

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE:

BID NUMBER: DBN23/08/04

ADVERT DATE: 11 AUGUST 2023

CLOSING TIME: 11:00

CLOSING DATE: 07 SEPTEMBER 2023

SITE MEETING DATE: 21 AUGUST 2023 @ 11:00 am (Justice Pmb High Court)

CLIENT: Dept. of Justice and Constitutional Development KZN: PMB High Court

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The **Tax Clearance Certificate for Bid Purposes** from the Receiver of Revenue and the **DPW-07.EC Form of Offer and Acceptance** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

BID SECTION
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
157 MONTY NAICKER
DURBAN
4001

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN AN ALLOCATED
BID BOX BY ENTRANCE, CNR PINE STREET AND ALIWAL
(SAMORA MACHEL) STREET, DURBAN

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	S	NATIONAL
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	E	WORKS &
	E	INFRASTRUCTURE
PINE	T	STREET

Project Leader: Mr. Nkosinathi Mchunu (082 452 6102)

Administrative Enquiries: Ms Nobuhle Gwala at (031 314 7021)/ Zanele Luthuli

The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:45 / 13:30 – 16:00.**

NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>
Map DRO Nov 2005



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
DURBAN REGIONAL OFFICE

REFERENCE NUMBER – DBN23/08/04

WCS NUMBER – 056689

**SERVICE DESCRIPTION: JUSTICE AND CONSTITUTIONAL
DEVELOPMENT KZN: PMB HIGH COURT INSTALLATION OF
GENERATOR**

SUBMITTED BY:

Company Name :

CSD / CIDB registration number:/.....

Physical Address: _____

Postal Address: _____

Contact No. _____

Email _____

CLOSING DATE: 07 SEPTEMBER 2023

**TENDER BOX LOCATION: PHYSICAL ADDRESS: National Department of Public Works,
157 Monty Naicker, Durban, 4001**

TENDER BOX NUMBER: DBN23/08/05

Enquiries: For technical enquiries contact Mr. Nkosinathi Mchunu, Mobile number: 0824526102, e-mail Nkosinathi.Mchunu@dpw.gov.za and for other enquiries contact Ms. Nobuhle Gwala Telephone number – 031 314 7021/0713808247 or Zanele Luthuli 0824709989 e-mail Zanele.Luthuli@dpw.gov.za

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Department of Justice and Constitutional Development:KZN: Pietermaritzburg High Court: Installation of a Generator.		
Tender no:	DBN23/08/04	Reference no:	6221/1729/26/13
Advertising date:	11 AUGUST 2023	Closing date:	07 SEPTEMBER 2023
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 **4 EB** or **4 EB*** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE** or **select tender value range select class of construction works PE*** or higher.
** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

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

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

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11	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
12	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
13	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
14	<input checked="" type="checkbox"/>	Submission of Valid Proof of Registration as an Installation Electrician or Master Electrician (Wiremans Licence) belonging to the Director or Member or Employee of the company.
15	<input checked="" type="checkbox"/>	Briefing meeting is compulsory

2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input type="checkbox"/>	Submission of (PA-09 (EC)): List of Returnable Documents
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenders Projects.
11	<input type="checkbox"/>	

3. Method to be used to calculate points for specific goals

<u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>		
<input type="checkbox"/>	An EME or QSE which is at least 51% owned by black people	10 Points
	An EME or QSE which is at least 51% owned by women	4 Points
	An EME or QSE which is at least 51% owned by people with disabilities	2 Points
	An EME or QSE which is at least 51% owned by youth	2 Points
	Located in a specific Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2 Points

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

For Internal & External Use

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	<p><u>For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u></p> <p> <input checked="" type="checkbox"/> An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) 10 Points </p> <p> <input checked="" type="checkbox"/> An EME or QSE which is at least 51% owned by women 4 Points </p> <p> <input checked="" type="checkbox"/> An EME or QSE which is at least 51% owned by people with disabilities 2 Points </p> <p> <input checked="" type="checkbox"/> An EME or QSE which is at least 51% owned by youth 2 Points </p> <p> <input checked="" type="checkbox"/> Located in a specific Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area 2 Points </p>
	<p><u>For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u></p> <p> <input type="checkbox"/> An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) 4 Points </p> <p> <input type="checkbox"/> An EME or QSE which is at least 51% owned by women 2 Points </p> <p> <input type="checkbox"/> An EME or QSE which is at least 51% owned by people with disabilities 2 Points </p> <p> <input type="checkbox"/> Located in a specific Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area 2 Points </p> <p> <input type="checkbox"/> An EME or QSE which is at least 51% owned by youth Or 2 Points </p> <p> <input type="checkbox"/> An EME or QSE which is at least 51% owned by people with disabilities </p> <p>(The use of this goal is mandatory however the BSC must select either one of the two and not both)</p>

4. Functionality criteria:

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

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

Functionality criteria:	Weighting factor:
<p>1. Management 1</p> <p>Qualified artisan employed by the Contractor: Electrician / Millwright.</p> <p>In order to be allocated points Artisans to provide proof of Qualification Electrician / Millwright trade test. = 25 points</p>	<p>25</p>

<p>2. Management 2</p> <p>Contractor to provide relevant work experience on (Electrical Engineering-building) previous completed project, which must be accompanied with an appointment or award letter and completion certificate signed by Principal Agent / Project Manager / Client as proof. Only projects with a contract amount of above R1 million to be considered within the last 10 years.</p> <p>05 and above projects = (25 points) 03 to 04 projects = (20 points) 01 to 02 projects = (15 points)</p>	<p>25</p>
<p>3. Work force : Contractor to provide proof of work force.</p> <p>(a) Foreman with experience on Electrical Engineering-building project): Provide CV and I.D. Copy as proof.</p> <p>05 years and above experience = 10 points 01 to 4 years experience = 05 points</p> <p>(B) Contractor to provide Competence Candidate or Technologist Electrical / Mechanical Technician.</p> <p>In order to be allocated points on you are required to submit CV , Qualification and Registration with Engineering Council of South African (ECSA).</p> <p>05 years and above experience = 10 01 to 04 years experience = 5</p>	<p>20</p>
<p>4.Experience</p> <p>Contrator to provide a valid competency certificate on Medium Volatage operation and switching. Competency certificate must be from recognized Institution. = (10 Points)</p>	<p>10</p>
<p>5. Financial Credibility:</p> <p>Contractor to provide bank rating from Banking Institute to justify credit risk,not older than 3 months from tender closing date as proof.</p> <p>Sub Criteria:</p> <p>Credit Rating of "A" =20 points Credit Rating of "B" =15 points Credit rating of "C" = 10 points</p>	<p>20</p>
<p>Total</p>	<p>100 Points</p>

(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:

50

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

5. BID EVALUATION METHOD

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

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

6. 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.

6.1 Technical risks:

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

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

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

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6.2 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.

7. 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. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

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(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

8. 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 **CNR West (Dr Prixley Kaseme) and Aliwal (Samora Machel) Street, Durban**. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

9. SITE INSPECTION MEETING

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

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

Venue:	Pietermaritzburg High Court		
Virtual meeting link:	(N/A)		
Date:	21 August 2023	Starting time:	11h00

10. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	Nkosinathi Mchunu	Telephone no:	031-314 7105
Cellular phone no:	082 4526 102	Fax no:	n/a
E-mail:	nkosinathi.mchunu@dpw.gov.za		

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11. DEPOSIT / RETURN OF TENDER DOCUMENTS

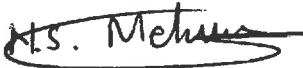
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

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

Tender documents may be posted to:		Deposited in the tender box at:
<p>The Director-General Department of Public Works and Infrastructure Private Bag X 54315 Durban 4000</p> <p>Attention: Procurement section: Room 5</p>	OR	<p>National Department of Public works CNR WEST (DR PRILEY KASEME) and ALIWAL (SAMORA MACHEL) STREET room no 5</p>

12. COMPILED BY:

Nkosinathi Mchunu		11 August 2023
Name of Project Manager	Signature	Date

DPW-03 (EC): TENDER DATA

Project title:	Department of Justice and Constitutional Development: KZN: Pietermaritzburg High Court: Installation of a Generator.
Reference no:	6221/1729/26/13

Tender no:	DBN23/08/04	Closing date:	07 SEPTEMBER 2023
Closing time:	11H00	Validity period:	84 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>

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C.1.4	<p>The Employer's agent is:</p> <table border="1"> <tr> <td data-bbox="293 255 533 344">Name:</td><td data-bbox="533 255 1461 344"><i>Insert name of agent</i></td></tr> <tr> <td data-bbox="293 344 533 434">Capacity:</td><td data-bbox="533 344 1461 434"><i>Select</i></td></tr> <tr> <td data-bbox="293 434 533 524">Address:</td><td data-bbox="533 434 1461 524"><i>Insert address of agent</i></td></tr> <tr> <td data-bbox="293 524 533 613">Tel:</td><td data-bbox="533 524 1461 613"><i>Insert tel of agent</i></td></tr> <tr> <td data-bbox="293 613 533 703">Fax:</td><td data-bbox="533 613 1461 703"><i>Insert fax of agent</i></td></tr> <tr> <td data-bbox="293 703 533 725">E-mail:</td><td data-bbox="533 703 1461 725"><i>Insert e-mail address of agent</i></td></tr> </table>	Name:	<i>Insert name of agent</i>	Capacity:	<i>Select</i>	Address:	<i>Insert address of agent</i>	Tel:	<i>Insert tel of agent</i>	Fax:	<i>Insert fax of agent</i>	E-mail:	<i>Insert e-mail address of agent</i>
Name:	<i>Insert name of agent</i>												
Capacity:	<i>Select</i>												
Address:	<i>Insert address of agent</i>												
Tel:	<i>Insert tel of agent</i>												
Fax:	<i>Insert fax of agent</i>												
E-mail:	<i>Insert e-mail address of agent</i>												
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></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> <ul style="list-style-type: none"> 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 4EB or 4EB** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the select tender value range select class of construction works or select tender value range select class of construction works** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a select tender value range select class of construction works or select tender value range select class of construction works** 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. - Not applicable</p>												

Tender no: **DBN23/08/04**

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
1. Management 1 Qualified artisan employed by the Contractor: Electrician / Millwright. In order to be allocated points Artisans to provide proof of Qualification Electrician / Millwright trade test. = 25 points	25
2. Management 2 Contractor to provide relevant work experience on (Electrical Engineering-building) previous completed project, which must be accompanied with an appointment or award letter and completion certificate signed by Principal Agent / Project Manager / Client as proof. Only projects with a contract amount of above R1 million to be considered within the last 10 years. 05 and above projects = (25 points) 03 to 04 projects = (20 points) 01 to 02 projects = (15 points)	25
3. Work force : Contractor to provide proof of work force. (a) Foreman with experience on Electrical Engineering-building project): Provide CV and I.D. Copy as proof. 05 years and above experience = 10 points 01 to 4 years experience = 05 points (B) Contractor to provide Competence Candidate or Technologist Electrical / Mechanical Technician. In order to be allocated points on you are required to submit CV , Qualification and Registration with Engineering Council of South African (ECSA). 05 years and above experience = 10 01 to 04 years experience = 5	20
4.Experience Contrator to provide a valid competency certificate on Medium Volatage operation and switching. Competency certificate must be from recognized Institution. = (10 Points)	10

5. Financial Credibility:	20
Contractor to provide bank rating from Banking Institute to justify credit risk, not older than 3 months from tender closing date as proof.	
Sub Criteria:	
Credit Rating of "A" =20 points	
Credit Rating of "B" =15 points	
Credit rating of "C" = 10 points	
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

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

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

C.1. Technical risks:

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

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

C.1.2 Criterion 2: Contractual commitment

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

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

C.2 Commercial risks:

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

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C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	<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 type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<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 type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <i>Insert location</i>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	<p>Omit the wording and replace with the following:</p> <p>"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."</p>

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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.

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

Project title:	Department of Justice and Constitutional Development: KZN: Pietermaritzburg High Court: Installation of a Generator.		
Tender no:	DBN23/08/04	Reference no:	6221/1729/26/13

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

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects liability period is: 12 months.
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: 6 months measured from the <u>Commencement Date</u> . The time thus stated includes special non-working days and the year-end break. <u>or, if Practical Completion in portions is required,</u> The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> : For portion 1 within <i>insert description as may be applicable</i> For portion 2 within <i>insert description as may be applicable</i> For portion 3 within <i>insert description as may be applicable</i> For portion 4 within <i>insert description as may be applicable</i> (followed by further portions as required) The time for achieving Practical Completion of the whole of the Works is: 6 MONTHS , measured from the Commencement Date . The time thus stated includes special non-working days and the year-end break.

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1.1.1.15	The name of the Employer is: The Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
1.1.1.16	The name of the Engineer is: Ribin Maharaj
1.1.1.26	The Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	Employer's address: Physical Address: CNR West (Dr Prixley KAseme) and Aliwal (Samora Machel) Street Durban 4000 Postal Address: Private Bag X54315 Durban 4000 Facsimile: <i>n/a</i> Telephone: 031314 7105
	Engineer's address: Physical Address: CNR West (Dr Prixley KAseme) and Aliwal (Samora Machel) Street Durban 4000 Postal Address: CNR West (Dr Prixley KAseme) and Aliwal (Samora Machel) Street Durban 4000 Facsimile: <i>n/a</i> Telephone: 031-314 7000
1.3.4	Not applicable to this Contract.

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1.3.5	<p>Replace Clause 1.3.5 with the following provisions:</p> <ul style="list-style-type: none"> (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
3.1.3	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following:</p> <ul style="list-style-type: none"> (a) Appointment of nominated Sub-contractors – clause 4.4.3; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (e) Suspension of the Works – clause 5.11.1; (f) Final Payment Certificate – clause 6.10.9; (g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.



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	<p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Engineer within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate.</p> <p>5. Insert the following under 3.1.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:</p> <p>Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows:</p> <p>Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>

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4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) insert other requirements insert other requirements insert other requirements</p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is: 21 days.</p>
5.4.2	<p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be enter "exclusive" or "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:</p> <p>Insert an exposition of limitation.</p>
5.8.1	<p>The non-working days are: Saturdays and Sundays</p> <p>The special non-working days are:</p> <p>(1) Public Holidays; (2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</p>
5.9.1	<p>Amend Clause 5.9.1 as follows:</p> <p>On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>
5.13.1	<p>The penalty for failing to complete the Works is: R840.22 per day</p> <p><u>or, if completion in portions is required,</u></p> <p>The penalty for failing to complete portion 1 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 2 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 3 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 4 of the Works is: Rinsert penalty amount per day. Followed by further portions as required.</p> <p>The penalty for failing to complete the whole of the works is: Rinsert penalty amount per day.</p>

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5.14.1	<p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.</p>
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.
5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.</p>
5.16.3	The latent defect period for all works is: 5 years .
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:</p> <p>33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable: "No".</p> <p>If CPA is indicated as 'Yes' above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor:</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are:</p> <p>a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:</p> <p>a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p>

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6.8.2	<p>The urban area nearest the Site is insert name of urban area. (Select urban area from Statistical News Release, P0141, Table 7.1.)</p> <p>The applicable industry for the Producer Price Index for materials is insert name of industry. (Select the applicable industry from Statistical News Release, P01421, Table 11.)</p> <p>The area for the Producer Price Index for fuel is insert name of area. (Select the area from Statistical News Release, P01421, Table 12.)</p> <p>The base month is insert month 20insert year. (The month prior to the closing of the tender.)</p>
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.</p>

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8.4.3	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>
8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil
8.6.1.3	<p>Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.</p>
8.6.1.5	<p>1. Public liability insurance to be effect by the Contractor to a minimum value of:</p> <p><input type="checkbox"/> R5 million</p> <p>or</p> <p><input type="checkbox"/> R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p> <p>2. Support insurance is to be effected by the Contractor to a minimum value of:</p> <p>R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p>
8.6.5	<p>Amend Clause 8.6.5 as follows:</p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.7	<p>Amend Clause 8.6.7 as follows:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p>



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8.6.8	<p>(1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</p> <p>In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:</p>
9.1.6	<p>This Clause is not applicable to this Contract.</p>

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9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,</p>
9.2.4	<p>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>
9.3.3	<p>Insert the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p>
10.1.3.1	<p>Amend Clause 10.1.3.1 as follows to insert the word "Plant":</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.6	<p>Insert a new Clause 10.1.6 as follows:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.2.1	<p>Amend Clause 10.2.1 as follows:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.</p>
10.2.2	<p>Amend Clause 10.2.2 as follows:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>

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10.3.2	<p>Amend Clause 10.3.2 as follows to replace “adjudication” with “court”:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace “Engineer” with “Employer”.</p>
10.4.2	<p>Amend Clause 10.4.2 as follows to provide for submission to court:</p> <p>If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.</p>
10.4.4	<p>Amend Clause 10.4.4 to delete reference to “adjudication” and “arbitration” to read as follows:</p> <p>Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5 10.6 & 10.7	<p>The entire provisions of these Clauses are not applicable to this Contract.</p>
10.10.3	<p>Amend Clause 10.10.3 as follows to reword and remove reference to “arbitrator”:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.</p>

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	PART 2: DATA PROVIDED BY THE BIDDER
1.1.1.9	The name of the Bidder is: _____
1.2.1.2	<p>The address of the Bidder is:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____ Postal Code: _____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____ Postal Code: _____</p> <p>E-mail address: _____</p>
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>(a) Cash deposit of 10 % of the Contact Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(c) Retention of 10 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>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 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.</p>

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

Project title:	Department of Justice and Constitutional Development: KZN: Pietermaritzburg High Court: Installation of a Generator.		
Tender no:	DBN23/08/04	Reference no:	6221/1729/26/13

OFFER

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

Pietermaritzburg High Court: Installation of a Generator.

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of:
--

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

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

For Internal & External Use

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of Offer and Acceptance

Tender no: **DBN23/08/04**

AND WHO IS:

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p>	<p>Note:</p> <p>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.</p>
--	--

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.

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

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

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

of Offer and Acceptance

Tender no: DBN23/08/04

Other Contact Details of the Tenderer are:

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

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

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

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

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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"
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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

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

For External Use

Effective date 5 July 2022

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Version: 2022/03

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

- B. *Mr/Mrs/Ms: _____
- in *his/her Capacity as: _____ (Position in the Enterprise)
- and who will sign as follows: _____
- be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- _____
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(tick whichever is applicable).

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

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

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration)
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"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE which is at least 51% owned by women (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) • CSD Report • CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by youth. (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory)	10	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration)
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"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) CSD Report CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by youth . (Mandatory)	2	<ul style="list-style-type: none"> ID Copy CSD Report CIPC (company registration)

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory)	4	<ul style="list-style-type: none"> ID Copy SANAS Accredited BBBEE Certificate or sworn affidavit where applicable CSD Report

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • CIPC (company registration)
2.	<p>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</p> <p>(Mandatory)</p>	2	<ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	<p>An EME or QSE or any entity which is at least 51% owned by women</p> <p>(Mandatory)</p>	2	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
4.	<p>An EME or QSE or any entity which is at least 51% owned by people with disability</p> <p>(Mandatory)</p> <p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by youth.</p>	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPDSA) • ID Copy

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • CSD Report • CIPC (company registration)

- 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:

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

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:

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

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 1: 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 which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
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	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with disability 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)
5. An EME or QSE or any entity which is at least 51% owned by youth.* (Note: only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

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:

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

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cables	90%
Light fitting LED	90%
Cable Sleeves	90%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Note: VAT to be excluded from all calculations

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[illegible]

Signature of tenderer from Annex B

Date: _____

	(C20) Total tender value	R
	(C21) Total Exempt imported content	R
	(C22) Total Tender value net of exempt imported content	R
	(C23) Total Imported content	R
	(C24) Total local content	R
	(C25) Average local content % of tender	

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Notes: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

Pula

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice (D11)	Tender Exchange Rate (D12)	Calculation of imported content			Total landed cost excl VAT (D16)	Summary	
						Local value of Imports (D13)	Freight costs to port of entry (D14)	All locally incurred landing costs & duties (D15)		Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)			(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C21											

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice (D24)	Tender Rate of Exchange (D25)	Calculation of imported content			Total landed cost excl VAT (D29)	Summary	
						Local value of Imports (D26)	Freight costs to port of entry (D27)	All locally incurred landing costs & duties (D28)		Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)			(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer										R 0	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice (D37)	Tender Rate of Exchange (D38)	Calculation of imported content			Total landed cost excl VAT (D42)	Summary	
						Local value of Imports (D39)	Freight costs to port of entry (D40)	All locally incurred landing costs & duties (D41)		Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)			(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported value by 3rd party										R 0	

D. Other foreign currency payments

Type of payment	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Calculation of foreign currency payments		Tender Rate of Exchange (D50)	Summary of payments
			Foreign currency value paid (D49)	Local value of payments (D51)		
(D46)		(D48)	(D49)	(D51)		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above						
This total must correspond with Annex C - C23						

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

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

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: DBN23/08/04

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

Tender no: DBN23/08/04

2. DECLARATION:

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

- The information and particulars contained in this Affidavit are true and correct in all respects;
- The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 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;
- 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;
- 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

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

Project title:	<i>Department of Justice and Constitutional Development: KZN: Pietermaritzburg High Court: Installation of a Generator.</i>		
Tender / quotation no:	DBN23/08/04	Closing date:	07/09/2023
Advertising date:	11/08/2023	Validity period:	84 days

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

1.1. Current projects

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



Tender no:

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	Department of Justice and Constitutional Development KZN: Pietermaritzburg High Court		
Tender no:	DBN23/08/04	Reference no:	6221/1729/26/13
Closing date:	07 September 2023		

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: **insert date**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

Project title:	Department of Justice and Constitutional Development KZN: Pietermaritzburg High Court		
Tender no:	DBN23/08/04	Reference no:	6221/1729/26/13

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

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

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

FOR ATTENTION

Department of Public Works
Private Bag 54315
Durban
4000

Sir,

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

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **insert Contract / Tender No**, for the **insert description of works** (hereinafter referred to as the “**contract**”) for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).

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

Tender no: (Insert Tender Number)

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

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

BILL NO 1 - PRELIMINARY AND GENERAL

PIETERMARITZBURG HIGH COURT		REV NO			
Item	Description	Unit	Quantity	Unit Price	Total Price (R)
1.	P & G				
1.1	Allow for testing and compliance certificate for the new electrical installation	Item	1		
1.2	Allow for As Built Drawings for the new installation including changovers, generator & MV Panel	Item	1		
1.3	Allow for Site Establishment & Travel	Item			
1.4	Allow for interface with other contractors	Item			
1.5	Co-Ordination & Attendance with the Municipality Profit & Attendance @	Sum %			R 30 000,00
1.6	Health and Safety Plan	Item	1		
1.7	Allowance for structural engineers certificate to certify slab, concrete, and paving slabs	Item	1		
1.8	Allow for emission testing as per Municipal requirements	Item	1		
TOTAL : Carried forward to summary					

BILL NO 2 - LV EQUIPMENT

PIETERMARITZBURG HIGH COURT					
Item	Description	Unit	Quantity	Unit Price	Total Price (R)
	<p>tenderers are referred to the project specification for full description of materials, etc. to be used. All work shall be done strictly in accordance with specifications and manufacturer's instructions and to be left in perfect working order after completion.</p> <p>2.1 Distribution Boards</p> <p>Remove the existing breakers on the LV board for T1, T2 and Bustie. Supply & Install new motorised breakers as per layout. The contractor must take into account the existing breaker sizes and fault levels when pricing. Install in the same position with an upgraded panel. Provide elect/mech. interlocks</p> <p>2.1.1 Install Motorised breakers with Auxilery contacts for generator sensing, modify to install in existing panels 25-30ka 1200A</p> <p>2.1,2 Modify circuits with control systems with the bustie to activate generator in the failure of T1 or T2 or both. Allow for relays, CT & an intelligent controllers. The specialist contractor must provide detailed shop drawings, including schematic, panel layout, data sheets, installation methodology & risk analysis prior to the installation based on the concept design, method statement, shop drawings and schematics before installing.</p> <p>2.1,3 Installation of automatic changeover contacts in the LV Room for T1 & T2, change overs must be rated for 1200Amps (25-30ka). Allow for a panel to accommodate these in the LV room.</p> <p>2.1,4 Service of switchgears(OCB) and re-calibrate protections with settings for T1 & T2 (M.V)</p> <p>2.1,5 Inspect, service and maintaining the existing LV Board. Re-terminate cable if hot connections on each breaker and provide details of each unit i.e. kA, Amps. Test & label each breaker</p> <p>2.1,6 Supply and install breakers on main LV Board (60A - 300A) 10-25ka 400V</p> <p>2.1,7 Sand down existing LV panel, for High Court, de-rust and spray the entire panel (Red). Use of compressor and spray gun. All the face covers must be removed and sprayed, Fix faulty door handles and hindges. Allow for ten repairs to panel door</p> <p>2.2 Site Low Voltage Cabling</p> <p>Supply and install PVC/ SWA/ PVC copper laid in trenches (trenching and backfilling measured elsewhere), draw into risers and sleeves and terminals.</p> <p>2.2.1 185mm² x 4C PVC SWA ECC</p> <p>2.2.2 6mm² 8 core cable with earth for sensing circuitery</p> <p>2.2.3 150mm² x insulated earth cable</p> <p>2.2.4 6mm² 4C PVC SWA ECC</p> <p>2.3 Termination of PVC/ SWA/ PVC Copper Cables</p> <p>2.3.1 185mm² x 4C PVC SWA ECC</p> <p>2.3.2 6mm² 7 core cable with earth</p> <p>2.3.3 150mm² x insulated earth cable</p> <p>2.3.4 6mm² 4C PVC SWA ECC</p>	ea	4		
		ea	1		
		ea	2		
		ea	2		
		ea	20		
		ea	10		
		ea	10		
		m	190		
		m	150		
		m	190		
		m	40		
		ea	4		
		ea	6		
		ea	4		
		ea	4		
TOTAL : Carried forward to summary					

BILL NO 3 - POWER INSTALLATION

PIETERMARITZBURG HIGH COURT		REV NO			
Item	Description	Unit	Quantity	Unit Price	Total Price (R)
3.1	Excavation, etc.				
	Excavations" for trenching and including backfilling compacting and danger tape.				
3.1.1	Cable or sleeves trenches not exceeding 1m deep Hard.	m³	30		
3.1.2	Back Fill River Sand 300mm wide & 600mm deep	Cu. M	30		
3.1.3	Backfill Trenches / Compaction	m³	30		
3.2	Sleeves				
	Unplasticised polyvinyl chloride (UPVC) sleeve piping including short lengths and joining, laid in trench (trench and backfilling measured elsewhere).				
3.2.1	160mm Diameter Sleeve with draw wire.	m	20		
3.2.2	160mm Bends	ea	6		
3.3	Warning Tape				
3.3.1	Cable warning tape placed 150mm above cable in excavations.	m	30		
3.3.2	Supply and install 300mm cable tray including the necessary supports, clamps, hangers, fixing material, bends, angles, junction, reducers, etc.	ea	95		
3.3.3	P9000 trunking : supply and install all splices, jonts, fixing materials and covers	m	30		
3.4	Power & Lighting				
	Conduits (Power)				
	Rigid PVC conduit including bends, draw boxes with covers, etc. fixed.				
3.4.1	20mm Diameter conduit	m	100		
3.4.2	conduit including terminations and connections. 2,5mm² Conductor	m	300		
3.4.3	4,0mm² Conductor	m	300		
3.5	Luminaires				
	Luminaires complete as specified and indicated in schedule of luminaires supplied and fitted as described to structure or ceilings, including lamps, tubes, connections, brackets & plug tops.				
3.5.1	Supply and install Round Bulkhead LED IP65 16W round with die cast aluminium base surface mounted	ea	3		
3.5.2	Supply and install 60W 1200 x 600 LED Flat Panel fitting IP65, surface mounted	ea	12		
3.5.3	Switched socket outlets, etc., complete with cover plate fixed in flush box type. 16A Three-pin single switched socket outlet mounted.in genset	ea	1		
3.5.4	20 DP isolator in weather proof enclosure	ea	2		
3.5.5	20A Photo-electric daylight-sensative switch complete as specified with contactor and override switch	ea	1		
Total : Carried forward to Summary					

BILL NO 4 - GENERATOR					
PIETERMARITZBURG HIGH COURT			REV NO		
Item	Description	Unit	Quantity	Unit Price	Total Price (R)
4	500kVA Generator Supply and install deisel generator complete with an AMF control panel including change over contactors by a Specialized Supplier. Supply fuel gauge and pump. Generator to be installed in silenced residential outdoor enclosure 3CR12 & powder coated.Exhaust stainless steel, exhaust silencer and lagging. Detail specs attached forms part of this BOQ				
4,1,1	500kVa (400V) diesel generator (outdoor type) with a 1000 litre base tank	ea	1		
4,1,2	Enclosure and sound attenuation Sketch 2 attached, it must be to a size to suit the above unit with space all around the enclosure. Unit must be accepced by the Engineer before manufacture. 3CR12 and powder coated. (6m leng. x 3m w)	ea	1		
4,1,3	Supply and install with cabling to the ffg: sensing units in the generator for T 1 & T2.Connect in parallel for switching with breakers.	ea	2		
	Intelligent controller on generator for switching of ACB & Sync. of genertor with breakers	ea	1		
4,1,4	Supply and Install a day tank, 1000l, on a plinth, 3CR12 with a pump 0,5kW(Forgeweld).The stand must be 1,0m above the floor level.Tank to be labelled with a fuel indicator, shut off valves, drain valves and inlet valve for re- fueling of diesel. The fuel point to have a cap./adaptor lockable with a covering for rain, that is commonly used by a supplier for re-fueling	ea	1		
4,1,5	Supply and Install copper piping 3/4 inch from the day tank to the base tank of the generator with fittings i.e. elbows, tees, connectors & extend to the filling point with an inlet adaptor on the wall of the ramp at the lower point. (75mm)	m	42		
4,1,6	Supply and install pumps for the fuel supply and circulation 0,5kw 220V	ea	2		
4,1,7	Install breakers for lighting on the generator panel: 10A lighting & 20A socket outlet	ea	1		
4,1,8	Fill fuel tank with diesel fuel (first fill), tank must include a separate fuel gauge, fuel pump and a circulation pump.	Lts	2500		
4,1,9	Extend the exhaust from the generator with elbows, bends, coupling, stainless steel (Grade 304)with lagging and alminium covering, support onto the wall with s/s brackets and exhaust onto the atmosphere	m	12		
4,1,10	Testing & Commissioning of genset on load at suppliers premises and on site after the installation	No	1		
4,1,11	Issue Maintenance Manuals (3 Copies)	No	3		
4,1,12	Service,maintain, repair/replacement of parts for the generator set for one year as per schedule	Item	1		
4,1,13	Supply and install warning notice as per Sketch 3 attached	No	1		
4,1,14	Supply and install fuel filtration system with automatic, mechanical water drain with a 15A 220V supply. System to operat 24/7/365 days and filter down to 5mirons	Item	1		
4,1,15	Training of Staff and Officials in the use of generator, checks and re-fueling with pumps	Item	1		
TOTAL CARRIED FORWARD TO SUMMARY					

BILL NO 5 - GENERAL

PIETERMARITZBURG HIGH COURT		REV NO			
Item	Description	Unit	Quantity	Unit Price	Total Price (R)
5,0	General				
5,1,1	Identify & Numbering of all circuits and labelling of DB s	Item	18		
5,1,2	Labelling for main MV & LV Board, switch one transformer i.e. T1 or T2 but not both at any given time	Item	2		
5,1,3	Re-spray all DB panels on all Boards (Red), face plate and boards. Spray professionally with a comperssor and spray gun. Label all DBs on the door i.e. Eesential on Perspex & permanently fixed.	No	18		
5,1,4	Contractor must trace cables, circuits, identify breakers on LV Board/Internal Court DBs and isolators before working and switching. Contractor must be MV/HV Competent and experieced in switching, isolating and distribution	Item			
5,1,5	Supply and install load meter on the Main LV Board. Load meter to measure volts, amps, freq. kwh, etc. Meter must have test leads and movable. Load meter must have a recordable feature, software and down loadable onto a PC Record for at least a month. (Fluke 1738) with licence	Item	1		
5,1,6	Replace the DC Charging unit in the MV sub.	Unit	1		
5,1,7	Replace batteries for the tripping units	Unit	6		
5,1,8	Service & maintenance of transformer, conduct all tests and certify if operational (800kVa), incl. oil tests	Item	2		
5,1,9	Supply and install A82 padlocks	Item	4		
5,1,10	Supply and install steel checker plate in sub(similair to exisiting) - 1,8m x 600	Item	2		
5,1,11	Create a small concrete sump at the valve outlet outside the bund wall 300 x 300x 300deep and fibre line	Item	1		
5,1,12	Lightning and Earthing Installation for this installation with a Certificate (Allowable Resistance less than 10 ohms) at generator & main LV Board as per specification	Item	Sum		R30 000,00
5,2	Specified by the Fire Department				
5,2,1	Supply and install a 9kg DCP fire extinguisher in a casing/box with the relevant sineages (extrenal)	Unit	1		
5,2,2	Supply and isntall sineages i.e no smoking, no celphones and no open flames on the wall and the tank (Perspex & stick on)	Unit	6		
5,2,3	Supply and install a 50mm Galvanized open/close valve on the bund wall	Unit	1		
Total : Carried forward to Summary					

BILL NO 6 - BUILDING WORK 1

PIETERMARITZBURG HIGH COURT					
		REV NO			
Item	Description	Unit	Quantity	Unit Price	Total Price (R)
	BUILDING WORK				
6,1	Site Clearance				
6,1,1	Strip topsoil up to 200mm thickness, cataway & dispose	m ²	20		
6,1,2	Reduce levels under Plinths	m ³	0,1		
6,2	Generator Plinth				
6,2,1	Compaction of ground surface under plinths including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density.	m ³	3		
6,2,2	Soil poisoning under plinths, including forming and poisoning shallow furrows against foundation walls and certification.	m ²	15		
6,3	Concrete				
6,3,1	Unreinforced concrete layer cast against excavated surfaces: 15Mpa surface blinding under plinth, not exceeding 50mm thickness	m ³	1		
6,3,2	Reinforced concrete layer cast against blinding layer: 25Mpa/19mm concrete plinth, 150mm thickness	m ³	3		
6,3,3	Making and testing set of three 150 x 150 x 150mm concrete strength test cubes.	Set	1		
6,3,4	Rough formwork to sides of plinths	m	20		
6,3,5	Finishing top surface of plinth concrete smooth with a wood float including non-slip brushed finish	m ²	15		
6,3,6	Type 193 fabric reinforcement in concrete plinth	m ²	15		
6,4	Diesel Tank Plinth & Bundwalls				
6,4,1	Excavate trenches, not exceeding 500mm depth, and stockpile excavated material for reuse	m3	2		
6,4,2	Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 93% Mod AASHTO density: Not exceeding 500mm deep for placing blinding against excavated face.	m3	2		
6,4,3	Risk of collapse of excavation: Sides of trench excavations not exceeding 0,5m deep.	m2	3		
6,4,4	Keeping excavations free of water	Sum		R 350,00	R 350,00
6,4,5	Compaction of ground surface under plinths including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density.	m3	2		
6,4,6	Backfilling to trenches using earth filling obtained from the excavations on site compacted to 93% Mod ASSHTO density:	m3	2		
6,4,7	Soil poisoning under plinths, including forming and poisoning shallow furrows against foundation walls and certification.	m2	30		
TOTAL CARRIED FORWARD TO SUMMARY					

BILL NO 7 - BUILDING WORK 2

PIETERMARITZBURG HIGH COURT		REV NO			
Item	Description	Unit	Qty	Unit Price	Total Price (R)
7,	BUILDING WORK				
	Concrete				
7,1,1	Unreinforced concrete layer cast against excavated surfaces: 15Mpa surface blinding under bund walls, not exceeding 100mm thickness and 300mm width	m3	0,5		
7,1,2	Unreinforced concrete layer cast against excavated surfaces: 15Mpa surface blinding under plinths, not exceeding 50mm thickness	m3	0,5		
7,1,3	Unreinforced concrete half circular open channel drain along internal skin of bund walls, radius of 50mm as per the Engineer's detail: 25Mpa/19mm concrete	m3	0,5		
7,1,4	Reinforced concrete layer cast against blinding layer: 25Mpa/19mm concrete plinth, 150mm thickness	m3	0,5		
7,1,5	Making and testing set of three 150 x 150 x 150mm concrete strength test cubes.	Set	1		
7,1,6	Rough formwork to sides of plinths	m	6		
7,1,7	Finishing top surface of plinth concrete smooth with a wood float including non-slip brushed finish	m2	2		
7,1,8	Type 193 fabric reinforcement in concrete plinth	m2	2		
7,2	Brickwork				
7,2,1	Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar: Half brick walls	m2	3		
7,2,2	Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar: One brick walls.	m2	3		
7,3,3	150mm wide brickwork reinforcement built in horizontal	m	30		
7,3,4	Extra over brickwork for FBX face bricks pointed with recessed horizontal and vertical joints to match existing buildings	m2	3		
7,3,5	Opening on brickwalls for drainage pipes	Sum		R 150,00	R 150,00
7,3	Sundries				
7,3,1	Brickwork manhole (500mm x 500mm x 500mm) complete with heavy duty cast iron manhole cover and frame (300mm x 300mm)	No.	3		
7,3,2	Supply, deliver and lay 110mm diameter HDPE pipes to connect to existing site stormwater reticulation system, including trenching, bedding and backfilling.	m	20		
Total : Carried forward to Summary					

BILL NO 8 - BUILDING WORK 3

PIETERMARITZBURG HIGH COURT

REV NO

Item	Description	Unit	Qty	Unit Price	Total Price (R)
BUILDING WORK					
8,1,1	Concrete surface around the plinth 150mm with re-inforcements and mesh. Re-surface with crusher stone and compact before applying concrete	m ²	20		
8,1,2	110mm Diam. Sleeve to be installed in plinth for electrical cable and connection	m	20		
8,1,3	Install a concrete plinth with a bund wall for the fuel tank with a stand of 1,0m, The bund wall of 1,6m x 1,6m x 0,5m . Use bricks in the construction of the wall . Steel tank to accommodate 1000l fuel , tank must be hot dipped galvanized	m ²	10		
8,1,4	Complete Bunded wall and floor must be fibre glass & fibre lined 1,6 x 1,6 x 0,5	m ²	10		
8,1,5	Supply and install a tap piped for water, at the bunded area, the connection via copper pipes, tees, elbows, shut off valves from the nearest water outlet. Allow for 50m of copper piping, holder battons & a brass tap with all connection accessories. Rep. will identify point on site	Unit	1		
8,1,6	Re -concrete of surfaces to match the existing	m ²	15		
8,1,7	Supply and install paving slabs 600 x 600 x 50mm. The base must be levelled, re-filled, compacted and soil poisoned before installing. All joints must be cemented and create drainages for the water. Provide certificate for soil poisoning for all concrete work and pavings	m ²	20		
8,1,8	Allow to install similar fencing on the existing wall 3m height, it must be hot dipped galvanized	m	2		
8,1,9	Paint the walls and ceilings to match existing in the LV Room	m ²	150		
8,1,10	Strip the existing floor, seal & Epoxy the floor in the LV Room, two coats	m ²	120		
8,1,11	Supply and install a 50mm Galvanized open/close valve on the bund	Unit	1		
8,1,12	Corring of holes in the walls and slab for main cables by a Professional coring specialist	Unit	4		
TOTAL : Carried forward to summary					

FINAL SUMMARY

PIETERMARITZBURG HIGH COURT

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