



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Tender no. CPT1008/23

Private Bag X9027, Cape Town, 8001, tel. no 021 402 2154, Customs House Building,
Lower Heerengracht Street, Foreshore, Cape Town,8000

TENDER DOCUMENT

INVITATION TO TENDER FOR:

WESTERN CAPE – OUDTSHOORN SAPS: INSTALLATION OF
FACILITIES FOR PEOPLE WITH DISABILITIES

FOR THE PROJECT:
REFERENCE NO: N/A
TENDER NO: CPT1008/23

ADVERT DATE: 15 March 2024

BID CLARIFICATION MEETING: 26 March 2024

CLOSING DATE: 05 April 2024

Name of tenderer:

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS



WESTERN CAPE – OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

CONTENTS			
HEADING	COLOUR	FORM NO.	PAGES
VOLUME 1: TENDERING PROCEDURES	White		
T1.1 Tender Notice and Invitation to Tender	White		
Notice and Invitation to Tender	White	PA-04 (EC)	11
T1.2 Tender Data	Pink		
Tender Data	Pink	DPW-03 (EC)	10
VOLUME 2: RETURNABLE DOCUMENTS	Yellow		
T2.1 List of Returnable Documents	Yellow		
List of Returnable Documents	Yellow	PA-09 (EC)	4
C1.1 Form of Offer and Acceptance	Yellow		
Form of Offer and Acceptance	Yellow	DPW-07 (EC)	4
T2.2 Returnable Documents required for tender evaluation purposes	Yellow		
Declaration of Interest and Bidder's Past Supply Chain Management Practices	Yellow	PA-11	3
Resolution of Board of Directors	Yellow	PA-15.1	2
Resolution of Board of Directors to enter into Consortia or Joint Ventures	Yellow	PA-15.2	2
Special Resolution of Consortia or Joint Ventures	Yellow	PA-15.3	3
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011	Yellow	PA-16	10
Particulars of Tenderer's Projects	Yellow	DPW-09 (EC)	2
Site Inspection Meeting Certificate	Yellow	DPW-16 (EC)	1
T2.2 Returnable Documents that will be incorporated into the contract	Yellow		
Declaration of Designated Groups for Preferential Procurement	Yellow	PA-40	2
Record of Addenda to tender documents	Yellow	DPW-21 (EC)	1
Schedule of Proposed Subcontractors	Yellow	DPW-15 (EC)	1
Particulars of Contractor	Yellow	DPW-22 (EC)	1
VOLUME 3: CONTRACT	Yellow		
Part C1: Agreement and Contract Data	Yellow		
C1.2 Contract Data	Yellow		
Contract Data	Yellow	DPW-04 (EC)	31

C1.3 Form of Guarantee	White		
Form of Guarantee	White	DPW-10.1 (EC)	2
Form of Guarantee	White	DPW-10.3 (EC)	3
Part C2: Pricing Data	Yellow		
C2.1 Pricing Instructions	Yellow		
Pricing Instructions	Yellow	Project specific. PG-02.2 (EC)	9
C2.2 Bills of Quantities	Yellow		
Bills of Quantities, Final Summary and Specification for Modernization, repairs, and maintenance for various lifts	Yellow		200
Part C3: Scope of Work	Blue		
C3 Scope of Work	Blue		
Scope of Work & Specifications	Blue	Project specific. PG-01.2 (EC)	17
Occupational Health & Safety Specification	Blue		32
HIV/AIDS Specification and Schedules	Blue	Standard PW 1544 Specification and Schedules	15
Part C4: Site Information	Green		
C4 Site Information	Green		
Site Information	Green	Project specific. PG-03.2 (EC)	1

NOTICE AND INVITATION TO TENDER

PA-04 (EC)

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES
-----------------------	---

Tender no:	CPT1008/23	Reference no:	
Advertising date:	15 March 2024	Closing date:	05 April 2024
Closing time:	11h00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 GB or Not applicable Not applicable*** 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 **Not applicable Not applicable PE or Not applicable Not applicable PE*** or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

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

Functionality criteria ¹ :	Weighting factor:
NOT APPLICABLE	
Total	100 Points

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

Minimum functionality score to qualify for further evaluation:	N/A
---	-----

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

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

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

Page 1 of

10

For Internal & External Use

Effective date: 21 July 2023

Version: 2023/08

insert motivation (if the provided space is not enough attach a memorandum)

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
---	---

3.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
--	---	---

4. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. The compulsory bid clarification meeting will be a contact meeting. This is to clarify the scope of work and to explain the procurement processes to the bidders.
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

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".

15	<input type="checkbox"/>	
----	--------------------------	--

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

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria
16	<input type="checkbox"/>	Specify other responsiveness criteria
17	<input type="checkbox"/>	Specify other responsiveness criteria
18	<input type="checkbox"/>	Specify other responsiveness criteria

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 3 of

10

For Internal & External Use

Effective date: 21 July 2023

Version: 2023/08

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

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

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

<input checked="" type="checkbox"/>	<p>5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 20</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE which is at least 51% owned by black people (Mandatory)</td> <td>10</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>2.</td> <td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. </td> </tr> <tr> <td>3.</td> <td>An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)</td> <td>4</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>4.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. <p>and</p> </td> </tr> </tbody> </table>			Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. 	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 	3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. 	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. <p>and</p>
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim																				
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. 																				
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 																				
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. 																				
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. <p>and</p>																				

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

			<ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p>

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

Page 5 of

10

For Internal & External Use

Effective date: 21 July 2023

Version: 2023/08

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

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

6. BID EVALUATION METHOD

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

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 6 of

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
--	---	---

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

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

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

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

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

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

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

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".

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

DPW 16 (EC)

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

7.2 Commercial risks:

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

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

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

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 8 of

10

For Internal & External Use

Effective date: 21 July 2023

Version: 2023/08

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal www.etenders.gov.za

Alternatively; Bid documents may be collected during working hours at the following address DPWI OFFICES, HEERENGRACHT BUILDING, FORESHORE, CAPETOWN. A non-refundable bid deposit of R 100 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

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

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

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

Venue:	SAPS Oudtshoorn, 36 Baron Van Reede Street, Oudtshoorn, 6620		
Virtual meeting link:	N/A		
Date:	26 March 2024	Starting time:	12h00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Trishen Sookraj	Telephone no:	021 402 2069
Cellular phone no	066 195 6849	Fax no:	N/A
E-mail	Trishen.Sookraj@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Riana Mouton	Telephone no:	021 402 2076
Cellular phone no		Fax no:	
E-mail	Riana.Mouton@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag</p> <p>Attention: Procurement section: R</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>Tender Box at Main Entrance Customs Building Heerengracht Ave Foreshore Cape Town</p>
---	------------------	--

75

TENDER DATA

DPW-03 (EC)

DPW-03 (EC): TENDER DATA

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES
Reference no:	

Tender / Quotation no:	CPT1008/23	Closing date:	05 April 2024
Closing time:	11H00	Validity period:	12 Weeks (84 Calendar days)

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

Tender no: CPT1008/23

C.1.4	The Employer's agent is:	
	Name:	TRISHEN SOOKRAJ
	Capacity:	Departmental Project Manager
	Address:	CUSTOMS HOUSE, FORESHORE, CAPE TOWN, 8001
	Tel:	021 402 2069
	Fax:	N/A
	E-mail:	Trishen.Sookraj@dpw.gov.za
C.2.1 C.3.11	<p>A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3 GB or Not applicable Not applicable** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 3 GB or Not applicable Not applicable** 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 3 GB or Not applicable Not applicable** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Applicable</p>	

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



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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p>

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



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

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

Table 3

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



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

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



Tender no: CPT1008/23

E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

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

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

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

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

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

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

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

Tender no: CPT1008/23

	<ol style="list-style-type: none"> 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. <p>Criterion 3: Suitably qualified and appropriately experienced human resources</p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</p> <p style="text-align: center;">DPW 16 (EC)</p> <p>If applicable, submission of confirmation of DPW 16 (EC) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p>E.2 Commercial risks:</p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
<p>C.2.7</p>	<p>For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1</p>

TS

Tender no: CPT1008/23

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

Tender no: CPT1008/23

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.

LIST OF RETURNABLE DOCUMENTS

PA-09 (EC)

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES		
Tender / Quotation no:	CPT1008/23	Reference no:	
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA - 16.1) 2022 (PA 16)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA - 36 and Annexure/s C)	N/A	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	N/A
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .	N/A	N/A
CVs, Registrations, Qualifications, Competency Certificates		Yes
Fully Priced Bill of Quantities	200 Pages	Yes

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

Tender / Quotation no: CPT1008/23

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .	N/A	Yes
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	N/A	Yes
Risk Assessment Criterion: Tender Data C2.1 of T1.2		Yes
Data by service provide (C1.2.3)		Yes
CSD Proof of registration & proposed list of subcontractors if any		Yes
SAPS fingerprints & fully completed security clearance application form		Yes
Submission of PA-16: Preference points claim forms in terms of the Preferential Procurement Regulations 2022 & A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider.		Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	N/A 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)	200 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Tender / Quotation no: CPT1008/23

Tender document name	Number of pages issued	Returnable document
<i>Risk Assessment</i>	N/A Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>Technical Resources</i>	N/A Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>Maintenance Project Execution Program</i>	N/A Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

Signed by the Tenderer

Name of representative	Signature	Date
------------------------	-----------	------

FORM OF OFFER AND ACCEPTANCE

DPW-07 (EC)

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

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES		
Tender / Quotation no:	CPT1008/23	Reference no:	

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES

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

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

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

Rand (in figures) R

Rand (in words).....

.....

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

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

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

Company or Close Corporation:

 And: Whose Registration Number is:

 And: Whose Income Tax Reference Number is:

 CSD supplier number:.....

OR

Natural Person or Partnership:

 Whose Identity Number(s) is/are:

 Whose Income Tax Reference Number is/are:

 ..
 CSD supplier number:.....

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

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

Tender / Quotation no: CPT1008/23

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

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

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

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

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

Tender / Quotation no: CPT1008/23

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

.....
.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

Tender / Quotation no: CPT1008/23

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	<i>CUSTOMS HOUSE, FORESHORE, CAPE TOWN, 8001</i>

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

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

**DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICE**

PA-11

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
YES / NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

RESOLUTION OF BOARD OF DIRECTORS

PA-15.1

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
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

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO
CONSORTIA OR JOINT VENTURES

PA-15.2

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____
Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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 2011

PA-16



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 **Breakdown Allocation of Specific Goals Points**

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or

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

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
----	--	---	---

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

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

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	owned by black women (mandatory)		
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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

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

2. DEFINITIONS

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

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company

State Owned Company
[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO
ENTERPRISES**

--



**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

- I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____ % Black Owned
 - The Enterprise is _____ % Black Female Owned
 - The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____ %
 - Black Disabled % _____ %
 - Black Unemployed % _____ %
 - Black People living in Rural areas % _____ %
 - Black Military Veterans % _____ %

Effective date: 21 July 2023

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

- 4) Based on the Financial Statements or Management Accounts and other information available on the latest financial year-end of ____/____/____, (format: day/month/year) the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below (Select applicable).

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

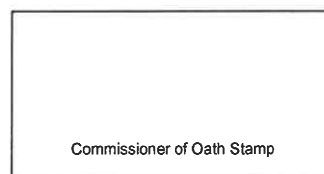
- 5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

- 6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



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

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

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES		
Tender / quotation no:	CPT1008/23	Closing date:	05/04/2024
Advertising date:	15/03/2024	Validity period:	84 days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

SITE INSPECTION MEETING CERTIFICATE

DPW-16 (EC)

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES		
Tender / Quotation no:	CPT1008/23	Reference no:	
Closing date:	05 April 2024		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **26/03/2024**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL
PROCUREMENT

PA-40

PA- 40. DECLARATION OF DESIGNATED GROUPS

Tender no: **CPT1008/23**

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 4. DECLARATION OF DESIGNATED GROUPS

Tender no: CPT1008/23

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

RECORD OF ADDENDA TO TENDER DOCUMENTS

DPW-21 (EC)

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

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES		
Tender no:	CPT1008/23	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

SCHEDULE OF PROPOSED SUBCONTRACTORS

DPW-15 (EC)



DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES		
Tender no:	CPT1008/23	Reference no:	

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:	
------------------------------	--

PATICULARS OF CONTRACTOR	DPW-22 (EC)
--------------------------	-------------

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES		
Tender no:	CPT1008/23	Reference no:	

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

Name of Tenderer	Signature	Date

CONTRACT DATA	DPW-04 (EC)
---------------	-------------

DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	WESTERN CAPE- OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES
-----------------------	--

Tender / Quotation no:	CPT1008/23	WCS no:		Reference no:	
-------------------------------	------------	----------------	--	----------------------	--

	<p>The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to document PG01.2 (EC) – Scope of Works for detailed description
WESTERN CAPE- OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES	

Tender / Quotation no: CPT1008/23

A 2.0 Site [1.1]

Erf / stand number	
Site address	Baron Van Reede Street, Oudtshoorn, 6620
Township / Suburb	Oudtshoorn
City / Town	Oudtshoorn
Province	Western Cape
Local authority	Oudtshoorn Local Municipality
GPS Coordinates	-33.5901979,22.2033035,17

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail		Telephone	021 402 2160
Postal address	Private Bag X 9027 Foreshore Cape Town 8000		
Physical address	Customs House Building, Lower Heerengracht Street Foreshore Cape Town 8001		

A 3.2 Employer's representative:

Name	TRISHEN SOOKRAJ	Telephone number	021 402 2069
E-mail	Trishen.Sookraj@dpw.gov.za	Mobile number	066 195 6849
Postal address	Private Bag X 9027 Cape Town 8000		
Physical address	Customs House Building, Lower Heerengracht Street Foreshore Cape Town 8001		

Tender / Quotation no: CPT1008/23

A 4.0	Principal Agent [1.1; 6.2]	Discipline	Architect
--------------	-----------------------------------	-------------------	-----------

Name	Department of Public Works & Infrastructure(DPWI)		
Legal entity of above	DPWI	Contact person	Denzell Fortuin
Practice number		Telephone number	021 402 2213
Country	RSA	Mobile number	N/A
E-mail	Denzell.Fortuin@dpw.gov.za		
Postal address	Private Bag X 9027 Foreshore Cape Town 8000		
Physical address	Customs House Building, Lower Heerengracht Street Foreshore Cape Town 8001		

A 5.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
--------------	-------------------------	-------------------	-------------------

Name	Department of Public Works & Infrastructure(DPWI)		
Legal entity of above	DPWI	Contact person	Neolyn Cannon
Practice number		Telephone number	021 402 2915
Country	RSA	Mobile number	N/A
E-mail	Neolyn.Cannon@dpw.gov.za		
Postal address	Private Bag X 9027 Foreshore Cape Town 8000		
Physical address	Customs House Building, Lower Heerengracht Street Foreshore Cape Town 8001		

A 6.0	Agent [1.1; 6.2]	Discipline	Electrical Engineer
--------------	-------------------------	-------------------	---------------------

Name	Department of Public Works & Infrastructure(DPWI)		
Legal entity of above	DPWI	Contact person	Bandise Mankonkwana
Practice number		Telephone number	021 402 2010
Country	RSA	Mobile number	
E-mail	Bandise.Mankonkwana@dpw.gov.za		
Postal address	Private Bag X 9027 Foreshore Cape Town 8000		
Physical address	Customs House Building, Lower Heerengracht Street Foreshore Cape Town 8001		

Tender / Quotation no: CPT1008/23

A 7.0	Agent [1.1; 6.2]	Discipline	Health & Safety Office
--------------	-------------------------	-------------------	------------------------

Name	Department of Public Works & Infrastructure(DPWI)		
Legal entity of above	DPWI	Contact person	Zethembiso Mwandla
Practice number		Telephone number	021 402 2181
Country	RSA	Mobile number	066 261 1039
E-mail	Zethembiso.Mwandla@dpw.gov.za		
Postal address	Private Bag X 9027 Foreshore Cape Town 8000		
Physical address	Customs House Building, Lower Heerengracht Street Foreshore Cape Town 8001		

A 8.0	Agent [1.1; 6.2]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 9.0	Agent [1.1; 6.2]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: CPT1008/23

A 10.0	Agent [1.1; 6.2]	Discipline	
---------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 11.0	Agent [1.1; 6.2]	Discipline	
---------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 12.0	Agent [1.1; 6.2]	Discipline	
---------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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

Tender / Quotation no: CPT1008/23

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
---	--

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
--	-------------------------------------

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
---	--------------------

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	12
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	200
Addenda as issued during tender stage, if applicable	As issued

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD]]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

Tender / Quotation no: CPT1008/23

B 6.0 Insurances [10.0]

Insurances by contractor			
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.			
	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Not Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Not Applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R PQS to determine value.	Not Applicable
	Other insurances [10.1.5]		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R PQS to determine value	Not Applicable
	Other insurances: If applicable, description 1:	R PQS to determine value	Not Applicable
	Other insurances; If applicable, description 2:	R PQS to determine value	Not Applicable

Tender / Quotation no: CPT1008/23

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: Tenderer to be able to accommodate the daily use of the premises	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: Be able to accommodate the office proceedings	
Natural features and known services to be preserved by the contractor [12.1.3]	Not Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Not Applicable
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

Tender / Quotation no: CPT1008/23

B 10.0 Appointment of Direct Contractors [16.0]

Not Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

B 11.0 Works to be completed in sections [20.1]

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]

B12.1 Contract Period

Contract period [B18: 1.2]: Period in months as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1

Tender / Quotation no: CPT1008/23

Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	0
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	7
Period to achieve Works Completion Refer B18.0 [19.8]	1
Defect liability period up to and including Final Completion	3
Total Contract Period [B18: 1.2]	12
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 58.00

B12.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	7
Period for inspection in working days by the principal agent [19.3]	21
Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1]	R 580.00
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 174.00
Penalty amount per calendar day for late Final Completion [21] : Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 87.00

B12.3 Construction Period for completion of the Works in portions

Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]	Not Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

Tender / Quotation no: CPT1008/23

The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works as a whole is applicable
Penalty for late Practical Completion, if completion in sections is required , excluding VAT	
The penalty amount per day for failing to complete section 1 of the Works is:	R
The penalty amount per day for failing to complete section 2 of the Works is:	R
The penalty amount per day for failing to complete section 3 of the Works is:	R
The penalty amount per day for failing to complete section 4 of the Works is:	R
The penalty amount per day for failing to complete section 5 of the Works is:	R
The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete Select , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete Select , excluding VAT	

B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation- N/A, but only report on labour statistics
13.7	
13.8	
13.9	

13.10	
--------------	--

Tender / Quotation no: CPT1008/23

B 14.0 Defects liability period [21.0]

Extended defects liability period: Refer B18.0 [21.13]

Not applicable	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Lifts
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.7	Civil works
14.8	Landscaping including automated systems (irrigation)
14.9	
14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.0 Dispute resolution [30.0]

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

Tender / Quotation no: CPT1008/23

B 17.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Not Applicable
Inspection of adjoining properties - details [P3.3]		Not Applicable
Handover of site in stages - specific requirements [P4.1]		Not Applicable
Enclosure of the works - specific requirements [P4.2]		Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Not Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Not Applicable
Water [P8.1]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Electricity [P8.2]	By contractor	Select
	By employer	Not Applicable
	By employer – metered	Not Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4]		Applicable
Protection of the works - specific requirements [P11.1]		Not Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable
Disturbance - specific requirements [P11.5]		Applicable
Environmental disturbance - specific requirements [P11.6]		Not Applicable

Tender / Quotation no: CPT1008/23

B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of JBCC standard documentation]

1.2 Definitions

The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**.

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion.

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

DEFAULT INTEREST: No clause.

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**.

Tender / Quotation no: CPT1008/23

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: "... due to no fault of the contractor".

Tender / Quotation no: CPT1008/23

9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.
10.1.5.1.2	Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

Tender / Quotation no: CPT1008/23

10.1.5.1.4	<p>Add the following as clause 10.1.5.1.4:</p> <p>The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
10.2	<p>Replace clause with the following:</p> <p>Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.</p>
10.6	No clause.
10.11	<p>Add the following as clause 10.11</p> <p>In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.</p>
11.1	<p>Add the following to clause 11.1.</p> <p>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).</p> <p>In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.</p> <p>The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.</p>
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	<p>Replace clause 11.4.1 with the following:</p> <p>Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p>
11.5	No clause.
11.6	No clause.

Tender / Quotation no: CPT1008/23

11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

Tender / Quotation no: CPT1008/23

11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
11.13.1	Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).
11.13.2	Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.
11.14.1	Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.14.2	Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

Tender / Quotation no: CPT1008/23

11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.16	Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

Tender / Quotation no: CPT1008/23

12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8 WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion. (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list: (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

Tender / Quotation no: CPT1008/23

<p>19.8 Continued</p>	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2) (b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13.</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p>
<p>20.2.1.A</p>	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
<p>21.1</p>	<p>Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6), whichever is the later (if we use works completion).</p>
<p>21.6</p>	<p>Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</p>
<p>21.6.1.</p>	<p>Omit clause.</p>

Tender / Quotation no: CPT1008/23

21.6.2	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the contractor fails to bring the works , or a section thereof, to practical-, works-, or final- completion by the applicable completion date [B10 CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [B10 CD].
24.2	Replace clause 24.2 with the following: Where the employer elects to levy such penalty the employer , or the principal agent on instruction from the employer , shall give notice thereof to the contractor . The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [B10 CD], or the revised date for practical- works-, or final- completion , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of practical-, works- or final- completion of the works , or a section thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

Tender / Quotation no: CPT1008/23

25.3	<p>Add the following to clause 25.3:</p> <p>25.3.12 Monthly Local content report.</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</p> <p>25.3.14 Tax Invoice.</p> <p>25.3.15 Labour intensive report.</p> <p>25.3.16 Contract participation goal and cidb BUILD programme reports.</p>
25.5	No Clause.
25.6	<p>Replace clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>
25.7.5	No Clause.
25.10	<p>Replace clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</p>
25.12	<p>Replace clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments :</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0] the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of works completion and up to but excluding the date of final completion.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>

Tender / Quotation no: CPT1008/23

<p>25.12 Continued</p>	<p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>
<p>26.1</p>	<p>Refer to clause 6.7 [CD].</p>
<p>26.4.3</p>	<p>Omit clause.</p>
<p>26.7</p>	<p>Refer to clause 6.7 [CD].</p>
<p>26.10</p>	<p>Replace 26.10 with the following: The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion.</p>
<p>26.12</p>	<p>Refer to clause 6.7 [CD].</p>
<p>27.1. 2</p>	<p>Replace 27.1.2 with the following: Interest due to late payment only.</p>
<p>27.1.4</p>	<p>Replace 27.1.4 with the following: Interest due to late payment only.</p>
<p>27.1.5</p>	<p>No clause.</p>
<p>27.5</p>	<p>Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.</p>

Tender / Quotation no: CPT1008/23

27.6	Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The contractor's estate has been sequestered, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
29.1.5	Add the following as clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The employer has the right of recovery against the contractor , where applicable, [CD] from: The guarantee for construction (variable) until the final payment has been made; or The guarantee for construction (fixed) until the date of practical completion; or The payment reduction until the final payment is made; or The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.

Tender / Quotation no: CPT1008/23

29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

Tender / Quotation no: CPT1008/23

B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)	labour reporting	Applicable
(i)		Select

Tender / Quotation no: CPT1008/23

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

Tender / Quotation no: CPT1008/23

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

Tender / Quotation no: CPT1008/23

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

FORM OF GUARANTEE

DPW-10.1 (EC)

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: CPT1008/23, for the WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES (hereinafter referred to as the “**contract**”) in the amount 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 the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
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 **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: *(Insert Tender Number)*

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 practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF
_____ 20__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

FORM OF GUARANTEE

DPW-10.3 (EC)

DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the “**employer**”), Contract/Tender No: **CPT1008/23**, for the **WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES** (hereinafter referred to as the “**contract**” in the amount of R **insert amount, (insert amount in words)** (hereinafter referred 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 fulfillment 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 date of payment of the amount in the last final **payment certificate**, 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 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
 - (c) The **guarantor’s** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
 - (d) This guarantee shall expire on the date of the last **final payment certificate**.
 - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: **CPT1008/23**

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 the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
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 the issue of the last **final payment 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 amount guaranteed 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(d) above.
9. 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. _____

Tender no: **CPT1008/23**

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: _____

PRICING INSTRUCTIONS

PROJECT SPECIFIC.PG-02.2 (EC)

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

Project title:	<i>WESTERN CAPE - OUDTSHOORN SAPS: INSTALLATION OF FACILITIES FOR PEOPLE WITH DISABILITIES</i>				
Tender / Quotation no:	<i>CPT1008/23</i>	WCS no:		Reference no:	

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.2 VALUE ADDED TAX

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

C2.1.3 CORRECTION OF ENTRIES

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

C2.1.4 ARITHMETICAL ERRORS

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

C2.1.5 TRADE NAMES

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

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

C2.1.6 CONTRACT DOCUMENTS

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

C2.1.7 FIXED PRICE CONTRACT

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

C2.1.8 PAYMENTS

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

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

C2.1.9 ACCOMMODATION ON SITE

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

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

Submission of Local Material Utilisation Reports is *NOT APPLICABLE* to this project.

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

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

C2.1.11 CONTRACT PARTICIPATION GOALS

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

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

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

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

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

The Minimum Targeted Local Building Material Manufacturers CPG is *NOT APPLICABLE* to this project.

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

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

The Minimum Targeted Local Building Material Suppliers CPG is *NOT APPLICABLE* to this project.

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

C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is *NOT APPLICABLE* to this project.

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

C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL

The Minimum Targeted Enterprise Development Contract Participation Goal is *NOT APPLICABLE* to this project.

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

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

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

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

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

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

The Minimum Targeted Contract Skills Development CPG is *NOT APPLICABLE* to this project.

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

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

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

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

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

Payment

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

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

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

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

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

qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 2 of the Standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is **NOT APPLICABLE** to this project.

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

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

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's

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

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

C2.1.11.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *NOT APPLICABLE* to this project.

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

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

C2.2 Submission of Accrual Reports

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