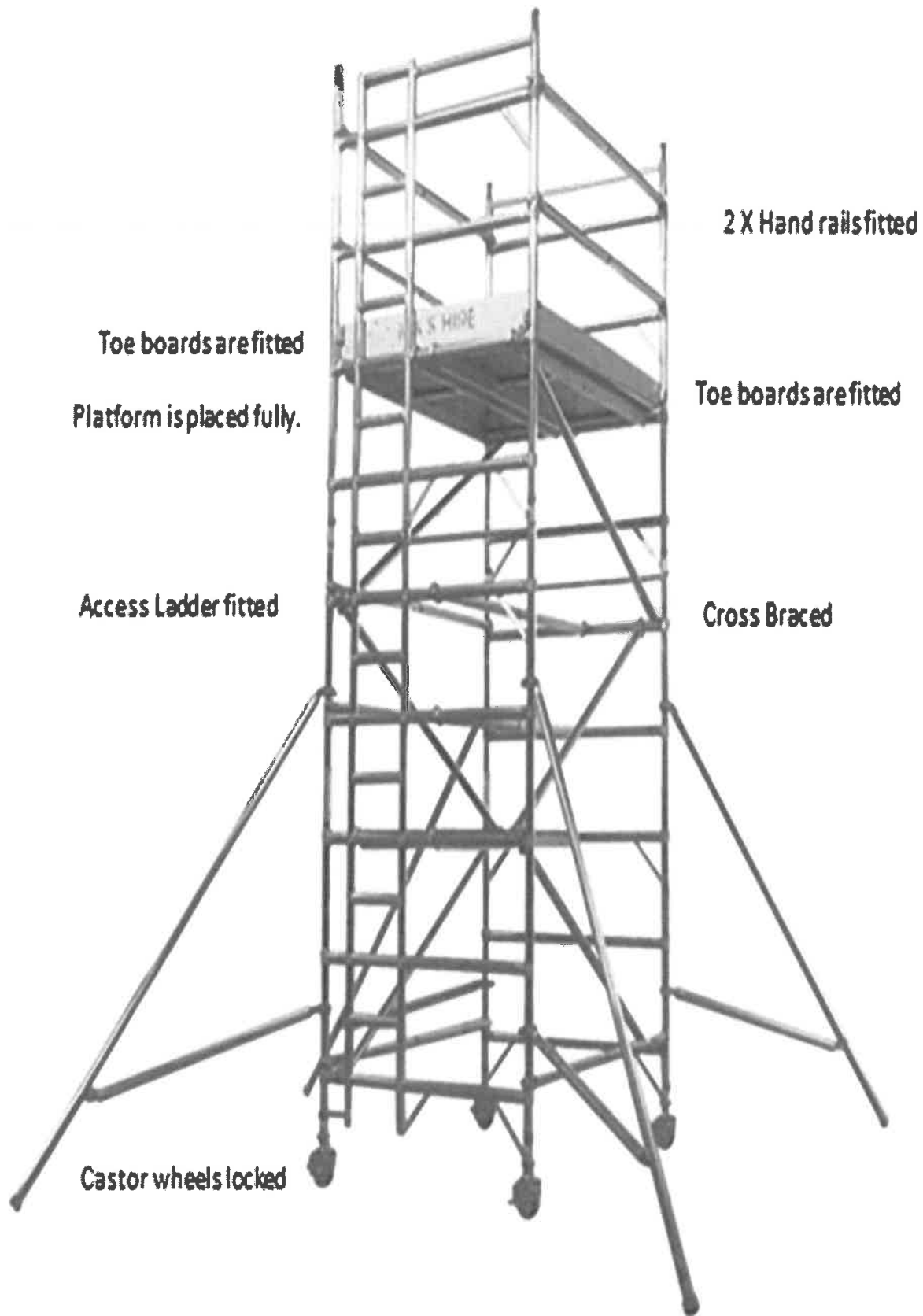
43. Scaffold Register

All you're scaffolding on site, whether completed or not, certified safe or not, must be listed on a register. All Scaffolding on your register must be inspected daily, or if any changes on the structure was made. This must be

done on a separate checklist. The checklist must be signed by the person doing the check and signed off by Management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

Scaffolding must at least be of the standard shown underneath. Make sure that all your employees are trained in the illustrations and scaffold rules underneath.





No person may use any scaffold if it isn't declared safe for use and tagged with a tag, similar to this tag, tied to the scaffold.



Front



Back

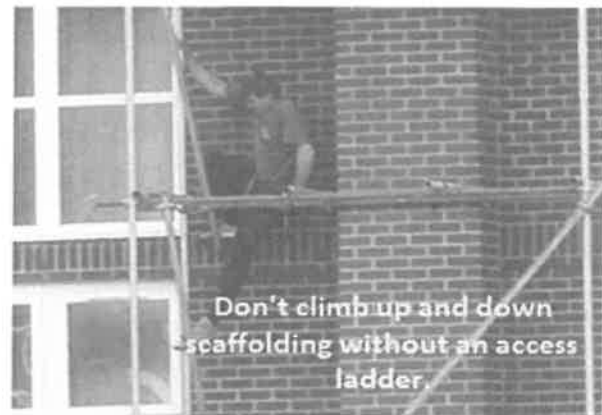


Front

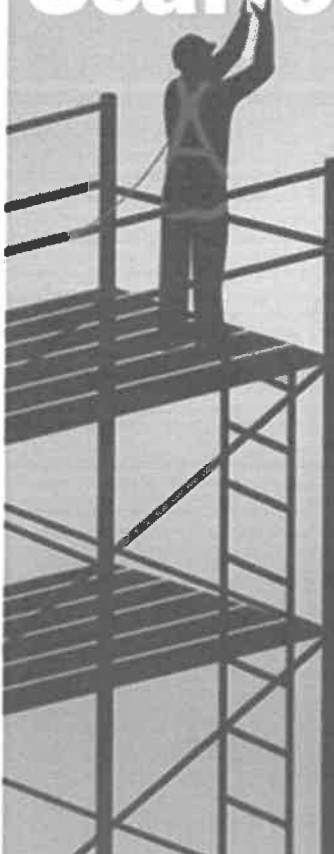


Back

No person may use any scaffold if it is tagged with a tag, similar to this tag, tied to the scaffold.



Scaffold Safety



- ✓ Make sure the scaffolding boards are in place and in good condition.
- ✓ The scaffold must be strong enough for the usage purpose.
- ✓ Never overcrowd scaffold with people, supplies, or equipment.
- ✓ Erect scaffold with proper access and guard rails.
- ✓ Tied scaffold adequately where required.
- ✓ Place the guard rails and toe boards firmly.
- ✓ Use safety harness and lifeline.
- ✓ Do not climb or stretch out over the guard rails.
- ✓ Incomplete scaffold must be blocked off or must display a warning notice that it must not be used.

44. Form & Support Work Register (CR 2014 12)

All your form and support work must be listed on a form and support work register. All form and support work on register must be inspected and certified by a competent person before pouring of any concrete.

45. Explosive Actuated Fastening Devices Register (CR 2014 (21) (2) (g) (i))

Your explosive powered tool and the cartridges must be listed and controlled on an explosive powered tool register.

46. Gas registers

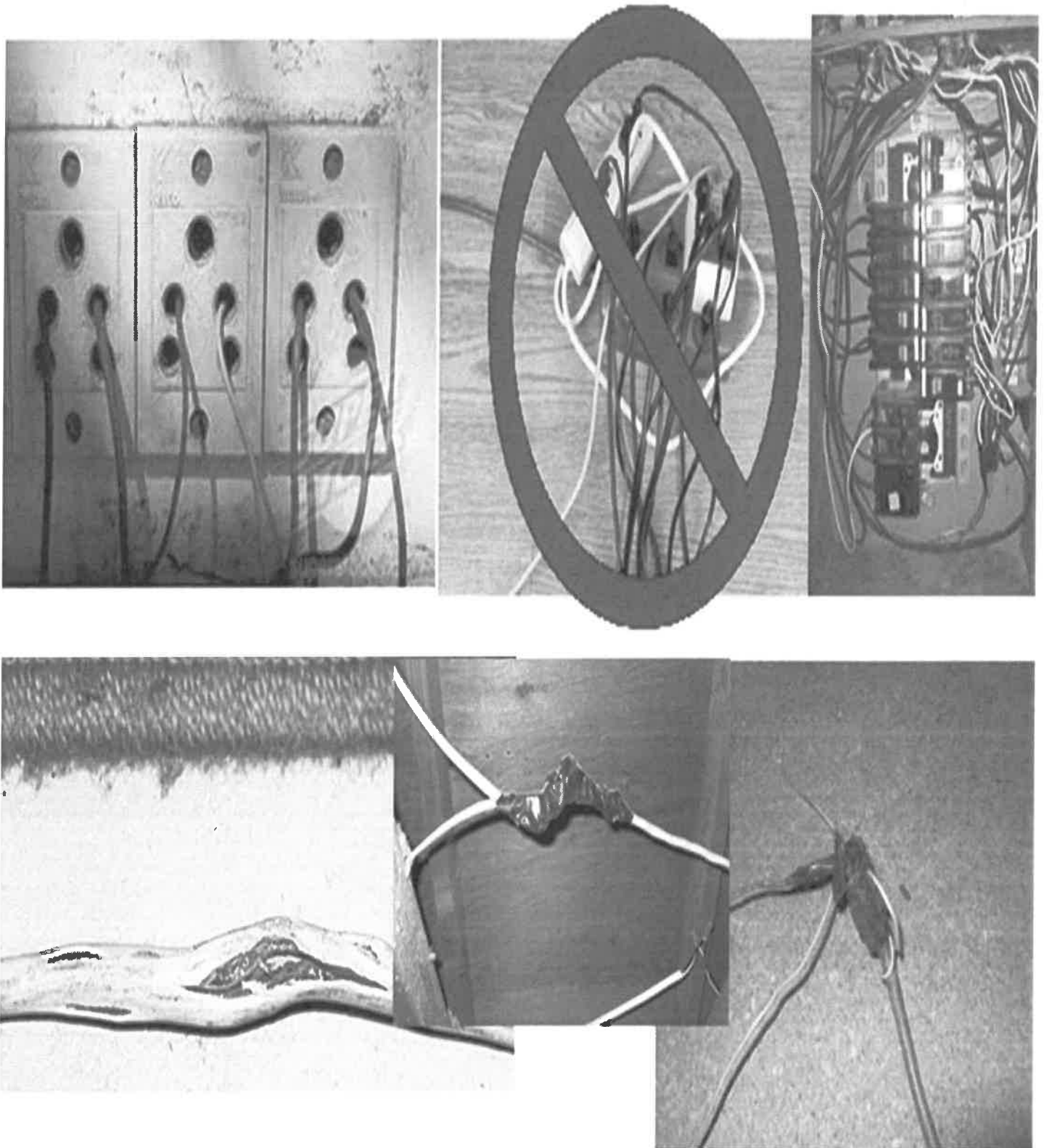
Gas must be registered to ensure there's not more gas on site as necessary this gas include AC refill gas and nitrogen

47. CHECKLISTS

Checklists must be done daily, weekly or monthly depending on the type of checklist. If an item on a checklist is "OK" or "correct," the block must not be ticked, it must be initialled. The person doing the checks must initial in the block. Any discrepancies must be marked with a cross and then action ed immediately by your Construction supervisor. All checklists must be dated. All checklists must be signed by the person doing the checklist. Your Construction Supervisor must sign off the checklist. The checklist must be kept in the file for record and auditing purposes. In this document we supply a long list of possible checklists that could be used on site. Our advice is for you to have as much checklists as possible, to cover yourself.

48. Electrical safety (CR 2014 (24))

We take electrical safety very seriously. The following are examples of common unsafe electrical practices we don't want to see on our site



No joints are allowed on electric extensions cords. DB boards must have a COC certificate. We don't want to see any exposed wires like we see in the photo.

49. Competency certificates (CR 2014 (1) (a))

Where-ever this specification document prescribes a "competent" person, we will need a competency certificate issued by an accredited training service provider. All competency certificates must have the required criteria lay down by SAQA and the National Qualifications Forum (NQF), for the issuing of certificates in South Africa. All certification documents, whether a certificate or a letter, must at least, have the following criteria:

Issued

- Expiry date
- At least two signatures
- One signature – the Assessor who assessed the certificate holder
- Assessors registration number at the NQF
- Certificate number
- Contact telephone number where we can verify the authenticity of the certificate.
- Certificate holder's full names and surname
- ID Number of certificate holder

50. Medical Certificates (CR 2014 7(1) (g))

All your employees must have a medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of the attached Annexure 3.

51. Regulations applicable (CR 2014 7(3))

Where contractor appoints another contractor to perform construction work, the duties determined in the Construction Regulations 2014 that apply to the principal contractor apply to the contractor, as if he or she were the principal contractor. Your file must be submitted to us for approval, well in advance, prior to you coming on site. (At least two weeks) This will prevent delays. You will not be allowed to start working on site unless our safety department gave their approval on the successful implementation of the above.

This document serves as a guideline on how we want you to manage the safety program on site. It is common sense and common knowledge that the OHS Act and the Construction Regulation 2014, must be read, and implemented, in liaison with this document and all its requirements. These three are the standards we will use when we audit your safety system.

See table next page

Annexure 3

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

Construction Regulation 2014

Medical Certificate of Fitness

Name of Employee:

ID Number:

Co Number:

* Possible Exposures e.g. noise, heat, fall risk, dust, confined space, etc.	* Job Specific Requirements e.g. Operating Mobile Crane, Digging Trenches, Erecting formwork & Supportwork, etc.	* Protective Equipment e.g. Dust Respirator (light Duty), Welding Gloves, etc.
* Occupation		

* The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination.

Declaration by the Medical Examiner:

I certify that I have by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit to perform the duties as described by the employer in the matrix above.

Occupational Medicine Practitioner/ Occupational Health Nursing Practitioner: (Please Print Name)

Signature:

Practice Number:

Date:

Address:

52. Covid 19 specification:

COVID-19 pandemic

|| **Site Name:**

Date:

|| **Principal Contractor Name:**

|| **Contractor Name:**

|| **COVID-19 should not be allowed to destroy the construction sector, or our income in this sector. We are committed to working with government and the private sector towards ensuring that returning to work will achieve the envisioned economic prosperity for all employees and the country as a whole.**

|| You are going to start working on the site as soon as it is allowed by Government. That means you must have a Covid - 19 management plan that form part of your health and safety plan, as an addendum, in your safety file. The Covid - 19 management plan must be developed by a competent person.

|| You're Covid - 19 management plan must be site specific and practically viable and must cover this sites anticipated areas where infections are likely to occur on your site area. All persons in your employ on site must be trained in your Covid - 19 management plan. The attendance register for the training must be attached to the Covid - 19 management plan.

|| You're CEO and site management must endorse (sign) the Covid - 19 management plan.

|| ***The Regulation that govern your Covid - 19 management plan have not been promulgated yet. We are however being pro-active in this regard. If and when the Regulations are promulgated and published in the Government Gazette, we will amend this addendum to correspond with the Regulations. We do not foresee major changes in the draft Regulations.***

Your Covid - 19 management plan must contain at least the following:

- a. A schematically drawing of the actual work area and where the actual work will be performed.
- b. Health Risk Assessment:
 - i This risk assessment must form part of your management plan. We do not want it as a separate document. It must physically form part of the Covid - 19 management plan. Bind it within the plan document.
 - ii Different areas in the workplace might require different methods of safeguarding the employees. In that case specify the area and determine the risks and mitigating measures of that specific area.
- c. What are the symptoms and how to identify them in the workplace?
- d. Screening of workers. How will it be done and when?
- e. If someone is suspected of having the Covid -19 virus, what will the procedure be?
- f. If an employee suspects that he/she has contracted the virus, what would the procedure be?
- g. What PPE will be issued and when?
- h. Quarantine:- self quarantine, forced quarantine, what will your procedure and policy be?
- i. Working from home guidelines. (When, who, etc.)

- j. Safe travelling to and from work.
- k. How will you safeguard meetings? Precautions during meetings?
- l. Hygiene in the workplace:

This specs was developed for Construction sites.

Page 2

- i. Disinfecting workplace, tools, facilities, etc.
- ii. Disinfecting hands and body parts.
- iii. Methods of disinfecting that will be used.
- iv. What type of disinfectant?
- m. Physical contact. (Control, who, when, etc.)
- n. Training of employees
- o. Cross Provincial border travel of employees.
- p. Keeping record and communicating vital information of cases detected on site.
- q. Visitors to the site.
- r. Social distancing on site.
- s. Employee awareness program.
- t. Regularly cleaning common contact surfaces on site?
- u. How will you treat drivers that deliver to site?
- v. Handwashing facilities. (Where, when, how many, type, etc.)
- w. Provision and disposal of hand towels.
- x. Cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush.
- y. Portable toilet hygiene.
- z. Break times, how will you reduce congestion and contact?
- aa Hygiene at water drinking stations.
- ab Tracing of infected employees.
- ac You're weekly Covid - 19 reports that must be submitted to the Client.
- ad Congestion at the workplaces.
- ae Consequence of not adhering to the Covid - 19 management plan, the risk assessment and the policy.
- af You must develop a Covid - 19 Policy.
- ag How will you manage your contractors on site regarding the Covid - 19?

The required document must be submitted to DPW Consultants/Project managers/OHS Managers. We will issue a letter of approval if all the requirements in this addendum to the health and safety plan, have been met. Please note that these requirements are minimum requirements only and all of the items must be addressed in your Covid - 19 management plan, risk assessment and Covid - 19 policy document.

The index to your Covid - 19 File should contain at least the following:

- | | |
|-----------------------------------|------------------------|
| 1 Covid - 19 Management plan | 7 Toolbox Talks |
| 2 Covid - 19 Risk Assessment | 8 Safe Work Procedures |
| 3 Covid 19 Policy | 9 Checklists |
| 4 Employee Screening declarations | 10 Training Material |

5 PPE Issue Register

11 Posters

6 Compliance Employees Appointments

12 Compliance Officer
Appointments

I herewith my signature confirm that I have received this Covid - 19 specification document.

This specs was developed for Construction sites.

End of site specific OHS Specification was compiled by Willem Botha 0609976744 or 012 4921486 April 2021



EPWP PROJECTS COMPLIANCE

Recruitment

The criteria for selection of participants are that they:

1. Can be categorised as poor and unemployed,
2. Live close to the project area (i.e. local),
3. They are South African citizens with green barcode ID,
5. The Minimum WO estimated to be achieved or exceeded.

Payments

The following principles should be considered when setting rates of pay for workers:

1. The wage rate set should take into account the wages paid by the local Municipality projects per sector to avoid disputes, if necessary e.g. 100 – 150 rate per day.
2. Payments should be done electronically or signed for if paid by hand as proof.
3. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.
3. Men, women, disabled persons and the aged must receive the same pay for work of equal value.

The minimum wage is reviewed annually effective 1st November of each year. The review is based on the inflation.

Reporting

1. Certified ID Copies of all Workers (Certification to be within three months)
2. Signed Contract of Employment (Sample of Contract to be given);
3. Signed Attendance Registers (Template to be given);
4. Proof of Payment
 - Signed Payment Register (Template to be given)
 - Proof of Bank Deposit

Site Branding

Protective clothing should be Orange & Branded EPWP (Sample of Overalls to be given)
Information/Name board to include EPWP logo/EPWP NYS logo (Logos to be given)
EPWP Branded Orange Hard Hats/Sunhats/T-Shirts (Optional)



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 668

08 February 2021
Februarie

No. 44136

N.B. The Government Printing Works will
not be held responsible for the quality of
"Hard Copies" or "Electronic Files"
submitted for publication purposes

ISSN 1682-5843



9 771682 584003



4 4 1 3 6



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents*No.**Gazette
No. Page
 No.***GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS****Employment and Labour, Department of / Indiensneming en Arbeid, Departement van**

76	National Minimum Wage Act (9/2018): Annual Review and Adjustment of the National Minimum Wage for 2021...	44136	3
----	---	-------	---

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

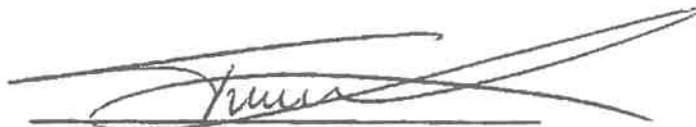
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. 76

08 February 2021

NATIONAL MINIMUM WAGE ACT NO. 9 OF 2018

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby in terms of Section 6 (5) of the National Minimum Wage Act, No. 9 of 2018, amend the national minimum wages contained in Schedule 1 and Schedule 2 of the National Minimum Wage Act, published under Government Notice No. 43026 of 17 February 2020, in accordance with the schedules hereto and fix the 1 March 2021 as the date on which this amendment shall become binding.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 02/02/2021

SCHEDULE 1
NATIONAL MINIMUM WAGE
(SECTION 6(5))

1. Substitute clause 1 under schedule 1 as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:
 1. Subject to item 2, the national minimum wage is **R21.69** for each ordinary hour worked.
 2. Despite item 1—
 - (a) farm workers are entitled to a minimum wage of **R21.69** per hour;
 - (b) domestic workers are entitled to a minimum wage of **R19.09** per hour;
 - (c) workers employed on an expanded public works programme are entitled to a minimum wage of **R11.93** per hour; and
 - (d) workers who have concluded learnership agreements contemplated in section 17 of the Skills Development Act, 1998 (Act No. 97 of 1998), are entitled to the allowances contained in Schedule 2.

SCHEDULE 2
LEARNERSHIP ALLOWANCES
(Section 6(5))

2. Substitute schedule 2: learnership allowance as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:

NQF level	Credits already earned by learner	Minimum allowance per week
Level 1 to 2	0– 120	326.51
	121 – 240	652.99
Level 3	0– 120	326.51
	121 – 240	614.95
	241 – 360	1006.73
Level 4	0 – 120	326.51
	121 – 240	653.05
	241 – 360	1006.73

	361 - 480	1469.25
Level 5 to 8	0 - 120	326.51
	121 - 240	707.39
	241 - 360	1058.41
	361 - 480	1491.06
	481 - 600	1904.58

SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR

3. Substitute schedule 2: Contract Cleaning Sector minimum wages as reflected in Government Gazette No. 43094, published on the 13 March 2020 with the following:

Minimum hourly rates for Contract Cleaning employees		
Area A	Area B	Area C
Metropolitan Councils: City of Cape Town, Greater East Rand Metro, City of Johannesburg, Tshwane and Nelson Mandela. Local Council: Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Stellenbosch, Westonaria	All Areas in KwaZulu-Natal <i>NB: Conditions of employment and minimum wage rates for KwaZulu-Natal areas shall be subjected to the collective agreement concluded in the Bargaining Council for the Contract Cleaning Service Industry (BCCCI).</i>	In the rest of the RSA
Rate per hour	Rate per hour	Rate per hour
R23.87	BCCCI rates apply	R21.77

SECTORAL DETERMINATION 9: WHOLESALE AND RETAIL SECTOR

4. Substitute schedule 2: Wholesale and Retail Sector minimum wages as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:

Table 1: Area A					
Metropolitan and Local Municipality					
Bergrivier, Breede Valley, Buffalo City, Cape Agulhas, Cederberg, City of Cape Town, City of Johannesburg Metropolitan Municipality, City of Tshwane, Drakenstein, Ekurhuleni, Emalahleni, Emfuleni, Ethekwini Metropolitan Municipality, Gamagara, George, Hibiscus Coast, Karoo Hoogland, Kgatelopele, //Khara Hais, Knysna, Kungwini, Kouga, Hessequa local authority, Lesedi, Makana, Mangaung, Matzikama, Metsimaholo, Middelburg (Mpumalanga), Midvaal, Mngeni, Mogale, Mosselbaai, Msunduzi, Mtubatuba, Nama Khoi, Nelson Mandela, Nokeng tsa Taemane, Oudtshoorn, Overstrand, Plettenbergbaai, Potchefstroom, Randfontein, Richtersveld, Saldanha Bay, Sol Plaatjie, Stellenbosch, Swartland, Swellendam, Theewaterskloof, Umdoni, uMhlathuze and Witzenberg.					
	27 Hrs or less		CI 2 (2)		
	CI 2 (3)(b)	CI 2(3)(a)			
Job category	R.p.h	R.p.h	R.p.h.	R.p.w	R.p.m
General Assistant/Trolley Collector	21.69	25.49	21.69	976.05	4229.22
Security Guard	21.69	25.91	21.69	976.05	4229.22
Forklift Operator	21.69	27.68	21.69	976.05	4229.22
Driver < 3500kg	21.69	28.24	21.69	976.05	4229.22
Merchandiser/Shop Assistant/Checker/Deli Assistant	23.43	29.30	21.69	976.05	4229.22
Cashier	24.85	31.07	24.00	1080.00	4679.64
Driver 3501 <9000kg	27.03	33.78	26.08	1173.60	5085.20
Clerk/Sales Assistant/Sales person/Block man/Baker	29.25	36.56	28.25	1271.25	5508.33
Driver 9001 <16000kg	29.44	36.78	28.39	1277.55	5535.62
Displayer	30.37	37.96	29.33	1319.85	5718.91
Driver 16001kg >	32.31	40.41	31.20	1404.00	6083.53
Supervisor	35.99	44.99	34.74	1563.30	6773.78
Trainee Manager	38.86	48.58	37.53	1688.85	7317.79
Assistant Manager	42.33	52.93	40.85	1838.25	7965.14
Manager	46.40	58.00	44.80	2016.00	8735.33

Table 2: Area B					
Metropolitan and Local Municipality					
NOT MENTIONED IN AREA A					
	27 Hrs or less		CI 2 (2)		
	CI 2 (3)(b)	CI 2(3)(a)			
Job category	R.p.h	R.p.h	R.p.h.	R.p.w	R.p.m
General Assistant/Trolley Collector	21.69	23.81	21.69	976.05	4229.22
Security Guard	21.69	25.91	21.69	976.05	4229.22
Forklift Operator	21.69	23.98	21.69	976.05	4229.22
Driver < 3500kg	21.69	24.60	21.69	976.05	4229.22
Merchandiser/Shop Assistant/Checker/Deli Assistant	21.69	25.90	21.69	976.05	4229.22
Cashier	21.69	27.45	21.69	976.05	4229.22
Driver 3501 <9000kg	23.53	29.41	21.69	976.05	4229.22
Clerk/Sales Assistant/Sales person/Block man/Baker	29.25	36.56	24.89	1120.05	4853.18
Driver 9001 <16000kg	28.15	35.19	27.00	1215.00	5264.60
Displayer	25.06	31.33	24.07	1083.15	4693.29
Driver 16001kg >	30.94	38.67	29.68	1335.60	5787.15
Supervisor	31.45	39.33	30.21	1359.45	5890.50
Trainee Manager	33.67	42.08	32.29	1453.05	6296.07
Assistant Manager	37.11	46.40	35.57	1600.65	6935.62
Manager	40.25	50.31	38.57	1735.65	7520.57

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065



PG-03.1 (EC) SITE INFORMATION – (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>THOHOYANDOU HIGH COURT: SITE CLEARANCE AND INFRASTRUCTURE FOR MOBILE UNITS: PROVISION FOR CONCRETE SLABS, CONNECTION OF ELECTRICAL SUPPLY CABLES AND PLUMBING SERVICES FOR TWO MOBILE OFFICES. STORAGE CONTAINER AND MOBILE ABLUTION FACILITY.</i>		
Tender no:	<i>PLK21/22</i>	Reference no:	<i>6054/0001</i>

C4 Site Information

Co-ordinates: -22,96646 30.45832